

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
February 18, 2025**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on February 18, 2025 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Jeffrey Rupp, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin. Alderman Mike Brooks appeared telephonically.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

There being no changes requested; the Mayor called for a motion to approve the agenda with consent items.

1. A MOTION TO APPROVE THE OFFICIAL AGENDA WITH CONSENT ITEMS.

Alderman Rupp offered a motion, duly seconded by Alderman Moreland, to approve the February 18, 2025 Official Agenda as amended. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried and then read the consented items.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, FEBRUARY 18, 2025
5:30 P.M., COURT ROOM, CITY HALL - 110 WEST MAIN STREET**

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS**
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE JANUARY 31, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 4, 2025 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

Absentee voting for the Primary Election is weekdays from 8 to 5 February 18 through March 28 and Saturdays, March 22 and 29, from 8 to noon.

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 320 SCALES ST., STARKVILLE, MS 39759, WITH PARCEL NUMBER 102B-00-093.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVING A RESOLUTION REQUESTING FUNDING FROM THE 2025 MISSISSIPPI STATE LEGISLATURE TO SUPPORT AND COMPLETE THE ERNEST E. JONES WASTEWATER TREATMENT PLANT AERATOR AND ELECTRICAL UPGRADES.

X. BOARD BUSINESS

A. RECONSIDERATION SE 24-13: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOME ON A VACANT LOT LOCATED AT 1560 LOUISVILLE STREET IN AN RN ZONING DISTRICT.

B. CONSIDERATION OF AN APPLICATION FOR A FREE PORT WAREHOUSE LICENSE FROM VIBE, LLC (DBA GLO).

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF ENTERING INTO AN AGREEMENT WITH OPENGOV SOFTWARE THROUGH SHI INTERNATIONAL CORP TO REPLACE MYGOV FOR INSPECTION, PLAN REVIEW, LICENSING, AND PERMITTING AND TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT NOT TO EXCEED \$125,144.50 FOR YEAR ONE IMPLEMENTATION THROUGH SEPTEMBER 2025, WITH A FOLLOWING ANNUAL FEE OF \$58,384.50 IN OCTOBER 2025.

2. CONSIDERATION OF ADOPTING THE UPDATED AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN TO REPLACE THE PREVIOUS VERSION FROM 2011.

3. CONSIDERATION OF FP 25-02: A REQUEST FOR FINAL PLAT APPROVAL FOR THE "DUTCH SUBDIVISION" AT 815, 817, AND 821 HIGHWAY 12 WEST IN A C ZONING DISTRICT.

4. CONSIDERATION OF FP 25-01: A REQUEST FOR FINAL PLAT APPROVAL FOR "THE MILL AT MSU, SECOND REVISION" SUBDIVISION AT THE SOUTHEAST CORNER OF THE INTERSECTION OF RUSSELL STREET AND MILL STREET IN A T5-C ZONING DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF THE CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) CONTRACT WITH GARVER, LLC FOR THE SPRING STREET SOUTH TA PROJECT IN THE AMOUNT OF \$105,664.59.
2. CONSIDERATION OF APPROVING THE LOW BID FROM HANNON, LLC IN THE AMOUNT OF \$116,081.00 FOR THE 2025 ADA IMPROVEMENTS PROJECT.
3. CONSIDERATION OF APPROVING TASK ORDER #1 IN THE AMOUNT OF \$16,000.00 FOR BURNS COOLEY DENNIS TO PERFORM GEOTECHNICAL ROAD BORINGS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 10, 2025 FOR FISCAL YEAR ENDING 9/30/25, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 & 21-15-21.
2. ACCEPTANCE OF THE JANUARY 2025 FINANCIAL STATEMENTS.
3. REQUEST APPROVAL OF THE QUOTE WITH ELECTION SYSTEMS AND SOFTWARE (ESS) FOR THE APRIL 1, 2025 PRIMARY ELECTION FOR ELECTION SUPPORT, TRAINING, MACHINE RENTAL AND PROGRAMMING WITH ELECTRONIC VOTING AT A COST OF \$13,825.00.

F. FIRE DEPARTMENT

1. REQUESTING PERMISSION TO APPLY FOR THE 2025 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT IN THE AMOUNT OF \$20,321.82 FROM THE U.S. DEPARTMENT OF TRANSPORTATION, PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN JOINT EFFORT WITH OKTIBBEHA COUNTY EMA WITH A 20% CITY MATCH OF \$4,064.36 FOR THE PURCHASE OF EQUIPMENT.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO TRANSITION EDTRON TAYLOR TO A FULL TIME SANITATION WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
2. REQUEST APPROVAL TO HIRE JOHANNAH OWUSU AND JOSHUA STOCKTON AS POLICE OFFICERS.
3. REQUEST AUTHORIZATION TO HIRE ALAN KACHELMAN AS A UTILITIES ANALYST / GIS ANALYST IN STARKVILLE UTILITIES IN A FULL-TIME, TEMPORARY POSITION WITH A TERM OF EMPLOYMENT LASTING UP TO TWO (2) YEARS.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF RENEWAL OF CIVICREADY MASS COMMUNICATIONS SYSTEM, INCLUDING NOAA WEATHER ALERTS FOR THE YEARLY COST OF \$16,631.57.

I. PARKS

1. CONSIDERATION OF APPROVING THE LOWER NATIVE SEED QUOTES FROM PRAIRIE MOON NURSERY, ROUNDSTONE NATIVE SEED COMPANY, AND NATIVE AMERICAN SEED IN THE TOTAL AMOUNT OF \$12,129.76 FOR DELIVERY TO THE PARKS DEPARTMENT.
2. CONSIDERATION OF APPROVING THE LOW QUOTE FROM EVERGREEN LANDSCAPE MANAGEMENT IN THE AMOUNT OF \$10,540.00 FOR THE PLANTING OF 17 TREES AT CORNERSTONE PARK.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO PURCHASE FROM COMSOUTH MISSION CRITICAL SOLUTIONS, THE LOWER OF TWO QUOTES, A RADIO TRAFFIC RECORDING SYSTEM AS REQUIRED BY STATE LAW AND CALEA STANDARDS AT A ONE-TIME COST OF \$10,245.00, AND AN OPTION TO PURCHASE AN EXTENDED FACTORY WARRANTY AT \$1,230.17 ANNUALLY AFTER THE 1-YEAR WARRANTY EXPIRES, AND OPTIONAL SOFTWARE UPDATE SUBSCRIPTION AT \$475.50 ANNUALLY AFTER THE FIRST YEAR.
- b. REQUEST APPROVAL FOR 13 STARKVILLE POLICE DEPARTMENT OFFICERS TO ATTEND FREE TACTICAL TRAINING AT THE GULF COAST REGIONAL FUGITIVE TRAINING FACILITY IN BIRMINGHAM, ALABAMA IN MAY WITH ADVANCE TRAVEL.
- c. REQUEST APPROVAL OF THE RECEIPT AND THE USE OF THE 2025 WIRELESS COMMUNICATION FUNDS TO PURCHASE (5) KENWOOD VIKING VP8000, MODEL 2 PORTABLE RADIOS AT \$17,529.90 AND (7) KENWOOD VM-5930 700-800 MOBILE RADIO'S AT \$17,212.16 FOR A TOTAL COST OF \$34,742.06 FROM COMSOUTH MISSION CRITICAL SOLUTIONS AS SOLE SOURCE AND COMPATIBLE WITH THE EXISTING SYSTEM.
- d. REQUEST APPROVAL TO PURCHASE FROM KIRK AUTO GROUP, THE LESSER OF TWO QUOTES, AT A COST OF \$72,300.00, A NEW 2024 CHEVY TAHOE – POLICE PURSUIT VEHICLE, WHICH IS A SPECIALTY BUILT K9 SUV, WITH STATE FORFEITED FUNDS.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. APPROVAL OF THE LOW QUOTE FROM G&L TANK SANDBLASTING AND COATINGS, LLC FOR NEW LOGOS ON THE BLUEFIELD WATER TANK IN THE AMOUNT OF \$40,000.00.
2. APPROVAL OF THE LOW QUOTE FROM CHAMBERS SERVICES, LLC FOR INSERTION VALVE INSTALLATION AT THE USDA BUILDING IN THE AMOUNT OF \$7,950.00.

3. APPROVAL OF TASK ORDER NO. 2 WITH CASSADY COMPANY, INC. TO PROVIDE ENGINEERING SERVICES FOR THE TRIM CANE LIFT STATION EVALUATION IN AN AMOUNT NOT TO EXCEED \$10,000.00.
4. REQUEST APPROVAL OF ACCEPTING THE LOWER QUOTE FROM CONSOLIDATED PIPE SUPPLY IN THE AMOUNT OF \$11,400.00 FOR TWO 6" WATER METERS.
5. REQUEST AUTHORIZATION OF WORK ORDER AMENDMENT #1 WITH GARVER, LLC FOR THE DESIGN AND BID PHASE SERVICES RELATED TO THE CLARIFIER REHABILITATION PROJECT AT A COST NOT TO EXCEED \$378,400.00.
6. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$7,475.00 INCLUDING MATERIAL AND LABOR TO REPLACE A DAMAGED 12" VALVE AT THE MONTGOMERY WELL.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

Pending Litigation

XV. OPEN SESSION

XVI. ADJOURN UNTIL MARCH 4, 2025 @ 5:30 IN THE COURT ROOM AT 110 W MAIN ST.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Stein McMullen, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 30:

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 31, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the January 31, 2025 work session of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 4, 2025 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the February 4, 2025 meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVING A RESOLUTION REQUESTING FUNDING FROM THE 2025 MISSISSIPPI STATE LEGISLATURE TO SUPPORT AND COMPLETE THE ERNEST E. JONES WASTEWATER TREATMENT PLANT AERATOR AND ELECTRICAL UPGRADES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the "approval of a resolution requesting funding from the Mississippi Legislature for \$4,850,000 in funding for the aerator and electrical improvements to the Ernest E. Jones Wastewater Treatment Plant" is enumerated, this consent item is thereby approved.

**RESOLUTION OF THE CITY OF STARKVILLE SEEKING FUNDING LEGISLATION
TO UPGRADE AND EXPAND THE CAPACITY OF THE ERNEST E. JONES
WASTEWATER TREATMENT PLANT**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville do hereby find and determine as follows:

1. The City of Starkville is one of a few growing areas in the State of Mississippi and as such the demands for infrastructure improvements and expansion are critical for our continued ability to meet those growth and needs projections associated with the new Aluminum Dynamics and Steel Dynamics and Cinco Megasite residential and commercial work force expectations in the Golden Triangle Region; and
2. The Ernest E. Jones Wastewater Treatment Plant located in the City of Starkville was originally constructed in 1979 and expanded in 1988 and has exceeded its useful life; and
3. There have been multiple improvements over the life of the plant, but the fundamental project components need to be replaced as recommended by a comprehensive analysis conducted by Garver, LLC and delivered to the Starkville Board of Aldermen in April 2024; and
4. The City of Starkville has recently been found to be out of compliance by the Mississippi Department of Environmental Quality on several occasions due to the failure of the aerator system and the failures of the temporary aerators that have been leased for the plant operations; and
5. The City of Starkville has committed to the full restoration of functionality and the expansion of the plant in order to service the ever-growing population in the City of Starkville, Oktibbeha County and Mississippi State University; and
6. The City of Starkville has authorized and issued \$7,000,000 in bonds for the purpose of improvements to the aerators and electrical system to the wastewater treatment plant as part of the plans to address the findings of the report; and
7. The most pressing need and request for this legislative session is \$4,850,000 which serves to provide the most immediate relief of the aerator and electrical system and complete that package as outlined in the report from Garver, LLC; and
8. Further, the City of Starkville has engaged Garver, LLC to assist with expediting the upgrades and the expansion of the plant in order to proactively meet those needs of growth both inside the city limits and the growth happening in Oktibbeha County and on the MSU campus to the greatest extent possible; and

9. The City believes that this fundamental infrastructure need is what allows for the entire region to meet its potential and will serve the established customer base and allow the expanded customer base to receive services for their projected and requested growth which benefits the Golden Triangle Region and the entire State of Mississippi and its investments in the region.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Mayor and Board of Aldermen of the City of Starkville believe it is in the best interests of the community to request funding for this critical community infrastructure project through the Legislature of the State of Mississippi.

After discussion, Alderman Jeffrey Rupp moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Kim Moreland the resulting vote was as follows:

Alderman Kim Moreland	Voted:	Yea
Alderman Sandra Sistrunk	Voted:	Yea
Alderman Jeffrey Rupp	Voted:	Yea
Alderman Mike Brooks	Voted:	Yea
Alderman Hamp Beatty	Voted:	Yea
Alderman Roy A. Perkins	Voted:	Yea
Alderman Henry Vaughn	Voted:	Yea

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion carried and that the foregoing Resolution was passed and adopted in a regular/recess meeting on the 18th day of February, 2025.



D. Lynn Spruill
Mayor, City of Starkville, Mississippi

5. CONSIDERATION OF ENTERING INTO AN AGREEMENT WITH OPENGOV SOFTWARE THROUGH SHI INTERNATIONAL CORP, UNDER NASPO STATE CONTRACT AR2488, TO REPLACE MYGOV FOR INSPECTION, PLAN REVIEW, LICENSING, AND PERMITTING AND TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT NOT TO EXCEED \$125,144.50 FOR YEAR ONE IMPLEMENTATION THROUGH SEPTEMBER 2025, WITH A FOLLOWING ANNUAL FEE OF \$58,384.50 IN OCTOBER 2025.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of an agreement with OpenGov Software through SHI International Corp to replace MyGov for inspection, plan review, licensing, and permitting and to authorize the mayor to execute a contract not to exceed \$125,144.50 for year one implementation through September 2025, with a following annual fee of \$58,384.50 in October 2025” is enumerated, this consent item is thereby approved. The agreement follows this page.

6. CONSIDERATION OF ADOPTING THE UPDATED AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN TO REPLACE THE PREVIOUS VERSION FROM 2011.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of adopting the updated Americans with Disabilities Act (ADA) Transition Plan to replace the previous version from 2011” is enumerated, this consent item is thereby approved.

Consideration of adopting the updated Americans with Disabilities Act (ADA) Transition Plan to replace the version that was previously put in place by the Board of Aldermen in 2011. This plan looks for timely remedy barriers to access to ensure that the disabled citizens of Starkville are given access to the City’s programs, services and activities. To confirm follow-up on corrective actions required under this plan, the city will institute an ADA Action Log, documenting its efforts at compliance with the ADA. At a minimum, the Action Log will identify items that are not ADA compliant and will include anticipated completion dates. From and after the adoption of this plan, by the Mayor and Board of Aldermen, the ADA Action Log will be updated on an annual basis. The ADA Action Log shall be available on request and posted on the City’s website.

7. CONSIDERATION OF FP 25-02: A REQUEST FOR FINAL PLAT APPROVAL FOR THE “DUTCH SUBDIVISION” AT 815, 817, AND 821 HIGHWAY 12 WEST IN A C ZONING DISTRICT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of FP 25-02: a request for Final Plat approval for the “Dutch Subdivision” at 815, 817 and 821 Highway 12 West in a C zoning district” is enumerated, this consent item is thereby approved. The properties are located within a C zoning district with the parcel numbers 102L-00-014.00, 102E-00-208.00, and 102E-00-208.01. The property line between Lot 1 and Lot 2 is being adjusted to give Lot 2 more frontage along Highway 12. The property line between Lot 1 and Lot 3 is being adjusted to correct a platting issue for portions of Lot 1 that were previously deeded to Lot 3.

8. CONSIDERATION OF FP 25-01: A REQUEST FOR FINAL PLAT APPROVAL FOR “THE MILL AT MSU, SECOND REVISION” SUBDIVISION AT THE SOUTHEAST CORNER OF THE INTERSECTION OF RUSSELL STREET AND MILL STREET IN A T5-C ZONING DISTRICT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of FP 25-01 a request for Final Plat approval for “The Mill at MSU, Second Revision” subdivision at the southeast corner of the intersection of Russell Street and Mill Street in a T5-C zoning district ” is enumerated, this consent item is thereby approved.

PARTICIPATING ADDENDUM**CLOUD SOLUTIONS 2016-2026**

Lead by the State of Utah



Master Agreement #: AR2488

Contractor: **SHI INTERNATIONAL CORP**Participating Entity: **STATE OF MISSISSIPPI**

This standard contract addendum is an integral part of the contract entered into by and between SHI International Corp. and the Mississippi Department of Information Technology Services (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions, and governing authorities of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "Participating Entity". Contractor and Participating Entity are hereinafter collectively referred to herein as "Parties".

MASTER AGREEMENT TERMS AND CONDITIONS:

1. **Scope:** This addendum covers **Cloud Solutions** lead by the State of Utah for use by state agencies and other entities located in the State of Mississippi authorized by Mississippi statutes to utilize statewide contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher learning, political subdivisions, and other entities authorized to use statewide contracts in the State of Mississippi. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. **[Note: state entities purchasing cloud solutions from this Participating Addendum must comply with the Instructions for Use Memorandum published on the ITS website.]**
3. **Access to Cloud Solutions Services Requires State CIO Approval:** Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the Executive Director of the Mississippi Department of Information Technology Services.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Nick Grappone
Address:	290 Davidson Avenue, Somerset, NJ 08873
Telephone:	732-564-8189
Email:	nick_grappone@shi.com

Participating Entity

Name:	Craig P. Orgeron, Ph.D.
Address:	3771 Eastwood Drive, Jackson, Mississippi 39211
Telephone:	601-432-8000
Fax:	601-713-6380
Email:	issprojects@its.ms.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

The following contractual terms take precedence over all other parts (whether such other parts are specifically mentioned herein or not) of the Master Agreement entered into by and between the Lead State and Contractor:

1) **Mississippi Employment Protection Act.** Contractor represents that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi (hereinafter sometimes referred to as "the State" or "State" or "Mississippi"). As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

2) **Governing Law & Venue.** ITS contracts are governed by and interpreted under the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractual terms required by the statutes of the State of Mississippi are incorporated herein as if copied fully in words and figures.

3) **Availability of Funds.** The continuance of any ITS contract is based on availability of funds. It is expressly understood and agreed that the obligation of Participating Entity to proceed under any contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under the contract. If the funds anticipated for the fulfillment of the contract are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Participating Entity for the payments or performance due under the contract, Participating Entity shall have the right to immediately terminate the contract, without damage, penalty, cost or expense to Participating Entity of any kind whatsoever.

The effective date of termination shall be as specified in the notice of termination. Participating Entity shall have the sole right to determine whether funds are available for the payments or performances due under the contract.

4) **Taxes.** The Contractor is liable for all taxes. Sections 27-65-1, *et seq.*, and 27-67-1, *et seq.*, of the Mississippi Code exempt ITS and other State institutions from State sales and use taxes. Likewise Participating Entity will not pay excise or personal property taxes and if the Contractor is liable for these they should be taken into consideration in formulating the pricing of bids. It is the Contractor's responsibility to contact local taxing authorities in the state and county where equipment will be located to determine possible taxing liabilities in connection therewith.

5) **Timely Payments for Purchases by Public Bodies.** Any references to the payment of invoices and the imposition of late fees or interest within a specified time frame less than that allowed to a state agency for payment of invoices under the Mississippi statutes (Section 31-7-1 *et seq.*, of the Mississippi Code and other relevant statutes) are hereby deleted. Contractor shall submit invoices with the appropriate documentation to Participating Entity as services are rendered. Contractor shall submit invoices and supporting documentation electronically during the term of the contract using the processes and procedures identified by ITS. Participating Entity agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Participating Entity within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice.

6) **Penalties for Late Payments.** If payment of undisputed amounts is not made to Contractor within forty-five (45) days of Participating Entities' receipt of the invoice, Participating Entity shall be liable to Contractor for interest at a rate of one and one-half percent (1 ½ %) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized.

7) **Attorney's Fees and Costs.** Any reference to attorney's fees or court costs to be paid by Participating Entity is deleted.

8) **Indemnification and Holding Harmless.** Any references to Participating Entity indemnifying or holding harmless the Contractor are deleted. Participating Entity does not agree to defend or indemnify any contractor.

9) **Term of Contract.** Any references to automatic renewals of the contract term are hereby deleted. This Participating Addendum will become effective the date it is signed by all parties and will continue in effect until September 15, 2026, unless terminated early. The contract term may be extended only by written agreement of the Parties.

10) **Insurance.** All references to Participating Entity being required to purchase insurance are deleted. Participating Entity is self-insured and will not be required to purchase casualty and liability insurance. Contractor represents that it will maintain workers' compensation insurance as

prescribed by law, which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Participating Entity with a certificate of conformity providing the aforesaid coverage.

11) **Termination.** In addition to the termination procedure set forth in Item 3 above, either party may terminate the contract, in whole or in part, at any time, with or without cause, upon prior written notice to the other party of thirty (30) days. In the event of termination for any reason, the Contractor shall be entitled to compensation for services performed according to the specifications of the contract and to Participating Entities' satisfaction prior to the date of termination, less any costs which Participating Entity may be entitled to assess against the Contractor under the contract. Further, in the event of termination, Contractor shall refund any and all applicable unexpended prorated service fees previously paid by Participating Entity.

12) **No Liquidated Damages or Termination Fees.** Any references to Participating Entity paying liquidated damages or any amounts other than the cost of the products or services being provided by Contractor to Participating Entity are hereby deleted. Likewise, any requirement that Participating Entity pay any sort of early termination fee is also deleted. Participating Entity does not pay liquidated damages and termination fees.

13) **No Automatic Increases.** The rates, fees, charges and the like set forth in the contract are firm for the contract term and may only be revised by the mutual written agreement of both Parties. Any references to automatic price increases are hereby deleted. Increases in fees for products or services must be agreed to in writing by Participating Entity.

14) **No Exclusivity.** Any references to granting the Contractor exclusivity are hereby deleted. Participating Entity complies with applicable state laws regarding public purchases.

15) **Right to Trial by Jury.** Any references to mediation or to binding arbitration or to Participating Entity waiving its rights to a trial by jury are hereby deleted.

16) **Warranties.** Any provisions disclaiming implied warranties shall be null and void. See Section 11-7-18 and Section 75-2-719(4) of the Mississippi Code. The Contractor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose. Any references to Participating Entity limiting or waiving any common law warranty are deleted. Further, Participating Entity does not make any warranty.

17) **Limiting Liability.** Any provisions limiting Contractor's liability will only apply to Participating Entity to the extent it is permitted and not prohibited by the laws or constitution of Mississippi.

18) **Sovereign Immunities and Defenses.** Participating Entity does not waive its sovereign immunities or defenses as provided by law by entering into the contract, and any references limiting Participating Entities' remedies are hereby deleted.

19) **Assignment or Transfer.** Neither party may assign or otherwise transfer the contract or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This contract shall be binding upon the parties' respective successors and assigns.

20) **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify ITS immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless Participating Entity determines it to be in its best interest to terminate the contract.

21) **Accountability and Transparency Act.** In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of the contract and any subsequent amendments shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS.

22) **Risk of Loss and Title Upon Delivery.** Risk of loss to any products purchased will pass to Participating Entity upon delivery, and title to any hardware products purchased shall pass to Participating Entity upon delivery of same to ITS' specified location.

23) **Statute of Limitations.** Any references to a statute of limitations running against Participating Entity are hereby deleted. See Section 104 of the Mississippi Constitution and Section 15-1-51 of the Mississippi Code of 1972, as amended.

24) **Soliciting/Hiring Contractor Employees.** Any provisions prohibiting the solicitation or hiring of Contractor employees by Participating Entity and assessing Participating Entity with any costs/damages shall be and hereby are deleted.

25) **Litigation Control.** Any provision giving Contractor exclusive control over litigation is deleted. Participating Entity does not agree that Contractor may represent, prosecute or defend legal actions in its name.

26) **No Individual Liability for Executing Contract.** Contractor acknowledges that the individual executing the contract on behalf of ITS is doing so only in his/her official capacity, and to the extent that any provision contained in the contract exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

27) **Confidential Information.** With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that the Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the Participating Entity without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court

order as outlined in ITS Public Records Procedures. The parties further understand and agree that pursuant to Section 25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the terms of the Agreement shall not be deemed confidential information.

28) **Conflicts of Interest.** Contractor represents and warrants that no official or employee of the State of Mississippi or of Participating Entity and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of the Agreement no person having any such known interests shall be employed. Further, the Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from the Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing the Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event the Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

29) **No Guarantee of Amount to be Purchased.** There is no guarantee that a minimum amount of goods or services will be purchased under the Agreement. Any estimated quantities are for solicitation purposes only and are not to be construed as a guarantee. Further, Contractor shall obtain approval of ITS prior to the fulfillment of any order under this Agreement.

30) **ITS as Contracting and Purchasing Agent.** By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The Contractor understands and agrees that ITS, as contracting agent, is not responsible or liable for the performance or non-performance of any of a Participating Entity's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by a Participating Entity's funding source. Notwithstanding the above, the parties understand and agree that where ITS itself acts as a Participating Entity it is responsible for its actions or inactions under this agreement.

31) **Security Policies.** The Contractor acknowledges and agrees that it is important that the Contractor follow the same policies that the State of Mississippi follows to minimize security risks,

to ensure State and Federal laws are followed, to address issues regarding mobile device accessibility, to prevent outages, and to ensure standard architecture practices within the State of Mississippi's technology environment. As such, Contractor agrees to comply with the following.

(a) **Enterprise Security Policy.** The parties understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

(b) **Enterprise Cloud and Offsite Hosting Security Policy.** The parties understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Cloud and Offsite Hosting Security Policy. The parties understand and agree that the State's Enterprise Cloud and Offsite Hosting Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution and augments the Enterprise Security Policy. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

(c) **Mississippi Technology Policies, Standards, and Guidelines.** Contractor acknowledges and agrees to comply with the guidelines found at <http://www.its.ms.gov/Policies/Pages/default.aspx>.

32) **Mandatory Reports.** Contractor agrees to provide detailed quarterly utilization reports reflecting net sales to the State during the term of the Agreement. The reports will show the quantities and dollar volume of purchases by Purchasing Entity. Contractors shall submit to ITS the following quarterly reports:

(a) Reports shall contain at a minimum the following information:

- Department/Agency Name
- Customer type (State Agency, Local Government, Education K-12, Public University, etc.)
- Date Service Begins
- Product/Service Description
- Utilization
- Unit of Measure
- MSRP List Price
- Discount Applied
- NASPO ValuePoint Price Contracted to Department/Agency
- Quantity
- Total Price

(b) Report modifications: contractor shall agree that ITS reserves the right to modify the

format and information in the quarterly reports by providing the contractors thirty (30) calendar days written notice.

(c) Reports should be submitted electronically to naspocloud@its.ms.gov.

33) **Administrative Fees.** Contractor shall pay to ITS an Administrative Fee of one percent (1%) on the purchase price for all net sales to the State. The Administrative Fee must be rolled into Contractor's current pricing and not be shown as a separate line item on any invoice. ITS will invoice Contractor quarterly based on Contractor's sales to the State reported by Contractor per Item 32 herein and Contractor shall remit payment within forty-five (45) days. Contractor's failure to accurately and timely report total net sales, to submit usage reports, or remit payment of the Administrative Fee may be cause for suspension or termination of the Agreement or the exercise of any other remedies as provided by law.

34) **Data Ownership.** The State shall own all right, title and interest in all data used by, resulting from, and collected using the services provided. The Contractor shall not access Participating Entity accounts, or Participating Entity data, except (i) in the course of data center operation related to this solution; (ii) response to service or technical issues; (iii) as required by the express terms of this service; or (iv) at the Participating Entity's written request.

35) **Data Protection.** Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of Participating Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:

(a) All information obtained by the Contractor under this contract shall become and remain property of the State.

(b) At no time shall any data or processes which either belongs to or are intended for the use of State or its officers, agents, or employees be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

36) **Data Location.** The Contractor shall not store or transfer Participating Entity data outside of the United States. This includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access Participating Entity data remotely only as required to provide technical support.

37) **Encryption.** The Contractor shall encrypt all non-public data in transit regardless of the transit mechanism. For engagements where the Contractor stores non-public data, the data shall be **encrypted at rest**. The key location and other key management details will be discussed and negotiated by both parties. Where encryption of data at rest is not possible, the Contractor must describe existing security measures that provide a similar level of protection. Additionally, when the Contractor cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. The policy shall comply with the following requirements:

(a) The policy shall be issued by an insurance company acceptable to the Participating Entity and valid for the entire term of the contract, inclusive of any term extension(s).

(b) The Contractor and the Participating Entity shall reach agreement on the level of

liability insurance coverage required.

(c) The policy shall include, but not be limited to, coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract.

(d) At a minimum, the policy shall include third party coverage for credit monitoring, notification costs to data breach victims, and regulatory penalties and fines.

(e) The policy shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

(f) The policy shall include a provision requiring that the policy cannot be cancelled without thirty (30) days written notice.

(g) The Contractor shall be responsible for any deductible or self-insured retention contained in the insurance policy.

(h) The coverage under the policy shall be primary and not in excess to any other insurance carried by the Contractor.

(i) In the event the Contractor fails to keep in effect at all times the insurance coverage required by this provision, the Participating Entity may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

38) **Breach Notification and Recovery.** Unauthorized access or disclosure of non-public data is considered to be a security breach. The Contractor will provide immediate notification and all communication shall be coordinated with the ITS. When the Contractor or their sub-contractors are liable for the loss, the Contractor shall bear all costs associated with the investigation, response and recovery from the breach including but not limited to credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll free telephone call center services. Participating Entity shall not agree to any limitation on liability that relieves a Contractor from its own negligence or to the extent that it creates an obligation on the part of Participating Entity to hold a Contractor harmless.

39) **Notification of Legal Requests.** The Contractor shall contact ITS upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of any Participating Entity. The Contractor shall not respond to subpoenas, service of process, and other legal requests related to any Participating Entity without first notifying the Participating Entity, unless prohibited by law from providing such notice.

40) **Termination and Suspension of Service.** In the event of termination of the contract, the Contractor shall implement an orderly return of Participating Entity data in CSV or XML or another mutually agreeable format. The Contractor shall guarantee the subsequent secure disposal of State data.

(a) **Suspension of Services:** During any period of suspension of this Agreement, for whatever reason, the Contractor shall take no action to intentionally erase Participating

Entity data.

(b) **Termination of Any Services or Agreement in Entirety:** In the event of termination of any services or of the agreement in its entirety, the Contractor shall not take any action to intentionally erase any State data for a period of 90 days after the effective date of the termination. After such 90 day period, the Contractor shall have no obligation to maintain or provide any Participating Entity data and shall thereafter, unless legally prohibited, dispose of all Participating Entity data in its systems or otherwise in its possession or under its control as specified in section 7(d) below. Within this 90-day timeframe, Contractor will continue to secure and back up Participating Entity data covered under the contract.

(c) **Post-Termination Assistance:** Participating Entity shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.

(d) **Secure Data Disposal:** When requested by Participating Entity, the Contractor shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. Certificates of destruction shall be provided to Participating Entity.

41) **Background Checks.** The Contractor shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for a minimum of one (1) year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Participating Entity's information among the Contractor's employees and agents.

42) **Security Logs and Reports.** The Contractor shall allow the Participating Entity access to system security logs that affect this engagement, its data, and/or processes. This includes the ability to request a report of the activities that a specific user or administrator accessed over a specified period of time as well as the ability for an agency customer to request reports of activities of a specific user associated with that agency. These mechanisms should be defined up front and be available for the entire length of the agreement with the Contractor.

43) **Contract Audit.** The Contractor shall allow the Participating Entity to audit conformance including contract terms, system security and data centers as appropriate. The Participating Entity may perform this audit or contract with a third party at its discretion at the Participating Entity's expense.

44) **Sub-contractor Disclosure.** The Contractor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, who will be involved in any application development and/or operations.

45) **Sub-contractor Compliance.** Contractor must ensure that any agent, including a Contractor or subcontractor, to whom the Contractor provides access agrees to the same

restrictions and conditions that apply through this Agreement.

46) **Processes and Procedures.** The Contractor shall disclose its non-proprietary security processes and technical limitations to the Participating Entity so that the Participating Entity can determine if and how adequate protection and flexibility can be attained between the Participating Entity and the Contractor. For example: virus checking and port sniffing — the Participating Entity and the Contractor shall understand each other's roles and responsibilities.

47) **Operational Metrics.** The Contractor and the Participating Entity shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. At a minimum the SLA shall include:

- (a) Advance notice and change control for major upgrades and system changes
- (b) System availability/uptime guarantee/agreed-upon maintenance downtime
- (c) Recovery Time Objective/Recovery Point Objective
- (d) Security Vulnerability Scanning

For the faithful performance of the terms of the contract, the parties have caused this Contract Addendum to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services**

SHI International Corp

By: 
Authorized Signature

By: 
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: Natalie Castagno

Title: Executive Director

Title: Director of Response Team

Date: 10/2/18

Date: 9/24/18

OpenGov End User License Agreement

This End User License Agreement (this “Agreement”) is made between OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer listed on the signature block below (“Customer”). Customer is purchasing OpenGov services through an authorized reseller (“Reseller”). This Agreement, which takes effect on the date of the last signature below (“Effective Date”), sets forth the terms under which Customer may use OpenGov’s hosted software services.

1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document used between the Reseller and the Customer to purchase specified OpenGov services.
- 1.5. “Party” (or “Parties”) refers to OpenGov and/or Customer. For the avoidance of doubt, Reseller is not a Party to this Agreement.
- 1.6. “Subscription Term” means the period from the start date of the Software Services specified on the first Order Form to the last end date of the Software Services specified on any Order Form.

2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form (“Software Services”).
- 2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and

this Agreement.

- 2.3. Professional Services. If OpenGov or its authorized independent contractors provides professional services to Customer through Reseller, such as implementation services, then OpenGov will specify the professional services ("Professional Services") in an applicable statement of work ("SOW"). Unless otherwise specified in a SOW, any pre-paid professional services must be utilized within one year from the Effective Date.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Subscription Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service,

and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Subscription Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing Party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either Party; (e) information that was rightfully received by a Party from a third Party without restriction on use or disclosure; or (f) information independently developed by the receiving Party without access to the disclosing Party's Confidential Information.
- 5.3. Each Party agrees to obtain prior written consent before disclosing any of the other Party's Confidential Information. Each Party further agrees to use the other's Confidential Information only in connection with this Agreement. Each Party further agrees to protect the other Party's Confidential Information using the measures that it

employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a Party is required to disclose Confidential Information by law or court order, they must notify the other Party in writing before making the disclosure to give the other Party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Subscription Term. This Agreement commences when the Parties execute this Agreement and continues until the last end date of the Software Services specified on the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement will renew if Customer enters another Order Form for the Software Services and/or additional Professional Services before the end of the Subscription Term.
- 6.3. Termination. If either Party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching Party the non-breaching Party may terminate this Agreement. Neither Party shall have the right to terminate this Agreement early without a legally valid cause.
- 6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each Party shall (at the other Party's option) return or delete any of the the other Party's Confidential Information in its possession.

7. Payment of Fees

- 7.1. Fees for Software Services are due at the beginning of each year of the Subscription Term, and Customer must timely pay all applicable fees to Reseller to avoid interruption of the Software Services. Fees for Professional Services are due in advance, unless indicated otherwise in the Order Form.

8. Representations and Warranties; Disclaimer

- 8.1. By OpenGov.
- 8.2. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.3. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of

performance of such work to receive such warranty remedies.

- 8.4. **Software Services Warranty.** OpenGov further represents and warrants that for a period of 90 days after the subscription start date specified in the Order Form, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Subscription Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services to the Reseller.
- 8.5. **By Customer.** Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- 8.6. **Disclaimer.** OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. **By Type.** NEITHER OPENGOV NOR CUSTOMER, NOR THEIR SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. **By Amount.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID FOR THE SOFTWARE SERVICES UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each Party accepts liability to the other for: (a) claims based on either Party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either Party and (c) either Party's infringement of the other Party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes for OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the Parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The Parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither Party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the Party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of the Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of the Customer's jurisdiction.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

Signature page to follow.

Signatures	
Customer: 	OpenGov, Inc.
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

9. CONSIDERATION OF APPROVAL OF THE CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) CONTRACT WITH GARVER, LLC FOR THE SPRING STREET SOUTH TA PROJECT IN THE AMOUNT OF \$105,664.59.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the Construction Engineering and Inspection (CE&I) contract with Garver, LLC for the Spring Street South TA project in the amount of \$105,664.59” is enumerated, this consent item is thereby approved. The contract follows this page.

10. CONSIDERATION OF APPROVING THE LOW BID FROM HANNON, LLC IN THE AMOUNT OF \$116,081.00 FOR THE 2025 ADA IMPROVEMENTS PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the lower bid from Hannon, LLC in the amount of \$116,081.00 for the 2025 ADA Improvements Project” is enumerated, this consent item is thereby approved.

Item No.	Description	Estimated Quantity	Unit	GroundStone Construction, LLC		Hannon, LLC		Miller and Sons Const		Simmons, Inc.		Wildstone Construction Services	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
201-A001	Clearing & Grubbing	35.3	SY	\$ 300.00	\$ 10,590.00	\$ 100.00	\$ 3,530.00	\$ 85.00	\$ 3,000.50	\$ 87.00	\$ 3,071.10	\$ 250.00	\$ 8,825.00
202-B081	Removal of Concrete Sidewalks/Driveways/Asphalt	292.5	SY	\$ 17.00	\$ 4,972.50	\$ 50.00	\$ 14,625.00	\$ 55.00	\$ 16,087.50	\$ 87.00	\$ 25,447.50	\$ 100.00	\$ 29,250.00
202-B088	Removal of Curb & Gutter, All Types	235.0	LF	\$ 20.00	\$ 4,700.00	\$ 25.00	\$ 5,875.00	\$ 20.00	\$ 4,700.00	\$ 87.00	\$ 20,445.00	\$ 28.00	\$ 6,580.00
216-A001	Solid Sod	15.0	SY	\$ 55.00	\$ 825.00	\$ 25.00	\$ 375.00	\$ 50.00	\$ 750.00	\$ 30.00	\$ 450.00	\$ 16.00	\$ 240.00
503-C010	Saw Cut for Demolition, Full Depth	798.0	LF	\$ 15.00	\$ 11,970.00	\$ 15.00	\$ 11,970.00	\$ 3.00	\$ 2,394.00	\$ 15.75	\$ 12,568.50	\$ 28.00	\$ 22,344.00
608-B001	Concrete Sidewalk (includes ADA Ramps), with fiber reinforcement	264.4	SY	\$ 135.00	\$ 35,694.00	\$ 115.00	\$ 30,406.00	\$ 260.00	\$ 68,744.00	\$ 229.50	\$ 60,679.80	\$ 155.00	\$ 40,982.00
907-608-C001	Detectable Warning Panels, Cast in Place, Maroon	146.0	SF	\$ 40.00	\$ 5,840.00	\$ 35.00	\$ 5,110.00	\$ 26.00	\$ 3,796.00	\$ 30.00	\$ 4,380.00	\$ 48.00	\$ 7,008.00
609-B002	Concrete Curb, Header	36.0	LF	\$ 75.00	\$ 2,700.00	\$ 50.00	\$ 1,800.00	\$ 40.00	\$ 1,440.00	\$ 115.00	\$ 4,140.00	\$ 55.00	\$ 1,980.00
609-D001	Combination Concrete Curb and Gutter Type 1	40.0	LF	\$ 125.00	\$ 5,000.00	\$ 50.00	\$ 2,000.00	\$ 45.00	\$ 1,800.00	\$ 115.00	\$ 4,600.00	\$ 75.00	\$ 3,000.00
614-B001	Concrete Pavement 6", with fiber reinforcement	114.0	SY	\$ 165.00	\$ 18,810.00	\$ 135.00	\$ 15,390.00	\$ 260.00	\$ 29,640.00	\$ 229.50	\$ 26,163.00	\$ 155.00	\$ 17,670.00
618-A001	Maintenance of Traffic	1.0	LS	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00	\$ 22,000.00	\$ 22,000.00	\$ 38,000.00	\$ 38,000.00
620-A001	Mobilization	1.0	LS	\$ 24,506.00	\$ 24,506.00	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00	\$ 15,250.00	\$ 15,250.00	\$ 18,000.00	\$ 18,000.00
				\$ 130,607.50		\$ 116,081.00		\$ 164,352.00		\$ 199,194.90		\$ 193,879.00	

11. CONSIDERATION OF APPROVING TASK ORDER #1 IN THE AMOUNT OF \$16,000.00 FOR BURNS COOLEY DENNIS TO PERFORM GEOTECHNICAL ROAD BORINGS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of Task Order #1 in the amount of \$16,000.00 for Burns Cooley Dennis to perform geotechnical road borings” is enumerated, this consent item is thereby approved. This work will be performed under the master services agreement with Burns Cooley Dennis that was approved earlier this year.

12. CONSIDERATION TO ACCEPT THE JANUARY 2025 FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “acceptance of the January 2025 Financial Statements as presented” is enumerated, this consent item is thereby approved.

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

***Spring Street Connector South
STP-7131-00(001)LPA / 109583-701000
Oktibbeha County***

THIS CONTRACT, is made and entered into by and between the ***City of Starkville***, a body Politic of the State of Mississippi (the "LPA"), and, ***Garver*** (the "CONSULTANT"), an ***LLC***, duly registered to do business in the State of Mississippi, whose address for mailing is ***1076 Highland Colony Pkwy, #325, Ridgeland, MS, 39157***, , effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform ***engineering and inspection services for roadway and pedestrian improvements along Spring Street from MS Highway 12 to Locksley Way, and traffic signal improvements at Spring Street and Locksley Way***, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform ***Engineering*** services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all ***Engineering*** services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction ***Engineering*** services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA** and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction ***Engineering*** services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including

but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such a case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will the CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all rights, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in ***Oktibbeha*** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in ***Oktibbeha County***, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security’s E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby, and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist, and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT’S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Lynn Spruill, Mayor
City of Starkville
110 W Main Street
Starkville, MS 39579
Phone: 662-323-2525
l.spruill@cityofstarkville.org

For Technical Matters:

Cody Burnett, P.E., City Engineer
City of Starkville
110 W Main Street
Starkville, MS 39579
Phone: 662-323-2525
c.burnett@cityofstarkville.org

CONSULTANT:

For Contractual Matters:

Wayne Black, PE
Garver, LLC
1076 Highland Colony Pkwy, Suite 325
Ridgeland, MS 39157
Phone: 601-825-3633
Fax: 601-825-3650
twblack@garverusa.com

For Technical Matters:

Shannon Wells, PE
Garver, LLC
1076 Highland Colony Pkwy, Suite 325
Ridgeland, MS 39157
Phone: 601-825-3633
Fax: 601-825-3650
mswells@garverusa.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 19727
Surveyor # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 14934
Surveyor # 2888

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 19th day of February, 2024.

City of Starkville



Mayor Lynn Spruill

WITNESS this my signature in execution hereof, this the ____ day of _____, 2024.

Garver, LLC

By: *Wayne Black, Business Team Leader*

ATTEST: _____
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The **Engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction **Engineering** services shall consist of all **Engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to ensure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval. However, in the event that a signed letter is issued from the MDOT District Materials Engineer stating that MDOT will perform the listed sampling and/or testing services, the CONSULTANT shall not be required to perform those services listed in the letter.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *Engineer*}.

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer**'s dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project **Engineer**:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$ 105,664.59** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable, and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls, and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	Loaded Rate
Wayne Black, P.E.	Principle (E-5)	\$269.02
Shannon Wells, P.E., P.S.	Project Manager (E-5)	\$232.00
Brian Ratliff, P.E.	Engineer (E-6)	\$272.08
Skylar Jones, P.E.	Engineer (E-2)	\$151.07
Christina Kemp, E.I.	Project Engineer (E-1)	\$128.07
Brad Conley	Traffic Technology Specialist (T-4)	\$160.06
	Inspector I	\$99.87
	Administrative Assistant (AM-2)	\$97.51

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 105,664.59 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$90,517.85	\$5,200.00	\$9,946.74	\$105,664.59

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000

PERIOD _____, 20____ THROUGH _____, 20____

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED _____, 20____, AS RELATES TO

PROJECT NO. ____-____-____-____-____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53,
No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 2024.

Garver, LLC

BY: _____
Wayne Black, P.E. Business Team Leader

ATTEST: _____

My Commission Expires: _____

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the 19th day of February, 2024.

City of Starkville



Mayor Lynn Spruill

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

136653

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____
Authorized Officer or Agent Date

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 2024.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

13. CONSIDERATION OF THE QUOTE WITH ELECTION SYSTEMS AND SOFTWARE (ESS) FOR THE APRIL 1, 2025 PRIMARY ELECTION FOR ELECTION SUPPORT, TRAINING, MACHINE RENTAL AND PROGRAMMING WITH ELECTRONIC VOTING AT A COST OF \$13,825.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the quote with Election Systems and Software (ESS) for the April 1, 2025 Municipal Primary Election for election support, training, machine rentals and programming with the electronic voting at a cost of \$13,825.00” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO APPLY FOR THE 2025 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT IN THE AMOUNT OF \$20,321.82 FROM THE U.S. DEPARTMENT OF TRANSPORTATION, PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN JOINT EFFORT WITH OKTIBBEHA COUNTY EMA WITH A 20% CITY MATCH OF \$4,064.36 FOR THE PURCHASE OF EQUIPMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval to apply for the 2025 Hazardous Materials Emergency Preparedness Grant in the amount of \$20,321.82 from the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration in joint effort with Oktibbeha County EMA with a 20% match in the amount of \$4,064.36 for the purchase of various equipment items” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO TRANSITION EDTRON TAYLOR TO A FULL TIME SANITATION WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval to transition Edtron Taylor to a full time Sanitation Worker” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE JOHANNAH OWUSU AND JOSHUA STOCKTON AS POLICE OFFICERS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Johannah Owusu and Joshua Stockton as Starkville Police Officers” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE ALAN KACHELMAN AS A UTILITIES ANALYST / GIS ANALYST IN STARKVILLE UTILITIES IN A FULL-TIME, TEMPORARY POSITION WITH A TERM OF EMPLOYMENT LASTING UP TO TWO (2) YEARS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Alan Kachelman as a Utilities Analyst / GIS Analyst in Starkville Utilities in a full-time, temporary position with a term of employment lasting up to two (2) years” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF THE RENEWAL OF CIVICREADY MASS COMMUNICATIONS SYSTEM, INCLUDING NOAA WEATHER ALERTS FOR THE YEARLY COST OF \$16,631.57.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the renewal of the CivicReady Mass Communications System including NOAA weather alerts for the annual cost of \$16,631.57” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF APPROVING THE LOWER NATIVE SEED QUOTES FROM PRAIRIE MOON NURSERY, ROUNDSTONE NATIVE SEED COMPANY, AND NATIVE AMERICAN SEED IN THE TOTAL AMOUNT OF \$12,129.76 FOR DELIVERY TO THE PARKS DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the lower seed quotes from Prairie Moon Nursery, Roundstone Native Seed Company, and Native American Seed in the amount of \$12,129.76 for delivery to the Parks department” is enumerated, this consent item is thereby approved. The Bid Tab follows this page.

20. CONSIDERATION OF THE LOWER QUOTE FROM EVERGREEN LANDSCAPE MANAGEMENT IN THE AMOUNT OF \$10,540.00 FOR THE PLANTING OF 17 TREES AT CORNERSTONE PARK.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of low quote from Evergreen Landscape & Management in the amount of \$10,540.00 for the planting of 17 trees at Cornerstone Park” is enumerated, this consent item is thereby approved.

Quotes for 17 Nyssa Sylvatica Black Gum 10 – 12’ in height with 20-gallon Gator watering bags:
Evergreen Landscape - \$10,540.00, Ambiance Landscape - \$12,087.00 and Stewart - \$14,246.00

21. CONSIDERATION TO PURCHASE FROM COMSOUTH MISSION CRITICAL SOLUTIONS, THE LOWER OF TWO QUOTES, A RADIO TRAFFIC RECORDING SYSTEM AS REQUIRED BY STATE LAW AND CALEA STANDARDS AT A ONE-TIME COST OF \$10,245.00, AND AN OPTION TO PURCHASE AN EXTENDED FACTORY WARRANTY AT \$1,230.17 ANNUALLY AFTER THE 1-YEAR WARRANTY EXPIRES, AND OPTIONAL SOFTWARE UPDATE SUBSCRIPTION AT \$475.50 ANNUALLY AFTER THE FIRST YEAR.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval to purchase from Comsouth Mission Critical Solutions (the lower of two quotes), a radio traffic recording system as required by State Law (MS Dept of Achives & History GSM 08 05 tape recordings) and CALEA Standards at a one-time cost of \$10,245.00, and an option to purchase an extended factory warranty at \$1,230.17 annually after the 1-year warranty expires, and optional software update subscription at \$475.50 annually after the first year” is enumerated, this consent item is thereby approved.

Second Quote: Equature DSS Corporation: Annual Dues \$4,465.04 plus Professional Service fee \$1,750.00 the first-year and Annual Dues of \$4,465.04 for 10 years.

22. CONSIDERATION FOR 13 STARKVILLE POLICE DEPARTMENT OFFICERS TO ATTEND FREE TACTICAL TRAINING AT THE GULF COAST REGIONAL FUGITIVE TRAINING FACILITY IN BIRMINGHAM, ALABAMA IN MAY WITH ADVANCE TRAVEL.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval for 13 Police Officers to attend free tactical training at the Gulf Coast Regional Fugitive Training Facility in Birmingham, AL with advance travel” is enumerated, this consent item is thereby approved.



ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

24065 - Cornerstone Park Wildflower Seed Planting

Quote Tabulation - January 27, 2025

Details: Covers Basins 1 and 2, approximately 3 acres			Consultant's Estimate		Prairie Moon Nursery		Roundstone Native Seed		Native American Seed	
Common Name	Botanical Name	Quantity	Unit	Estimated Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
Little Bluestem	Schizachyrium scoparium	4.0	LBS	\$ 15.00	\$ 60.00	\$ 18.00	\$ 72.00	\$ 15.75	\$ 63.00	\$ 15.61
Purple Lovegrass	Eragrostis spectabilis	3.0	LBS	\$ 29.00	\$ 87.00	\$ 450.00	\$ 1,350.00	\$ 315.00	\$ 945.00	\$ -
Sideoats grama	Bouteloua curtipendula	11.0	LBS	\$ 39.00	\$ 429.00	\$ 30.00	\$ 330.00	\$ 36.00	\$ 396.00	\$ 39.61
Lemon beebalm	Monarda citriodora	7.0	LBS	\$ 69.00	\$ 483.00	\$ 79.00	\$ 553.00	\$ 78.75	\$ 551.25	\$ 69.61
Partridge pea	Chamaecrista fasciculata	7.0	LBS	\$ 29.00	\$ 203.00	\$ 25.00	\$ 175.00	\$ 15.75	\$ 110.25	\$ 29.61
Black-eyed susan	Rudbeckia hirta	7.0	LBS	\$ 24.00	\$ 168.00	\$ 25.00	\$ 175.00	\$ 28.35	\$ 198.45	\$ 24.61
Pinkladies	Oenothera speciosa	3.0	LBS	\$ 129.00	\$ 387.00	\$ 60.00	\$ 180.00	\$ 216.00	\$ 648.00	\$ 129.61
Lance-leaved coreopsis	Coreopsis lanceolata	20.0	LBS	\$ 27.00	\$ 540.00	\$ 50.00	\$ 1,000.00	\$ 25.65	\$ 513.00	\$ 27.61
Illinois bundleflower	Desmanthus illinoensis	4.0	LBS	\$ 15.00	\$ 60.00	\$ 20.00	\$ 80.00	\$ 11.25	\$ 45.00	\$ 15.61
Swamp milkweed	Asclepias incarnata	24.0	LBS	\$ 129.00	\$ 3,096.00	\$ 150.00	\$ 3,600.00	\$ 135.00	\$ 3,240.00	\$ 129.61
Swamp sunflower	Helianthus angustifolius	17.0	LBS	\$ 89.00	\$ 1,513.00		\$ -	\$ 145.44	\$ 2,472.48	\$ 129.61
Frostweed	Verbisina virginica	7.0	LBS	\$ 299.00	\$ 2,093.00		\$ -	\$ 256.50	\$ 1,795.50	\$ -
Foxglove beardtongue	Penstemon digitalis	3.0	LBS	\$ 89.00	\$ 267.00	\$ 90.00	\$ 270.00	\$ 112.50	\$ 337.50	\$ -
Prairie spiderwort	Tradescantia occidentalis	4.0	LBS	\$ 800.00	\$ 3,200.00	\$ 135.00	\$ 540.00	\$ 315.00	\$ 1,260.00	\$ -
Ironweed	Vernonia gigantea	3.0	LBS	\$ 120.00	\$ 360.00	\$ 120.00	\$ 360.00	\$ 121.50	\$ 364.50	\$ -
Prairie blazing star	Liatris pycnostachya	2.0	LBS	\$ 240.00	\$ 480.00	\$ 250.00	\$ 500.00	\$ 180.00	\$ 360.00	\$ 149.61
Freight, if separate		1	EA			\$ 356.80	\$ 356.80	\$ 340.00	\$ 340.00	

Total Weight	126.0 LBS
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Total Order Cost	\$ 12,120.76
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23. CONSIDERATION OF THE RECEIPT AND THE USE OF THE 2025 WIRELESS COMMUNICATION FUNDS TO PURCHASE (5) KENWOOD VIKING VP8000, MODEL 2 PORTABLE RADIOS AT \$17,529.90 AND (7) KENWOOD VM-5930 700-800 MOBILE RADIO'S AT \$17,212.16 FOR A TOTAL COST OF \$34,742.06 FROM COMSOUTH MISSION CRITICAL SOLUTIONS AS SOLE SOURCE AND COMPATIBLE WITH THE EXISTING SYSTEM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the receipt and the use of the City of Starkville 2025 Wireless Communication fund to purchase (5) Kenwood Viking VP8000, Model 2 Portable Radios at \$17,529.90 and (7) Kenwood VM-5930 700-800 Mobile Radio’s at \$17,212.16 for a total cost of \$34,742.06 from Comsouth Mission Critical Solutions, as sole source items in that they are compatible with the existing system” is enumerated, this consent item is thereby approved.

24. CONSIDERATION TO PURCHASE FROM KIRK AUTO GROUP, THE LESSER OF TWO QUOTES, AT A COST OF \$72,300.00, A NEW 2024 CHEVY TAHOE – POLICE PURSUIT VEHICLE, WHICH IS A SPECIALTY BUILT K9 SUV, WITH STATE FORFEITED FUNDS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the purchase from Kirk Auto Group (the lesser of two quotes) at a cost of \$72,300.00, a new 2024 Chevy Tahoe – PPV (Police Pursuit Vehicle) which is a specialty built K9 SUV, with State Forfeited Funds” is enumerated, this consent item is thereby approved. Two Quotes: Kirk Auto Group - \$72,300.00 and Pine Belt Auto Group - \$72,595.00

25. CONSIDERATION OF THE LOW QUOTE FROM G&L TANK SANDBLASTING AND COATINGS, LLC FOR NEW LOGOS ON THE BLUEFIELD WATER TANK IN THE AMOUNT OF \$40,000.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the lower quote from G&L Tank Sandblasting and Coatings, LLC for new logos on the Bluefield Water Tank in the amount of \$40,000.00” is enumerated, this consent item is thereby approved.

Two Quotes: G&L Tank Sandblasting and Coatings, LLC-\$40,000.00 and Utility Service Co., Inc.- \$55,373.00

26. CONSIDERATION OF THE LOW QUOTE FROM CHAMBERS SERVICES, LLC FOR INSERTION VALVE INSTALLATION AT THE USDA BUILDING IN THE AMOUNT OF \$7,950.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Chambers Services, LLC for insertion valve installation at USDA building in the amount of \$7,950.00” is enumerated, this consent item is thereby approved.

Two quotes: Chambers Services, LLC-\$7,950.00 and Consolidated Pipe & Supply-\$8,000.00

27. CONSIDERATION OF TASK ORDER NO. 2 WITH CASSADY COMPANY, INC. TO PROVIDE ENGINEERING SERVICES FOR THE TRIM CANE LIFT STATION EVALUATION IN AN AMOUNT NOT TO EXCEED \$10,000.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of Task Order No. 2 with Cassady Company, Inc. to provide engineering services for the Trim Cane Lift Station Evaluation in an amount not to exceed \$10,000.00” is enumerated, this consent item is thereby approved.

28. CONSIDERATION OF ACCEPTING THE LOWER QUOTE FROM CONSOLIDATED PIPE SUPPLY IN THE AMOUNT OF \$11,400.00 FOR TWO 6” WATER METERS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Consolidated Pipe & Supply in the amount of \$11,400.00 for two 6” water meters” is enumerated, this consent item is thereby approved.

Two quotes: Consolidated Pipe & Supply - \$11,400.00 and Central Pipe Supply, Inc. - \$12,222.16

29. CONSIDERATION OF AUTHORIZATION OF WORK ORDER AMENDMENT #1 WITH GARVER, LLC FOR THE DESIGN AND BID PHASE SERVICES RELATED TO THE CLARIFIER REHABILITATION PROJECT AT A COST NOT TO EXCEED \$378,400.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of Work Order Amendment #1 with Garver, LLC for the design and bid phase services related to the Clarifier Rehabilitation project at a cost not to exceed \$378,400.00” is enumerated, this consent item is thereby approved. This work order amendment will add services related to the Clarifier Rehabilitation project to the existing Work Order #1 which covers services related to the Headworks Improvements project. The work related to the clarifiers will be designed and bid in conjunction with the headworks and be included in one construction contract.

30. CONSIDERATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$7,475.00 INCLUDING MATERIAL AND LABOR TO REPLACE A DAMAGED 12” VALVE AT THE MONTGOMERY WELL.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the February 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Bill Young in the amount of \$7,475.00 including material and labor to replace a damaged 12” valve at Montgomery well” is enumerated, this consent item is thereby approved.

Two Quotes: Bill Young - \$7,475.00 and Donald Smith Company, Inc. - \$8,975.00

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill reminded everyone that absentee voting for the Primary Election has begun at City Hall weekdays from 8 am to 5 pm, February 18 through March 28 and Saturdays, March 22 and 29, from 8 am to noon.

BOARD OF ALDERMEN COMMENTS:

Alderman Brooks stated he was pleased with recent sales tax numbers.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, felt many citizens were unhappy with recent Presidential election.

Timothey Bourne, Starkville Oktibbeha County School District representative for 16th section leases, asked the Board to grant grace to Ms Shumaker in regards to her Special Exception request for 1560 Louisville Street. He stated the School District should not have leased her the land without consulting the city on zoning first and will be more careful in the future.

PUBLIC APPEARANCE: None

PUBLIC HEARING:

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 320 SCALES ST., STARKVILLE, MS 39759, WITH PARCEL NUMBER 102B-00-093.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

Code Enforcement Officer Gabriel Steenwyk presented 320 Scales St., Starkville, MS 39759, with the parcel number 102B-00-093.00. Initial inspection was performed by Code Enforcement Officer Gabriel Steenkyk on January 29, 2025, and re-inspection on February 3, 2025, by Code Enforcement Officer Gabriel Steenkyk and Sgt. Scotty Carrithers. Both inspections contained conditions not suitable for public health and safety such as rotting wood siding on the exterior walls of the structure, water damage, and overall upkeep of the property being neglected and natural deterioration over time. Public Notices of the public hearing were posted on the front entrance window at City Hall and on the subject property on February 4, 2025. Notification letters of the public hearing were sent on February 4, 2025, to the property tax payer/owner. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court. The Administrative Inspection Warrant was executed by Sgt. Scotty Carrithers and Officer Gabriel Steenwyk on February 4, 2025, at approximately 08:42 hrs. Photographs were taken of the outside of the structure, as well as some taken on the inside of the structure at that time.

The owner, Lynette Johnson, was present and addressed the Mayor and Board. She asked for eight months to remove some personal items from the property and to list the property for sale. Discussion followed.

Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing.

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at <https://www.cityofstarkville.org/> under the City Ordinances then Unified Development Code.

Property Link OKTIBBEHA COUNTY, MS

Current Date 1/28/2025

Tax Year 2024

Records Last Updated 1/27/2025

PROPERTY DETAIL			
OWNER	JOHNSON LYNETTE	ACRES : **NA**	
	2065 TURKEY CREEK RD	LAND VALUE : 40000	
		IMPROVEMENTS : 39340	
	STARKVILLE MS 39759	TOTAL VALUE: 79340	
		ASSESSED : 7934	
PARCEL	102B-00-093.00		
ADDRESS	320 SCALES		
TAX INFORMATION			
YEAR 2024	TAX DUE	PAID	BALANCE
COUNTY	23.91	23.91	0.00
CITY	13.89	13.89	0.00
SCHOOL	28.63	28.63	0.00
TOTAL	66.43	66.43	0.00
LAST PAYMENT DATE		1 / 7 / 2025	
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOT 18-H LESS 40' OFF N/S BLK		
HOMESTEAD CODE	O65	44	
TAX DISTRICT	1110	MAP 102B DB/PG 570/551 714/10	
PPIN	000824		
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		
Book	Page		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		



STARKVILLE
MISSISSIPPI'S GOLF & GEM TOWN

MYGOV.US City of Starkville, MS

Phone: (662) 323-4941

STARKVILLE
COMMUNITY COLLEGE

Lynette Johnson
2065 TURKEY CREEK RD
Starkville, MS 39759

Case No. 25-000023
Filed: February 03, 2025

320 Scales,
Starkville, MS 39759

Lot 18-h Less 40' Off N/s Blk 44

This is your official notice that you will need to bring the property into compliance no later than February 17, 2025.

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: Lynette Johnson

Dilapidated Structures [MCA Section 21-19-11]

Property or parcel of land determined to be menace to public health, safety and welfare

Remove Dilapidated Structure

It is the duty of person(s) in violation to comply by removing dilapidated structures.



Unsafe Structures and Equipment [IPMC 2021 Section 111]

When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

MYGOV.US 25-000023, 02/03/2025 at 8:22 AM

Page 1/3

MYGOV.US 25-000003, 02/03/2025 at 8:22 AM

Page 2/3

MYGOV.US 25-000023, 02/03/2025 at 8:22 AM

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(PDF OF THE PUBLIC HEARING NOTICE)

LYNETTE JOHNSON
2065 TURKEY CREEK RD
STARKVILLE, MS 39759

PARCEL NUMBER: 102B-00-093.00

320 SCALES ST., STARKVILLE, MS 39759

If you have any questions or seek additional information, contact Starkville's Police Department

Code Enforcement Officer Sarah Perez or Officer Gabriel Steenwyk (662)323-4847



The photographs below were taken from the public view at the city road by Officer Gabriel Steenwyk at the second inspection on February 3, 2025, at approximately 09:54 hrs.



An Administrative Inspection Warrant was issued and signed by Judge Brian Kelley on February 3, 2025. This Administrative Inspection Warrant was executed by Sgt. Scotty Carrithers, Officer Gabriel Steenwyk on February 4, 2025, at approximately 08:42 hrs. Photographs were taken of the property and of the outside of the structure.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

This day personally appeared before me, the undersigned judicial officer of the City of Starkville, Oktibbeha County, Mississippi, Code Enforcement Sergeant Scotty Carrithers and Officer Gabriel Steenwyk, are both known to be credible persons, who after being first duly sworn, depose and say:

1. That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:
The entire house including any locked or secured rooms or compartments at 320 Scales St., Starkville, Oktibbeha, Mississippi, with parcel # 102B-00-093.00, and any out buildings on the property to include a garage and storage buildings.

1. That the place described above is occupied and controlled by:
LYNETTE JOHNSON
2. That said things particularly described as follows:
Any and all evidence of structural damage and dilapidated conditions that are unsafe for human habitation and a menace to the public health, safety, and welfare.
3. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:
IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1 SUB SECTION D. (GENERAL INSURANCE), AS WELL AS 202 MISSISSIPPI CODE 21-19-11(HEALTH, SAFETY, AND WELFARE).
4. The facts tending to establish the following grounds for issuance of an Administrative Inspection Warrant are set forth in the affidavit with attached about headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants cannot therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed during normal business hours to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken, and bring the things seized before the court hearing, and prepare a written inventory of the items seized, and have them and there with, with your proceedings noted therein.
5. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which is itself unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

Witness my hand on this the 3 day of February, 2025

Brian Kelley
Municipal Court Judge

RETURN

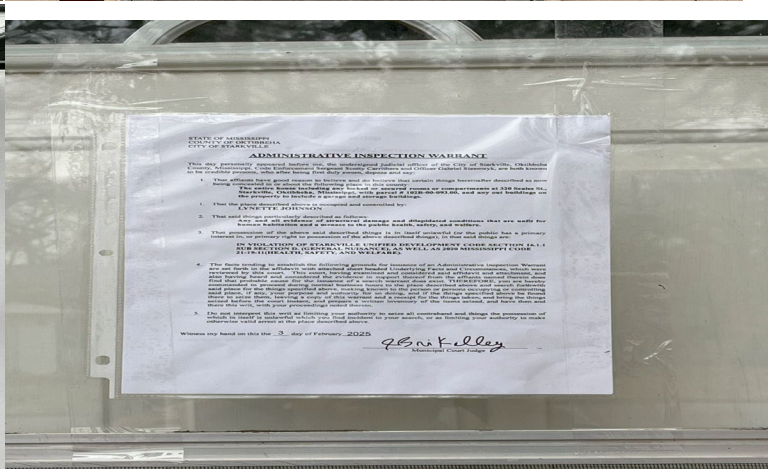
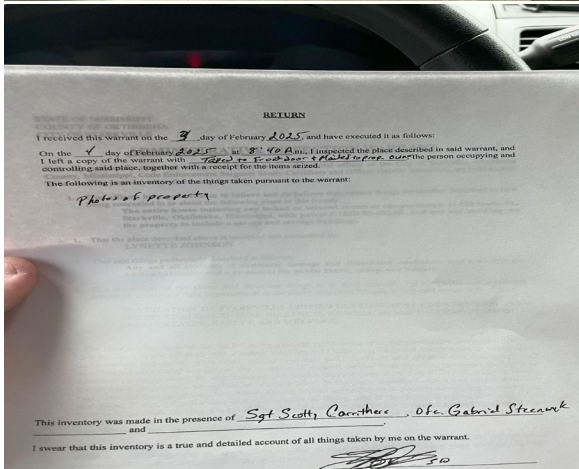
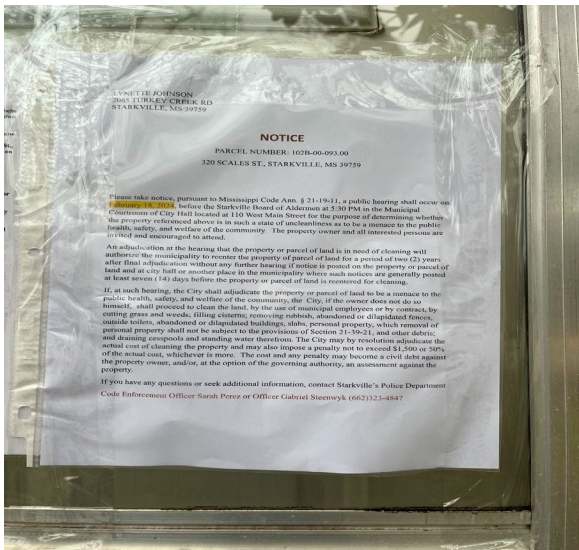
I received this warrant on the 3 day of February, 2025, and have executed it as follows:
On the 4 day of February, 2025, at 8:40 AM, I inspected the place described in said warrant, and I left a copy of the warrant with Taffee to the door & placed it on the person occupying and controlling said place, together with a receipt for the items seized.

The following is an inventory of the things taken pursuant to the warrant:
Photos of property

This inventory was made in the presence of Sgt. Scotty Carrithers and Off. Gabriel Steenwyk
and
I swear that this inventory is a true and detailed account of all things taken by me on the warrant.

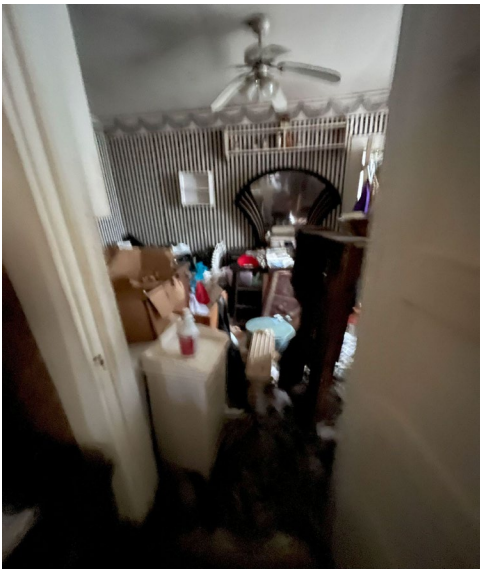
Sworn to and subscribed and returned before me on this the _____ day of February _____

Official Title: _____











31. CONSIDERATION TO DETERMINE WHETHER THE PROPERTY LOCATED AT 320 SCALES ST., STARKVILLE, MS 39759, WITH PARCEL NUMBER 102B-00-093.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT THE PROPERTY COULD BE CLEANED UNDER MISS. CODE ANN. § 21-19-11.

Alderman Rupp, duly seconded by Alderman Vaughn, offered a motion to determine the property, located at 320 Scales St., Starkville, MS 39759, with the parcel number 102B-00-093.00, is a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the city give this property owner thirty days to clear out any items the owner wishes to keep before the city takes action to clean the property at the owner's expense.

The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

32. RECONSIDERATION SE 24-13: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOME ON A VACANT LOT LOCATED AT 1560 LOUISVILLE STREET IN AN RN ZONING DISTRICT.

Alderman Sistrunk, duly seconded by Alderman Moreland, offered a motion to deny the request for SE 24-13.

The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Nay
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Nay
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

33. CONSIDERATION OF AN APPLICATION FOR A FREE PORT WAREHOUSE LICENSE FROM VIBE, LLC (DBA GLO).

Alderman Brooks, duly seconded by Alderman Sistrunk, offered a motion for the City of Starkville to approve the application for a Free Port Warehouse License from Vibe, LLC (dba Glo). The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Recused
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Absent
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

34. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of February 10, 2025 for fiscal year ending 9/30/25, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

General Fund	001	\$ 316,311.90
Restricted Police Fund	002	59.94
Airport Fund	015	31,885.93
Sanitation / Environ Services	022	71,752.59
Parks Capital Project Fund (2023)	312	65,885.17
Park and Rec Tourism	375	529,911.60
Sub Total Before Utilities		\$ 1,015,807.13
Utilities Dept.	SED	521,912.59
Total Claims	Total	\$ 1,537,719.72

35. A MOTION TO GO INTO CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a Closed Session to determine if there is a proper cause for Executive Session. Upon the motion of Alderman Rupp, seconded by Alderman Vaughn, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed. The Board entered closed session.

36. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Vaughn offered a motion, seconded by Alderman Rupp, to exit closed session and return to open session. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea

Alderman Roy A'. Perkins Voted: Yea

Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in and then announced that the Board had elected not to go into Executive Session.

37. MOTION TO ADJOURN UNTIL MARCH 4, 2025 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Moreland, for the Board of Aldermen to adjourn the meeting until March 4, 2025 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Kim Moreland Voted: Yea

Alderman Sandra Sistrunk Voted: Yea

Alderman Jeffrey Rupp Voted: Yea

Alderman Mike Brooks Voted: Yea

Alderman Hamp Beatty Voted: Absent

Alderman Roy A'. Perkins Voted: Yea

Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

SIGNED AND SEALED THIS THE 4th DAY OF MARCH, 2025.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK