



**CITY OF BYRAM
AGENDA FOR THE REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN
THURSDAY, NOVEMBER 30, 2023 , 6:00 PM
City Hall: 5901 Terry Road, Byram, MS**

- 1. Welcome and Call to Order**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Presented Items**
 - (a) Approval to amend the agenda to include under Consent Agenda, item q, approval of Tyler Technologies "SaaS" Software as a Service Agreement, and under Discussion and Action, to add a Special Event Application for Dockery Grill to hold a "Back the Blue" event, and to delete item 7c, approval to hire a Public Safety Dispatcher**
- 6. Approval of Consent Agenda Items**
 - (a) Approval of Minutes from the Work Session of the Mayor and Board of Aldermen held November 6, 2023**
 - (b) Approval of minutes from the Regular Meeting of the Mayor and Board of Aldermen held November 9, 2023**
 - (c) Approval of annual membership dues to the National League of Cities in the amount of \$1,701.00 (001-195-622)**
 - (d) Approval of 48 month rental renewal contract with RJ Young for the Court Services copier in the amount of \$213.75/month (001-110-650)**
 - (e) Approval of annual renewal agreement with Tyler Technologies for Utility Billing software in the amount of \$10,286.00 (400-700-650)**
 - (f) Acceptance of Memorandum of Understanding between the City of Byram and the Bureau of Alcohol, Tobacco, Firearms and Explosives**

- (g) Approval for Chief David Errington to attend Police Chiefs Legislative Meeting in Oxford, MS Dec. 11, 2023 at no cost to the City - Chief David Errington**
- (h) Approval for Captain Kevin Turner to attend the 2024 New Police Chiefs Orientation in Ridgeland, MS January 14-19, 2024, with \$500.00 registration fee to the Mississippi Association of Chiefs of Police, and no estimated travel expense to the City (001-200-611)**
- (i) Approval for Police recruit Boris Joiner to attend Basic Class #273 in Pearl, MS from January 7 through March 21, 2024, with \$4,000.00 registration to Mississippi Law Enforcement Officers Training Academy, which is reimbursable by the Department of Public Safety Board of Standards and Training, and no estimated travel cost to the City (001-200-611)**
- (j) Approval for Officer Shawn Walters to attend a Strategic Self Defense and Gunfighting Tactics Patrol Rifle Instructor course in Rushton, LA, December 4-8, 2023, with \$750.00 registration fee to Triad Martial Arts, Inc., and estimated travel expenses of \$897.67 (001-200-610/611)**
- (k) Approval to use \$6,983.41 received from the sale of seized assets previously approved for auction, for K-9 use (001-000-360)**
- (l) Approval of annual renewal of Power DMS policy compliance software in the amount of amount of \$5,889.63. This software is used for Standards for MSLEAC, MSLEAC Manual, etc. for Accreditation (001-200-650)**
- (m) Approval for Austin Brown to attend the MS Trainee Agility Test course, January 10, 2024, in Pearl, MS, with \$20.00 registration to the State Fire Academy and no estimated travel cost to the City (001-260-611)**
- (n) Approval of budgeted \$45,142.00 payment to Rogers Dabbs Chevrolet for a 2023 Chevrolet Silverado truck (001-301-915)**
- (o) Approval for Aldermen to to attend the Mississippi Municipal League Mid-Winter conference in Jackson, January 9 - 11, 2024, with \$150.00 registration fee per Alderman, and no estimated travel expense to the City (001-100-611)**
- (p) Approval for Aldermen to attend the Mississippi Black Caucus of Local Elected Officials Mid-Winter Conference in Jackson, January 7 - 8, 2024, with \$150.00 registration fee per Alderman, and no estimated travel expense to the City (001-100-611)**
- (q) Approval of Tyler Technologies SaaS - Software as a Service Agreement**

7. Discussion and Action

- (a) Approval of claims from November 1 to November 22, 2023 in the amount of \$401,861.82**

- (b) Approval to hire a Public Safety Dispatcher with full benefits, contingent upon successful completion of the hiring process**
- (c) This item has been removed from the agenda: approval to hire a Public Safety Dispatcher**
- (d) Approval of a Special Event Application for a "Back the Blue" event at Dockery Grill, December 15th and 16th, 2023**

8. Announcements

- (a)**
 - Christmas Tree Lighting Ceremony, hot chocolate, cookies and pictures with Santa - tonight at 7:00 p.m. at the Pocket Park, across from Kroger**
 - Byram Christmas Spirit Competition for the best decorated homes and businesses starts tonight and runs through December 14th**
 - Ward 4 Meeting with Alderman Mack, Monday, December 4th, 6:00 P.M. at City Hall**
 - Christmas Parade, Saturday, December 9th at 10:00 a.m.**
 - Regular Meeting of the Mayor and Board of Aldermen, Thursday, December 14th at 7:00 p.m. at City Hall, 5901 Terry Road**

9. Adjourn

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 5.a

FOR: Approval to amend the agenda to include under Consent Agenda, item q, approval of Tyler Technologies "SaaS" Software as a Service Agreement, and under Discussion and Action, to add a Special Event Application for Dockery Grill to hold a "Back the Blue" event, and to delete item 7c, approval to hire a Public Safety Dispatcher

INTRODUCED BY: Angela Richburg, City Clerk

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.a

FOR: Approval of Minutes from the Work Session of the Mayor and Board of Aldermen held November 6, 2023

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

File Name

[2023 11.6 WS.pdf](#)

**CITY OF BYRAM
MINUTES FOR WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN
MONDAY, NOVEMBER 6, 2023, 6:30 P.M.
City Hall, 5901 Terry Road, Byram, MS**

1. Welcome and Call to Order

Mayor White called the Work Session to Order at 7:30 p.m.

2. Roll Call

Present: Richard White, Mayor

Erma Johnson, Alderman Ward I

Diandra Hosey, Alderman Ward II, Mayor Pro Tem

Robert Amos, Alderman Ward III

Roschelle Gibson, Alderman Ward V

Roshunda Harris-Allen, Alderman At Large (via Zoom)

Angela Richburg, City Clerk

Legal Counsel Present: Attorney Zachary Giddy

Absent: Teresa Mack, Alderman Ward IV

David Moore, Alderman Ward VI

3. Presented Items

a. Discussion of redistricting guidelines with CMPDD Representatives

David Wade and Tony Wonch

No action taken

b. Discussion of November 9th meeting agenda

No action taken

4. Adjourned at 7:35 p.m.

APPROVED: _____

Richard White, Mayor

Date: _____

ATTEST: _____

Angela Richburg, City Clerk

Date: _____

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.b

FOR: Approval of minutes from the Regular Meeting of the Mayor and Board of Aldermen held November 9, 2023

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

File Name
[2023 11.9.pdf](#)

**CITY OF BYRAM
MINUTES FOR REGULAR MEETING OF THE MAYOR
AND BOARD OF ALDERMEN
THURSDAY, NOVEMBER 9, 2023, 7:00 PM
City Hall, 5901 Terry Road**

1. Welcome and Call to Order

Mayor White called the meeting to order at 7.06 P.M.

2. Invocation

3. Pledge of Allegiance

4. Roll Call

Present: Richard White, Mayor

Erma Johnson, Alderman Ward I

Diandra Hosey, Alderman Ward II, Mayor Pro Tem

Robert Amos, Alderman Ward III

Teresa Mack, Alderman Ward IV

Roschelle Gibson, Alderman Ward V

David Moore, Alderman Ward VI

Roshunda Harris-Allen, Alderman At Large

Angela Richburg, City Clerk

Legal Counsel Present: Attorney John Scanlon

5. Presented Items

- a. Approval of the lowest and best bid for Jayroe Drive drainage improvements to Fordice Construction Company in the amount of \$213,425.00 - Mr. Ron McMaster**

Motion to accept the lowest and best bid for Jayroe Drive drainage improvements in the amount of \$213,425.00 by Fordice Construction Company

Moved By: Alderman Johnson

Seconded By: Alderman Gibson

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

- b. Public Hearing for the purpose of determining whether or not rezoning shall be allowed on three tracts of land on the Byram Parkway - Eric Munden, Building Official**

Motion to open Public Hearing

Moved By: Alderman Gibson

Seconded By: Alderman Amos

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

Persons that addressed the Board during the Public Hearing were Attorney Mark Brand and Building Official Eric Munden. An opportunity to address the Mayor and Board of Aldermen was afforded to those in opposition, with no one speaking. All Hearing requirements having been met, the Board found that conditions precedent to the granting of a Petition to amend the City of Byram Official Zoning Map, as required by Section 5.600.16 of the City of Byram's Official Zoning Ordinance of May 23, 2019, exist and have been satisfied in regard to the granting of the Petition, and specifically, the Mayor and Board of Aldermen found and determined that a mistake had been made at the time of the adoption of the City of Byram Official Zoning Map on May 23, 2019, and that there is a public need for the rezoning and the land use requested in the Petition.

Motion to approve the rezoning of the subject property from (R-E) Residential Estate District Classification to (C-3) General Commercial District Classification

Moved By: Alderman Hosey

Seconded By: Alderman Harris-Allen

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

Motion to close Public Hearing at 7:25 P.M.

Moved By: Alderman Johnson

Seconded By: Alderman Gibson

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

6. Approval of Consent Agenda Items

Motion to approve Consent Agenda with the exclusion of Item p

Moved By: Alderman Gibson

Seconded By: Alderman Harris-Allen

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

- (a) Approval of Minutes from the Regular Meeting of the Mayor and Board of Aldermen held on October 26th, 2023 - Angela Richburg, City Clerk**
- (b) Approval of a Resolution by the City of Byram Regarding the Mississippi Outdoor Stewardship Trust Fund Program - Angela Richburg, City Clerk**
- (c) Approval to donate two computers and one monitor to the City of Satartia - Angela Richburg, City Clerk**
- (d) Approval of the attached Purchasing Policy, updated to match State Purchasing Law - Angela Richburg, City Clerk**
- (e) Approval of the attached Debt Book contract (001-140-650)**

- (f) **\$31,424.40 to Mills, Scanlon, Dye & Pittman for October legal fees - Angela Richburg, City Clerk**
- (g) **\$14,202.60 to Guest Consultants for October engineering fees - Angela Richburg, City Clerk**
- (h) **\$69,000.00 to Pickering Firm, Inc. for MCWI Grant application and design (400-700-602)**
- (i) **Acceptance of a Certification of Completion presented to Paula Morrison by the Mississippi Judicial College of the University of Mississippi Law Center for having attended the 2023 Municipal Court Clerk's Conference - Angela Richburg, City Clerk**
- (j) **\$495.00 to Axon Enterprise, registration for Sgt. M. Aycox to attend Taser Instructor Certification Course at the Mississippi Bureau of Narcotics, in Hinds County. Nov. 29,2023 (001-200-611)**
- (k) **Acceptance of \$250.00 donation for the 2023 Byram Police Department Christmas Toy Drive from Raworth and Harvel, Inc. - Chief David W. Errington**
- (l) **Approval to surplus 1 light bar, 2 dispatch chairs, and 2 Chrome books - Chief David W. Errington**
- (m) **Acceptance of Memorandum of Understanding between City of Byram and The United States Secret Service**
- (n) **Approval for Sgt. T. Thomas to attend CIT Academy Train the Trainer Course at the Hinds Behavioral Health Services in Jackson, MS on Nov. 15-16, 2023 at no cost to the City - Chief David W. Errington**
- (o) **Approval of the attached contract and \$2,000.00 deposit to Resource Entertainment Group for Dr. Zarr's Amazing Funk Monster to play at the Swinging Bridge Festival (100-550-676)**
- (p) **Acceptance of the final plat for Handley Blvd. Extension**
Motion to accept the Final Plat for Handley Blvd Extension subject to adding a required signature block
 Moved By: Alderman Gibson
 Seconded By: Alderman Amos
 MOTION Passed
 Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen
- (q) **Approval of Hemphill Construction quote for \$22,750.00 for Byram Parkway Pump Station Improvements (400-700-577)**

Discussion/Action

7. **\$288,341.45 Claims from October 18th to November 1st, 2023 - Angela Richburg, City Clerk**
Motion to approve Claims Docket
Moved By: Alderman Hosey
Seconded By: Alderman Gibson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Gibson, Moore, Harris-Allen
Nayes: Mack
8. **Approval of Change Order for Fire Station No. 2 - Fire Chief Fred Green**
Motion to approve Change Order
Moved By: Alderman Johnson
Seconded By: Alderman Gibson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen
9. **Approval to hire a Utility Billing Clerk at \$15.00 per hour with full benefits, contingent upon successful completion of the hiring process - Bill Miley, Public Works Director**
Motion to hire Alysia Haley as a Utility Billing Clerk at \$15.00 per hour with full benefits, contingent upon successful completion of the hiring process
Moved By: Alderman Hosey
Seconded By: Alderman Gibson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen
10. **Discussion of Travel Policy - Alderman Teresa Mack**
Alderman Mack requested that this discussion be tabled until the January work session
11. **Department Head's Monthly Reports**
No action taken
12. **Announcements**
No action taken
13. **Adjourn**
Motion to Adjourn at 7:46 P.M.
Moved By: Alderman Gibson
Seconded By: Alderman Harris-Allen
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

APPROVED: _____
Richard White, Mayor

Date: _____

ATTEST: _____
Angela Richburg, City Clerk

Date: _____

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.c

CONSENT AGENDA: 1701.00

FOR: Approval of annual membership dues to the National League of Cities in the amount of \$1,701.00 (001-195-622)

DISTRIBUTION: 001-195-622

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

File Name

[NLC invoice.pdf](#)

CITIES STRONG TOGETHER

Customer #: 0003314750

Ms. Angela E Richburg
City of Byram
PO BOX 720222
Byram, MS 39272-0222

Invoice

Invoice # : 185718
Invoice Date: 12/01/2023
Invoice Terms: NET10

Description	Quantity	Price	Discount	Amount
Direct Member Dues				
Direct Member Dues	1	\$1,701.00	\$0.00	\$1,701.00

Invoice Total	\$1,701.00
Taxes	\$0.00
Amount Paid	\$0.00
PLEASE PAY	\$1,701.00

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

Invoice#: 185718

Customer #: 0003314750

Ms. Angela E Richburg
City of Byram
PO BOX 720222
Byram, MS 39272-0222

Remit Payment To:

National League of Cities
PO Box 70511, Philadelphia, PA 19176-0511

Total Due: **\$1,701.00**
Amt Remitted : _____

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.d

FOR: Approval of 48 month rental renewal contract with RJ Young for the Court Services copier in the amount of \$213.75/month (001-110-650)

DISTRIBUTION: 001-110-650

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

File Name

[RJ Young Court copier.pdf](#)

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Byram/Court Services (hereinafter referred to as Customer), and Canon _____ (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer 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 the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: 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 State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name RJ Young Co
Title
Address 2030 NW Progress Pkwy
City, State, & Zip Code Jackson MS 39213

For the Customer:

Name City of Byram
Title Court Services
Address Box 720222
City, Byram 39272

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or 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 Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, 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. 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. The Vendor 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 Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) 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 (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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

Witness my signature this the 4th day of November, 2023.

Vendor: R J Young Co.

By: 

Authorized Signature

Printed Name: Chester Wasser

Title: Sales

Witness my signature this the _____ day of _____, 2023.

Customer: City of Byram/Court Services

By: 

Authorized Signature

Printed Name: 

Title: 

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200067907

Vendor Company Name: RJ Young

Customer Agency Name: City of Byram/Court Services

Bill to Address: P O Box 72022 Byram MS. 39272

Ship to Address: 5909 Terry Road Byram MS. 39272

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Canon DX C3930i Digital Copier w/2-550 Sheet Cassettes, Cabinet W, Finisher-L1 & Fax-BH1(\$152.00). Service will include all parts & supplies for up to 2,000 black pages per Month (\$20.80). Color pages would include 700 (\$40.95). <i>annual</i> Overages at .0104 (Black) and .0585 (Color). Paper & staples not included.	\$213.75 Mo.

Delivery Schedule and Installation Date: 2/1/2024

Rental Term: 48 Months

Start Date: 2/1/2024.

End Date: 1/31/2028

Modifications:



Vendor Signature



Customer Signature

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.e

CONSENT AGENDA: 10,286.00

FOR: Approval of annual renewal agreement with Tyler Technologies for Utility Billing software in the amount of \$10,286.00 (400-700-650)

DISTRIBUTION: 400-700-650

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

File Name

[Byram MS - ERP Pro 9 Utility Billing Reinstatement 9-5-23.pdf](#)



Sales Quotation For:

City of Byram
PO Box 720609

Byram MS 39272-0609

Quoted By:

Lori Dudley

Quote Expiration:

11/3/23

Quote Name:

ERP Pro 9.01 UB
Reinstatement

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro powered by Incode	
ERP Pro 9 Customer Relationship Management Suite	
Utility Billing Water/Gas	\$ 10,286
TOTAL:	\$ 10,286

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 10,286
Total Tyler Services		
Summary Total	\$ 0	\$ 10,286
Contract Total	\$ 10,286	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.f

FOR: Acceptance of Memorandum of Understanding between the City of Byram and the Bureau of Alcohol, Tobacco, Firearms and Explosives

INTRODUCED BY: Police Chief David W. Errington

ATTACHMENTS:

File Name

[2023_MOU_BPD_AND_ATF.pdf](#)

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF),

And

Byram Police Department

This Memorandum of Understanding (“MOU”) is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”) and Byram Police Department (“participating agency”) as it relates to the ATF Violent Crime Task Force (herein referred to as the “Task Force”).

The parties signing this memorandum of understanding hereto agree that it is to their mutual benefit to cooperate in eliminating the illegal flow of firearms to the criminal element. The cooperation will involve the investigation and prosecution of those individuals criminally misusing and illegally trafficking firearms, as well as the sharing of illegal firearms trafficking related information and intelligence.

BACKGROUND

Firearms-related violence is one of this Nations’ primary concerns. Firearms-related violence, spurred by an indifference to human life, is depleting the cultural and economic resources of our society and is eroding the basic quality of life for many Americans.

Despite the diligent efforts of law enforcement, illicit sources of firearms continue to be available to the criminal element. Some licensed firearms dealers are engaged in unlawful diversion and distribution of firearms. Other unlicensed individuals legitimately or, through the use of fraudulent identification or straw purchases or theft, illegitimately acquire firearms and illegally supply them to the criminal elements. As the number of violent crimes committed with firearms continue to increase nationwide, Federal, State, and local law enforcement officials must work together to effectively develop and implement enforcement strategies to combat this dangerous trend. Each party to this agreement recognizes that one of the most effective methods to identify illegal sources of firearms is through the systematic tracing of all recovered crime related firearms.

AUTHORITIES

The authority to investigate and enforce offenses under provisions of this MOU are found at 28 U.S.C. § 599A, 28 C.F.R. §§ 0.130, 0.131, and 18 U.S.C. § 3051.

PURPOSE

The Task Force will perform the activities and duties described below:

- a. Investigate firearms trafficking
- b. Investigate firearms related violent crime
- c. Gather and report intelligence data relating to trafficking in firearms
- d. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Mississippi.

MEASUREMENT OF SUCCESS

The success of this initiative will be measured by the participating agencies willingness to share certain information, (i.e., crime statistics) for the purpose of measuring the success of the task force as well as its performance.

Enforce Federal firearms laws in order to remove violent offenders from our communities, and keep firearms out of the hands of those prohibited by law from possessing them.

Performance Indicator:	Percent change in violent firearms crime in metropolitan areas with a substantial ATF presence (as compared with similar areas).
Performance Indicator:	Percentage of high-crime cities with an ATF presence demonstrating a reduction in violent firearms crime when compared to the national average.

PHYSICAL LOCATION

Officers/agents assigned to this Task Force by their employer shall be referred to as task force officers (TFOs). TFOs will be assigned to the ATF Jackson Field Office and will be located at 100 W Capitol Street, Jackson, MS.

SUPERVISION AND CONTROL

The day-to-day supervision and administrative control of TFOs will be the mutual responsibility of the participants, with the ATF Special Agent in Charge or his/her designee having operational control over all operations related to this Task Force.

TFOs shall remain subject to their respective agencies' policies and shall report to their respective agencies regarding matters unrelated to this agreement/task force. With regard to matters related to the Task Force, TFOs will be subject to Federal law and Department of Justice and ATF orders, regulations and policies, including those related to standards of conduct, sexual harassment, equal opportunity issues, and Federal disclosure laws.

Failure to comply with this section could result in a TFO's dismissal from the Task Force.

PERSONNEL, RESOURCES AND SUPERVISION

To accomplish the objectives of the Task Force, ATF will assign 2 Special Agents to the Task Force. ATF will also, subject to the availability of funds, provide necessary funds and equipment to support the activities of the ATF Special Agents and TFOs assigned to the Task Force. This support may include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

Each participating agency agrees to make available to its assigned task members any equipment ordinarily assigned for use by that agency. In the event ATF supplies equipment (which may include vehicles, weapons, or radios), TFOs must abide by any applicable ATF property orders and policy and may be required to enter into a separate agreement for their use.

To accomplish the objectives of the Task Force, the **Byram Police Department** agrees to detail 1 full-time TFO to the Task Force for a period of not less than two (2) years. As per ATF O 3501.1A, a Special Deputy is a sworn State, county, or local law enforcement officer assigned to an ATF task force on a part time basis and whose department has a fully executed task force MOU on file with ATF. For purposes of this particular MOU, SDs are included under the term "TFOs" unless the MOU provision expressly indicates that it applies only to "full-time TFOs."

All full-time TFOs shall qualify with their respective firearms by complying with ATF's Firearms and Weapons Policy.

SECURITY CLEARANCES

All TFOs will undergo a security clearance and background investigation, and ATF shall bear the costs associated with those investigations. TFOs must not be the subject of any ongoing investigation by their department or any other law enforcement agency, and past behavior or punishment, disciplinary, punitive, or otherwise, may disqualify one from eligibility to join the Task Force. ATF has final authority as to the suitability of TFOs for inclusion on the Task Force.

DEPUTATIONS

ATF, as the sponsoring Federal law enforcement agency, will require that the participating agency's TFOs be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws.

A TFO will not be considered for Department of Justice legal representation if named as a defendant in an individual-capacity lawsuit alleging constitutional violations unless all deputation paperwork has been completed and approved prior to the event(s) at issue in the lawsuit.

The participating agencies agree that any Federal authority that may be conferred by a deputation is limited to activities supervised by ATF and will terminate when this MOU is terminated or when the deputized TFOs leave the Task Force, or at the discretion of ATF.

ASSIGNMENTS, REPORTS, AND INFORMATION SHARING

An ATF supervisor or designee will be empowered with designated oversight for investigative and personnel matters related to the Task Force and will be responsible for opening, monitoring, directing, and closing Task Force investigations in accordance with ATF policy and the applicable United States Attorney General's Guidelines.

Assignments will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the ATF supervisor.

All investigative reports will be prepared utilizing ATF's investigative case management system, (N-Force) utilizing ATF case report numbers. The participating agency will share investigative reports, findings, intelligence, etc., in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there will be no duplication of reports, but rather a single report prepared by a designated individual which can be duplicated as necessary. Every effort should be made to document investigative activity on ATF Reports of Investigation (ROI), unless otherwise agreed to by ATF and the participating agency(ies). This section does not preclude the necessity of individual TFOs to complete forms required by their employing agency.

Information will be freely shared among the TFOs and ATF personnel with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. No information gathered during the course of the Task Force, to include informal communications between TFOs and ATF personnel, may be disseminated to any third party, non-task force member by any task force member without the express permission of the ATF Special Agent in Charge or his/her designee.

Any public requests for access to the records or any disclosures of information obtained by task force members during Task Force investigations will be handled in accordance with applicable federal statutes, regulations, and policies pursuant to the Freedom of Information Act and the Privacy Act, and other applicable federal and/or state statutes and regulations.

INVESTIGATIVE METHODS

The parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where state or local laws are more restrictive than comparable Federal law, investigative methods employed by state and local law enforcement agencies shall conform to those requirements, pending a decision as to a venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and

procedures of ATF. All Task Force operations will be conducted and reviewed in accordance with applicable ATF and Department of Justice policy and guidelines.

None of the parties to this MOU will knowingly seek investigations under this MOU that would cause a conflict with any ongoing investigation of an agency not party to this MOU. It is incumbent upon each participating agency to notify its personnel regarding the Task Force's areas of concern and jurisdiction. All law enforcement actions will be coordinated and cooperatively carried out by all parties to this MOU.

INFORMANTS

ATF guidelines and policy regarding the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses directed by TFOs.

Informants developed by TFOs may be registered as informants of their respective agencies for administrative purposes and handling. The policies and procedures of the participating agency for handling informants will apply to all informants that the participating agency registers. In addition, it will be incumbent upon the registering participating agency to maintain a file with respect to the performance of all informants or witnesses it registers. All information obtained from an informant and relevant to matters within the jurisdiction of this MOU will be shared with all parties to this MOU. The registering agency will pay all reasonable and necessary informant expenses for each informant that a participating agency registers.

DECONFLICTION

Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the Task Force, which, if disclosed to unauthorized persons, could endanger law enforcement personnel and the public. As a result of this concern, each participating agency agrees to adopt security measures set forth herein:

- a. Each participating agency will assign primary and secondary points of contact.
- b. Each participating agency agrees to keep its points of contact list updated.

The points of contact for this Task Force are:

ATF: Resident Agent in Charge Robert Haar

Participating Agency: Byram Police Chief David Errington

EVIDENCE

Evidence will be maintained by the lead agency having jurisdiction in the court system intended for prosecution. Evidence generated from investigations initiated by a TFO or ATF special agent intended for Federal prosecution will be placed in the ATF designated vault, using the procedures found in ATF orders.

All firearms seized by a TFO must be submitted for fingerprint analysis and for a National Integrated Ballistic Information Network (NIBIN) examination. Once all analyses are completed, all firearms seized under Federal law shall be placed into the ATF designated vault for proper storage. All firearms information/descriptions taken into ATF custody must be submitted to ATF's National Tracing Center.

JURISDICTION/PROSECUTIONS

Cases will be reviewed by the ATF Special Agent in Charge or his/her designee in consultation with the participating agency and the United States Attorney's Office and appropriate state's attorney offices, to determine whether cases will be referred for prosecution to the U.S. Attorney's Office or to the relevant state's attorney's office. This determination will be based upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

In the event that a state or local matter is developed that is outside the jurisdiction of ATF or it is decided that a case will be prosecuted on the state or local level, ATF will provide all relevant information to state and local authorities, subject to Federal law. Whether to continue investigation of state and local crimes is at the sole discretion of the state or local participating agency.

USE OF FORCE

All TFOs will comply with ATF and the Department of Justice's (DOJ's) Use of Force orders and policies. TFOs must be briefed on ATF's and DOJ's Use of Force policy by an ATF official and will be provided with a copy of such policy.

BODY WORN CAMERAS AND TASK FORCE OFFICERS

In accordance with ATF Order 3020.4, dated June 2, 2022, and incorporated herein, Body Worn Cameras (BWCs) may be worn by TFOs operating on a Federal Task Force when their parent agency mandates their use by personnel assigned to the task force. In such cases, the TFO and parent agency shall comply with all DOJ and ATF policies, and the required procedures, documentation, and reporting while participating on the task force.

MEDIA

Media relations will be handled by ATF and the U.S. Attorney's Office's public information officers in coordination with each participating agency. Information for press releases will be reviewed and mutually agreed upon by all participating agencies, who will take part in press conferences. Assigned personnel will be informed not to give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and, when appropriate, the relevant prosecutor's office.

All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53 shall not be made except as provided by law.

SALARY/OVERTIME COMPENSATION

During the period of the MOU, participating agencies will provide for the salary and employment benefits of their respective employees. All participating agencies will retain control over their employees' work hours, including the approval of overtime.

ATF may have funds available to reimburse overtime to the state and local TFO's agency, subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of a memorandum of agreement (MOA) established pursuant to the provisions of 28 U.S.C. section 524. The participating agency agrees to abide by the applicable Federal law and policy with regard to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The participating agency must be recognized under state law as a law enforcement agency and their officers/ troopers/investigators as sworn law enforcement officers. If required or requested, the participating agency shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for the purpose of overtime payment from the Department of Justice Asset Forfeiture Fund. **This MOU is not a funding document.**

In accordance with these provisions and any MOA on asset forfeiture, the ATF Special Agent in Charge or designee shall be responsible for certifying reimbursement requests for overtime expenses incurred as a result of this agreement.

AUDIT INFORMATION

Operations under this MOU are subject to audit by ATF, the Department of Justice's Office of the Inspector General, the Government Accountability Office, and other Government-designated auditors. Participating agencies agree to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for expenses either incurred during the course of this Task Force or for a period of not less than three (3) years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

FORFEITURES/SEIZURES

All assets seized for administrative forfeiture will be seized and forfeited in compliance with the rules and regulations set forth by the U.S. Department of Justice Asset Forfeiture guidelines. When the size or composition of the item(s) seized make it impossible for ATF to store it, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge and to maintain the property in the same condition as when it was first taken into custody. The agency storing said seized property agrees not to dispose of the property until authorized to do so by ATF.

The MOU provides that proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice Asset Forfeiture policies on equitable sharing of assets, such as determining the level of involvement by each participating agency. Task Force assets seized through administrative forfeiture will be distributed in equitable amounts based upon the number of full-time persons committed by each participating agency. Should it become impossible to separate the assets into equal shares, it will be the responsibility of all the participating agencies to come to an equitable decision. If this process fails and an impasse results ATF will become the final arbitrator of the distributive shares for the participating agencies

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible.

LIABILITY

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including TFOs, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act, 28 U.S.C. sections 1346(b), 2672-2680.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, (unless the claim arises from a violation of the Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States for individual capacity claims is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any state or local law enforcement officer.

Liability for any negligent or willful acts of any agent or officer undertaken outside the terms of this MOU will be the sole responsibility of the respective agent or officer and agency involved.

DURATION

This MOU is effective with the signatures of all parties and terminates at the close of business on September 30, 2028.

This MOU supersedes previously signed MOUs and shall remain in effect until the aforementioned expiration date or until it is terminated in writing (to include electronic mail and

facsimile), whichever comes first. All participating agencies agree that no agency shall withdraw from the Task Force without providing ninety (90) days written notice to other participating agencies. If any participating agency withdraws from the Task Force prior to its termination, the remaining participating agencies shall determine the distributive share of assets for the withdrawing agency, in accordance with Department of Justice guidelines and directives.

This MOU shall be deemed terminated at the time all participating agencies withdraw and ATF elects not to replace such members, or in the event ATF unilaterally terminates the MOU upon 90 days written notice to all the remaining participating agencies.

MODIFICATIONS

This agreement may be modified at any time by written consent of all participating agencies. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATURES

_____/_____
David Errington Date
Chief
Byram Police Department

_____/_____
Joshua Jackson Date
Special Agent in Charge, ATF
New Orleans Field Division

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.g

FOR: Approval for Chief David Errington to attend Police Chiefs Legislative Meeting in Oxford, MS
Dec. 11, 2023 at no cost to the City - Chief David Errington

INTRODUCED BY:

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.h

CONSENT AGENDA: 500.00

FOR: Approval for Captain Kevin Turner to attend the 2024 New Police Chiefs Orientation in Ridgeland, MS January 14-19, 2024, with \$500.00 registration fee to the Mississippi Association of Chiefs of Police, and no estimated travel expense to the City (001-200-611)

DISTRIBUTION: 001-200-611

INTRODUCED BY: Chief David W. Errington

ATTACHMENTS:

File Name

[2023_NEW_POLICE_CHIEFS_ORIENTATION.pdf](#)

From: Mississippi Association of Chiefs of Police <kwinter@mschiefs.org>
Sent: Tuesday, November 21, 2023 9:49 AM
To: Ayn Reed
Subject: [External]Your latest Mississippi Association of Chiefs of Police invoice

Your invoice for order #35643

Hi Kevin,

Here are the details of your order placed on November 21, 2023:

[Order #35643] (November 21, 2023)

Product	Quantity	Price
<u>2024 NEW POLICE CHIEFS ORIENTATION</u>		
Event Time: January 14, 2024 5:00 Pm - January 19, 2024 3:00 Pm Event Location: Embassy Suites by Hilton Jackson North Ridgeland	1	\$500.00
Subtotal:		\$500.00
Total:		\$500.00

Ticket Holder Details

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.i

CONSENT AGENDA: 4,000.00

FOR: Approval for Police recruit Boris Joiner to attend Basic Class #273 in Pearl, MS from January 7 through March 21, 2024, with \$4,000.00 registration to Mississippi Law Enforcement Officers Training Academy, which is reimbursable by the Department of Public Safety Board of Standards and Training, and no estimated travel cost to the City (001-200-611)

DISTRIBUTION: 001-200-611

INTRODUCED BY: Police Chief David W. Errington

ATTACHMENTS:

File Name

[2023_B_JOINER_RECRUIT_CLASS_273_010724.pdf](#)



Basic Class # 273

January 7 – March 21, 2024

(480 hours) 11 weeks

Tuition: \$4,000.00

Important Dates

Pre-PT test at MLEOTA (Gym)

December 5, 2023 @ 9:00 a.m.

Basic Class Begins at MLEOTA (Gym)

January 7, 2024 @ 8:00 a.m.

ATTENTION:

This is an eleven (11) week Basic Class consisting of 480 training hours. This class will consist of ten (10) hour training days, four (4) days a week, for eleven (11) weeks.

Application Deadline

The Academy must receive your original application and a Xerox copy of the same by December 14, 2023.

Please mail these documents to:

MLEOTA – Attn. Barbara Loyd
3791 Hwy 468 W
Pearl, MS 39208

The Academy must receive your application by December 14, 2023

All Recruits are requested to report to the Academy on January 7, 2024, by 9:00 AM to meet in the MLEOTA gym and be prepared to do the Pre-Entrance PT exam.

All Recruits must have application and physical completed to participate in the Pre-PT test on 1/7/2024.

OFFICERS ARE RESPONSIBLE FOR REPORTING IN THEIR OWN PERSONAL PT GEAR. THE ACADEMY WILL NOT PROVIDE PT GEAR FOR THE TEST ON THAT FIRST DAY.

For cancellations, please call 601-933-2101 or email Barbara Loyd at BLoyd@dps.ms.gov

PLEASE BE SURE OF THE FOLLOWING:

- Return original and 1 copy of the application (pages 1-9) - No lab reports or extra medical forms.
- Return 2 copies of proof of high school education and criminal history NCIC Report
- Make sure Application and Medical forms are completed in full
- Please pay strict attention in answering questions 11-14 on page 5 of the medical forms
- Make sure results of EKG are included
- Photo of officer
- Copies of CPR and First Aid Cards – please send with application

*Note: Please return these as soon as possible

Important Information

Basic Law Enforcement

Training Basic Class # 273

January 7 – March 21, 2024 (480 Hours)

- You have indicated that you have an officer(s) to send to Basic Law Enforcement Training Class. The completed, original application, along with a Xerox copy, must be returned to this office by the stated deadlines.
- You will be billed on the 6th week of the class for tuition. Tuition may be paid by check or money order and made payable to the Mississippi Law Enforcement Officers Training Academy (MLEOTA).
- Certification of your officer(s) by the Board on Law Enforcement Officer Standards and Training (BLEOST) will not be processed until your tuition has been paid in full.
- Self-Sponsored, are required to pay a non-refundable fee of \$600.00 at application submission. You will then be required to pay quarterly. The first quarter the remaining balance of \$400.00 is required. The remaining quarters will require payment of \$1000.00 each. All payments are required to be paid in full before certifications can be received.
- Enclosed please find the following: 1) Application(s) for Basic Law Enforcement Training. 2) A list of supplies needed by the officer during training.
- Please answer every question. The application(s) will be returned to your office if any part is not filled out completely.
- The results of the EKG must be listed on page 4, item 5. It is not necessary to attach the printout.
- Signatures are required in several places. Please be sure the physician, the officer/student, and the agency head sign in each place indicated.

If you will NOT be using your training slots, please call 601-933-2101.

TO: Chiefs, Sheriffs, and Administrators

FROM: Director, MLEOTA

Basic class training is \$4,000 for eleven (11) weeks and prorated for those individuals who do not complete the entire 11-week course.

For the potential participants of the Basic Law Enforcement Training Class, we will be offering physical fitness test. The test will be administered on the class-reporting day.

We require the application of the recruit with the **physician's approval** before the test can be administered. Upon successful completion, the student **will not** be required to re-take the test at the beginning of the training session. However, the test will be given again on reporting day to those students who do not take the Pre-entrance test and to those who failed and wish another opportunity.

If a student fails any portion, you will be given the results along with a program for improvement of the individual officer. We have found those who fail the pre-enrollment test are generally very close to the minimum standard and normally make dramatic improvements if given the chance and a little time.

Our assessment of the fitness level of the officer and your encouragement will provide the ingredients to have them ready to meet the challenges of the program.

We are hopeful this evaluation will assist you where you may have some doubts or concerns about the conditioning of your officer. It will eliminate any surprises associated with having to dismiss someone from training before it even gets started. If we can assist you in any way or answer any questions concerning this test, please do not hesitate to call.

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.j

CONSENT AGENDA: 750.00

FOR: Approval for Officer Shawn Walters to attend a Strategic Self Defense and Gunfighting Tactics Patrol Rifle Instructor course in Rushton, LA, December 4-8, 2023, with \$750.00 registration fee to Triad Martial Arts, Inc., and estimated travel expenses of \$897.67 (001-200-610/611)

DISTRIBUTION: 001-200-611

INTRODUCED BY: Chief David W. Errington

ATTACHMENTS:

File Name
[Shawn Walters.pdf](#)

CITY OF BYRAM ESTIMATED TRAVEL EXPENSES

All travel expenses must have Department Head and Board approval prior to travel

Employee: Officer Shawn Walters Department: Police

Destination: Rushton, LA Account #: 001-200-610 & 611

Reason for Travel: Attend 40 hour SSGT Patrol Rifle Instructor Course

Travel dates: December 03-08, 2023 Transportation: City Private

Total Miles in personal vehicle: _____ miles @ 0.655 per mile = _____ \$0.00

Personal car if City car available: _____ miles @ 0.22 per mile = _____ \$0.00

Other expenses: (ie: rental car, airfare) _____

Lodging: 5 # Nights X \$107.00 per night = ~~\$535.00~~ 621.67

Hotel: Courtyard Rushton Confirmation 95244646

Deposit paid: _____

Balance due: 621.67

Maximum per diem 6 days @ \$46.00 per day = \$276.00

(You must turn in itemized receipts to be reimbursed for expenses up to this maximum amount)

Conference registration fee: \$750.00

Total estimated travel expense: ~~\$811.00~~ 897.67

Travel advance to employee: _____

Department Head/Purchasing Clerk Approval: 

* Return from Travel form is due to Purchasing Clerk within 5 days of returning to work.

* Turn in ITEMIZED receipts for hotel, airfare, meals, tips, taxis, etc. with this form

* New rates approved 2/2023 Personal vehicle: 0.655 per mile, or .22 per mile if city vehicle available

* \$46.00 per day basic per diem, or \$51.00 per day per diem for Oxford, Southaven & Starkville

Strategic Self-defense & Gunfighting Tactics



40-HOUR SSGT PATROL RIFLE: INSTRUCTOR COURSE

Subject: 40-hour SSGT Patrol Rifle: Instructor Course

Instructor(s): Jack Nevils and/or Ricky Harris

Price: \$750.00/officer - MAKE Payment to SSGT

Ayn Reed

From: Julia Kraft
Sent: Tuesday, November 21, 2023 12:17 PM
To: Ayn Reed
Subject: RE: Room Reservation Please

Done. Confirmation #95244646.

I'll forward you the email confirmation as soon as I have it.

Julia

From: Ayn Reed <areed@byram-ms.us>
Sent: Tuesday, November 21, 2023 10:38 AM
To: Julia Kraft <jkraft@byram-ms.us>
Subject: Room Reservation Please

Good morning Julia!!!

Hey, only one more day to go!!!

Would you please make room reservations for Officer Shawn Walters a room at Courtyard Rushton – 318-254-0067 (Rushton, La) for Arrival on December 3rd and Leaving on December 8th. I asked the lady in reservations about the price of the rooms at government rate and she stated \$107.00/night.

Thank you so much. I will be placing this one on the agenda.

Ayn T. Reed,
Executive Assistant to
Chief David W. Errington
Byram Police Department
141 Southpointe Dr.
Byram, MS 39272

601.519.0644

areed@byram-ms.us

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.k

FOR: Approval to use \$6,983.41 received from the sale of seized assets previously approved for auction, for K-9 use (001-000-360)

INTRODUCED BY: Chief David W. Errington

ATTACHMENTS:

File Name

[Gov Deals.pdf](#)

Julia Kraft

From: GovDeals Accounting <Accounting@GovDeals.com>
Sent: Friday, November 24, 2023 10:48 AM
To: Julia Kraft
Subject: [External]ACH Payment - GovDeals, Inc. USD \$6,983.41 - Account 22009

You don't often get email from accounting@govdeals.com. [Learn why this is important](#)

22009 Byram, MS

An electronic payment (Payment #: EFT0000047023) has been sent to you in the amount of USD \$6,983.41 for the assets listed below:

Inventory ID	Asset ID	Description	End Date	Paid Date	Picked Up	Sold \$	Add'l \$	GovDeals Fee	VDP	Net	Currency
12	12	Single Axle trailer	14 Nov 2023 01:00 PM ET	15 Nov 2023	16 Nov 2023	312.20	0.00	0.00	3.90	316.10	USD
18	18	2000 Yamaha TTR125	14 Nov 2023 01:00 PM ET	15 Nov 2023	16 Nov 2023	460.00	0.00	0.00	5.75	465.75	USD
19	19	2015 Honda Foreman 500cc	14 Nov 2023 01:03 PM ET	15 Nov 2023	16 Nov 2023	1,525.00	0.00	0.00	19.06	1,544.06	USD
20	20	Can Am Commander Side by Side	15 Nov 2023 01:00 PM ET	16 Nov 2023	16 Nov 2023	4,600.00	0.00	0.00	57.50	4,657.50	USD

All currency is in US Dollar.

THIS EMAIL IS FROM AN EXTERNAL SENDER. DO NOT click links, open attachments, or provide any information if the sender is unknown or the email is unexpected.

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.1

CONSENT AGENDA: \$5,889.63

FOR: Approval of annual renewal of Power DMS policy compliance software in the amount of amount of \$5,889.63. This software is used for Standards for MSLEAC, MSLEAC Manual, etc. for Accreditation (001-200-650)

DISTRIBUTION: 001-200-650

INTRODUCED BY: Chief David W. Errington

NOTES:

Power DMS annual renewal is a budgeted item for MSLEAC Power Standards, a MSLEAC Manuel, the policy platform with Legacy Training included.

This maintains the accreditation standards and training for Byram Police Department.

ATTACHMENTS:

File Name

[2023_POWER_DMS_INVOICE.pdf](#)

2120 Park Pl, Suite 100
El Segundo, CA 90245

P: 1.800.749.5104
F: 407.210.0113
Receivables@powerdms.com
EIN: 59-3668885

Invoice No.: INV-41960
Invoice Date: 09-19-2023

Due Date: 11-18-2023
Payment Terms: Net 60
Purchase Order No.
Customer No. A-6835

Billing Information

David Errington
Byram Police Department (MS)
141 Southpointe Dr
Byram, MS 39272
United States

Shipping Information

Byram Police Department (MS)

141 Southpointe Dr
Byram, MS 39272
United States

Product	Start Date	End Date	Quantity	Total Price
Legacy Training Included	11-15-2023	11-14-2024	49	\$0.00
MSLEAC Manual (MS LE)	11-15-2023	11-14-2024	1	\$0.00
PowerPolicy Professional Subscription	11-15-2023	11-14-2024	49	\$4,939.63
PowerSTANDARDS for MSLEAC	11-15-2023	11-14-2024	1	\$950.00

SUBTOTAL	\$5,889.63
Sales Tax	\$0.00
TOTAL	\$5,889.63
Payments/Credits	\$0.00
Balance Due	\$5,889.63

Questions or concerns regarding this invoice? Please contact receivables@powerdms.com or call (800) 749-5104.

Need a W-9? Click here on the electronic version of this invoice: [PowerDMS W-9 PDF](#)

Please remit checks to:

PowerDMS, Inc.
PO Box 749609
Atlanta, GA 30374-9606

Please remit electronic payments to:

PNC Bank
East Brunswick, NJ 08816

Routing #: 031207607
Account #: 8026392336

df

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.m

CONSENT AGENDA: \$20.00

FOR: Approval for Austin Brown to attend the MS Trainee Agility Test course, January 10, 2024, in Pearl, MS, with \$20.00 registration to the State Fire Academy and no estimated travel cost to the City (001-260-611)

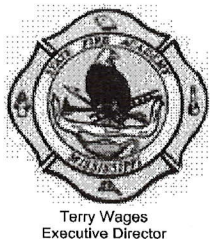
DISTRIBUTION: 001-260-611

INTRODUCED BY: Fred Green, Fire Chief

ATTACHMENTS:

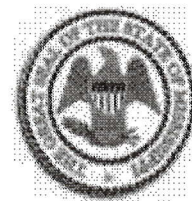
File Name

[Conf._of_Regist._-Austin_Brown.pdf](#)



Terry Wages
Executive Director

State Fire Academy
Division of the Mississippi Insurance Department
#1 FIRE ACADEMY U.S.A.
JACKSON, MISSISSIPPI 39208-9600
Phone: 601-932-2444



Mike Chaney
Insurance Commissioner

CONFIRMATION OF REGISTRATION

11/13/2023

25015 00

AUSTIN BROWN
BYRAM FIRE DEPARTMENT
200 BYRAM PARKWAY

BYRAM, MS 39272

Dear Austin,

You have been accepted in the MS TRAINEE AGILITY TEST course, scheduled for 01/10/2024 thru 01/10/2024. Delivery site STATE FIRE ACADEMY.

☐ Dorm space is reserved

Report for class at 8:00 a.m. on the 1st day of class. All other times will be addressed by the instructor.

☒ Dorm space is not reserved

\$20 Course Fee

(Not a request for payment. Some course fees may be paid for by a grant. See course catalog for specifics.) If you are student financially responsible, payment must be received within thirty (30) days of class start date or student will be removed from the class.

For on campus deliveries, check-in at the dormitory is between 4:30 p.m. and 8:00 p.m. on the evening prior to start date. Linens are furnished. Monday through Thursday, breakfast is served at 6:30 a.m. until 7:15 a.m. and lunch is served at 11:30 a.m. until 12:45 p.m. Evening meal is not furnished.

If you have any questions, please contact the Admission's Office of the State Fire Academy at (601) 932 - 2444.

Please note if the acceptance into class is for Fire Fighter 1001-I-II, the student MUST bring the following documents on the first day of class: The department mission statement and a copy of the department organizational chart (starting August 2013)

MISSISSIPPI FIRE ACADEMY
Fax: 601-932-2819
E-Mail: fireacademy@msfa.ms.gov
Home Page: <http://msfa.ms.gov/>

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.n

CONSENT AGENDA: \$45,142.00

FOR: Approval of budgeted \$45,142.00 payment to Rogers Dabbs Chevrolet for a 2023 Chevrolet Silverado truck (001-301-915)

DISTRIBUTION: 001-301-915

INTRODUCED BY: Bill Miley

ATTACHMENTS:

File Name
[PW-2.pdf](#)

PO# 6921

"WE TREAT OTHERS LIKE THERE ARE NO OTHERS"

1501 WEST GOVERNMENT STREET • BRANDON, MS 39042
P.O. BOX 1329 • BRANDON, MS 39043-1329
(601) 825-2277 • 1-800-489-2070 • FAX (601) 825-2403
website: www.rogersdabbs.net

BILL OF SALE

SINCE 1980
ROGERS DABBS
CHEVROLET

SOLD TO CITY OF BYRAM
ADDRESS 5901 TERRY ROAD
BYRAM MS 39272

INVOICE

93684 *

DATE 10/10/23

001-301-915

YEAR	MAKE	MODEL	NEW OR USED	DESCRIPTION	ACCT. NO.	SALE	K	COST												
2023	CHEVROLET	TRUCK SILVERADO 15	NEW	23 CHEV SILVER	437	45132.00	-													
VEHICLE IDENT. OR SERIAL NO.			STOCK NO.																	
3GCUAEDXPG295086			F232142																	
SALESMAN:		SLS NO.																		
JAMES W SAVELL		133																		
RES. PHONE:		BUS. PHONE:																		
		(601) 372-7746																		
OPTIONAL EQUIPMENT AND ACCESSORIES			KEY NOS.																	
PO# REQ06921			Z0962																	
A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION FLEET PO# <u>REQ06921</u> FAN <u>W30566</u> THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY SINCE 1980 ROGERS DABBS CHEVROLET 1501 WEST GOVERNMENT STREET • BRANDON, MS 39042 P.O. BOX 1329 • BRANDON, MS 39043-1329 website: www.rogersdabbs.com By: _____ (Notary Public)																				
DESCRIPTION OF TRADE-IN <table border="1"><thead><tr><th>YEAR</th><th>MAKE</th><th>MODEL</th><th>V.I. OR SERIAL NO.</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></tbody></table>									YEAR	MAKE	MODEL	V.I. OR SERIAL NO.								
YEAR	MAKE	MODEL	V.I. OR SERIAL NO.																	
DISCLAIMER OF WARRANTIES All expressed warranties, if any, by a manufacturer or supplier are theirs, not the dealers, unless otherwise provided in writing and furnished to the buyer by the dealer. Mississippi's implied warranty law may give the buyer additional rights.																				
TRADE-IN ALLOWANCE				N/A																
PAYMENTS				N/A																
MONTHS				N/A																
DOLLARS				N/A																
PER MONTH				N/A																
TOTAL				45142.00																
CONTRACT IN TRANSIT				205																
SALES COMM.				11A/B																
FINANCE RESERVE				262																
COMM. PAYABLE				321																
A/P CREDIT LIFE INS.				300B																
PAYOFF ON TRADE-IN				300D																
FINANCE INCOME				806/808																
INSURANCE INCOME				807/809																
STK#				240																
STK#				241																

RECEIVED
NOV 15 2023

Byram Accounts Payable

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.o

FOR: Approval for Aldermen to to attend the Mississippi Municipal League Mid-Winter conference in Jackson, January 9 - 11, 2024, with \$150.00 registration fee per Alderman, and no estimated travel expense to the City (001-100-611)

DISTRIBUTION: 001-100-611

INTRODUCED BY: Angela Richburg, City Clerk

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.p

FOR: Approval for Aldermen to attend the Mississippi Black Caucus of Local Elected Officials Mid-Winter Conference in Jackson, January 7 - 8, 2024, with \$150.00 registration fee per Alderman, and no estimated travel expense to the City (001-100-611)

DISTRIBUTION: 001-100-611

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

File Name

[MBC-LEO Jan 2024.pdf](#)

MISSISSIPPI BLACK CAUCUS OF LOCAL ELECTED OFFICIALS

2024 Mid-Winter Conference Registration Form

JACKSON, MS

JANUARY 7 - 8, 2024



AGENDA

SUNDAY, JANUARY 7, 2024

2:30 p.m.

Board of Directors Meeting

2:00 p.m. - 5:00 p.m.

Registration

3:30 p.m. - 5:30 p.m.

Workshop

6:00 p.m. - 8:00 p.m.

MBC-LEO Chat-n-Chew

MONDAY, JANUARY 8, 2024

8:30 a.m. - 3:00 p.m.

Registration

9:00 a.m. - 11:00 a.m.

Workshop

11:00 a.m. - 12:00 p.m.

Business Meeting

12:15 p.m. - 1:45 p.m.

Luncheon

2:00 p.m. - 3:30 p.m.

Workshop

6:30 p.m. - 9:00 p.m.

Closing Reception

REGISTRATION (PLEASE TYPE OR PRINT CLEARLY)

Name _____

Title _____

Email _____

Municipality or Company _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Spouse/Guest (Please check the appropriate box for spouse/guest only)

WILL ATTEND ☐ Luncheon \$25

Registration fee of \$150.00 plus spouse/guest amount of \$ _____
is enclosed with registration.

MUST BE POSTMARKED BY December 15, 2023.

OR

I will pay \$185.00 on-site registration plus any additional spouse/guest amount.

NO REFUNDS AFTER December 15, 2023

**PLEASE RETURN THE COMPLETED REGISTRATION FORM
ALONG WITH PAYMENT TO:**

MBC-LEO
P. O. BOX 820062
VICKSBURG, MS 39182

Questions, call Walter Osborne : (601) 529-2087

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 6.q

FOR: Approval of Tyler Technologies SaaS - Software as a Service Agreement

INTRODUCED BY: Angela Richburg City Clerk

ATTACHMENTS:

File Name

[Byram, MS SaaS 110923.pdf](#)



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Byram, Mississippi.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be

liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY**

OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Byram, MS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Byram
PO Box 720609\550 Executive Blvd.
Byram, MS 39272
Attention: Angela Richburg



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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**Sales Quotation For:**

City of Byram
 PO Box 720609
 550 Executive Blvd.
 Byram MS 39272-0609
 Angela Richburg
 (601) 372-7746
 arichburg@byram-ms.us

Quoted By: Lori Dudley
 Quote Expiration: 12/13/23
 Quote Name: SaaS Flip

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
Core Financials	\$ 16,370
Electronic Time Clock Interface	\$ 1,046
Fixed Assets	\$ 1,059
Human Resources Management (Includes Position Budgeting)	\$ 5,334
Project Accounting	\$ 3,113
Purchasing	\$ 3,779
ERP Pro 9 Customer Relationship Management Suite	
Third-Party Printing Interface	\$ 1,985
Cashiering	\$ 1,867
ERP Pro Community Development Suite	
Licensing	\$ 1,778

Tyler Annual Software – SaaS	
Description	Annual
Permitting	\$ 2,540
Tyler One	
Content Manager Suite	
Core	\$ 4,849
TOTAL:	\$ 43,720

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 43,720
Total Tyler Services		
Summary Total	\$ 0	\$ 43,720
Contract Total	\$ 43,720	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____

P.O.#: _____



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 *Web Services:* Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting



support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 7.a

FOR: Approval of claims from November 1 to November 22, 2023 in the amount of \$401,861.82

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

File Name

[claims docket.pdf](#)



CITY OF BYRAM

Claims Docket

11/01/2023 to 11/22/2023

DECEMBER 1, 2023 CHECK RUN

Paid Claims:

PACKET # 8007	\$197,094.30	11/10/2023 AGENDA RUN	Pages 1-2 attached
PACKET # 8013	\$1,352.69	11/06/2023 MISCELLANEOUS RUN	Page 3 attached
PACKET # 8019	\$510.90	11/15/2023 ALDERMAN R. GIBSON'S MILEAGE	Page 4 attached
PACKET # 8031	\$10,043.09	11/17/2023 MISCELLANEOUS RUN	Pages 5-6 attached

Unpaid Claims:

PACKET # 8008	\$107,070.65	12/01/2023 1st A.P. (A/P AUTOMATION)	Pages 7-11 attached
PACKET # 8026	\$54,540.84	12/01/2023 1st A.P. (SEWER AUTOMATON)	Pages 12-13 attached
PACKET # 8027	\$31,249.35	12/01/2023 1st A.P. (IN HOUSE)	Pages 14-16 attached

Total Claims:	\$401,861.82		
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City of Byram, MS

Page #1

Docket of Claims Register

APPKT008007 - 11/10/2023 AGENDA RUN (IN HOUSE)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
01689	AXON ENTERPRISE, INC	10272023	REGISTRATION - MIKE AYCOX, NOV 29,	Invoice	10/27/2023	REGISTRATION - MIKE AYCOX, NOV 29,	001-200-611	495.00
02668	CADENCE INSURANCE	10022023	BALANCE - DEBT APPLIED/DOWN PAYM	Invoice	10/02/2023	BALANCE - DEBT APPLIED/DOWN PAYM	001-140-491	3.00
00631	CITY OF BYRAM	11072023-1	NOVEMBER 2023 BOND & INTEREST	Invoice	11/07/2023	NOVEMBER 2023 BOND & INTEREST	400-900-991	40,680.42
		11072023-2	NOVEMBER 2023 PAYROLL & A/P TRA	Invoice	11/07/2023	NOVEMBER 2023 PAYROLL & A/P TRA	400-000-005	30,000.00
02507	COLE, KATRINA	10272023	TRAVEL REIMBURSEMENT, BILOXI, OCT	Invoice	10/27/2023	TRAVEL REIMBURSEMENT, BILOXI, OCT	001-200-610	10,680.42
00252	DEPARTMENT OF FINANCE AND	OCT2023	COURT ASSESSMENT/FINE SETTLEMEN	Invoice	10/31/2023	COURT ASSESSMENT/FINE SETTLEMEN	001-000-105	121.68
00018	ELLIOTT SECURITY & ELECTRONIC	23421	MONTHLY MONITORING	Invoice	11/01/2023	MONTHLY MONITORING	001-195-605	26,503.97
							001-301-605	102.00
							400-700-605	45.90
00019	GUEST CONSULTANTS, INC	7163	SEWER DESLUDGE PROJECT #22-051	Invoice	11/03/2023	SEWER DESLUDGE PROJECT #22-051	400-700-602	29.07
		7164	REHAB LIFT STATION-BYRAM PKWY/TE	Invoice	11/03/2023	REHAB LIFT STATION-BYRAM PKWY/TE	400-700-602	27.03
		7165	LAGOON LEVEE REPAIR PROJECT #23-C	Invoice	11/03/2023	LAGOON LEVEE REPAIR PROJECT #23-C	400-700-602	10,712.60
		7167	SEWER	Invoice	11/03/2023	SEWER	400-700-602	5,478.85
00019	GUEST CONSULTANTS, INC	7166	CDBG DRAINAGE PROJECT # 23-062	Invoice	11/03/2023	CDBG DRAINAGE PROJECT # 23-062	001-195-602	2,930.00
		7168	PROJECTS & PLAN REVIEW	Invoice	11/03/2023	PROJECTS & PLAN REVIEW	001-190-602	1,741.25
00066	INNOVATIVE COMPUTER SOLUTI	120757	MONTHLY SERVICE CONTRACT	Invoice	11/01/2023	MONTHLY SERVICE CONTRACT	001-110-650	562.50
							001-140-650	3,490.00
							001-190-650	1,740.00
							001-195-650	1,750.00
							001-200-650	
							001-260-650	
							001-280-650	
							001-301-650	
		120762	CH - CLOUD SERVER HOSTING	Invoice	11/01/2023	CH - CLOUD SERVER HOSTING	001-140-650	

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APPKT008007 - 11/10/2023 AGENDA RUN (IN HOUSE)

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00066	INNOVATIVE COMPUTER SOLUTI	DKT0035446					240.00
	120757-S	SEWER-MONTHLY SERVICE CONTRACT	Invoice	11/01/2023	SEWER-MONTHLY SERVICE CONTRACT	400-700-650	240.00
00007	MILLS, SCANLON, DYE & PITTM	DKT0035447					15,360.40
	OCT2023	GENERAL SERVICES	Invoice	11/02/2023	GENERAL SERVICES	001-100-603	4,777.50
						001-110-603	2,872.65
						001-110-671	3,844.00
						001-195-603	3,288.75
						001-200-603	490.00
						001-280-603	87.50
00007	MILLS, SCANLON, DYE & PITTM	DKT0035448					16,064.00
	OCT2023-S	SEWER SERVICES	Invoice	11/02/2023	SEWER SERVICES	400-700-603	647.50
						400-700-603	15,416.50
00649	MS DEPARTMENT OF PUBLIC SAI	DKT0035449					296.00
	OCT2023	CRIME STOPPERS	Invoice	10/31/2023	CRIME STOPPERS	001-000-111	296.00
00649	MS DEPARTMENT OF PUBLIC SAI	DKT0035450					3,256.50
	OCT2023-2	DUI OFFENSE/NON-ADJUDICATION	Invoice	10/31/2023	DUI OFFENSE/NON-ADJUDICATION	001-000-111	3,256.50
02096	MS DEPARTMENT OF REVENUE I	DKT0035451					10.00
	11062023	VEHICLE TAG FOR 16-06	Invoice	11/06/2023	VEHICLE TAG FOR 16-06	001-200-696	10.00
02531	PICKERING FIRM, INC	DKT0035452					69,000.00
	0093635-2	PROFESSIONAL SERVICES FROM 05/28	Invoice	07/06/2023	PROFESSIONAL SERVICES FROM 05/28	400-700-602	23,000.00
	0093783	PROFESSIONAL SERVICES FROM 07/02	Invoice	08/03/2023	PROFESSIONAL SERVICES FROM 07/02	400-700-602	23,000.00
	0094126	PROFESSIONAL SERVICES FROM 08/27	Invoice	10/06/2023	PROFESSIONAL SERVICES FROM 08/27	400-700-602	23,000.00
02873	RESOURCE ENTERTAINMENT GR	DKT0035453					2,000.00
	11062023	DEPOSIT - SBF 2024, DR ZARR'S AMAZ	Invoice	11/06/2023	DEPOSIT - SBF 2024, DR ZARR'S AMAZ	100-550-676	2,000.00
02871	SLC ATLANTA, LLC	DKT0035454					1,095.48
	11032023	ROSHELLE GIBSON, NOVEMBER 14-1	Invoice	11/03/2023	ROSHELLE GIBSON, NOVEMBER 14-1	001-100-610	1,095.48
02198	WILLIAMS SCOTSMAN, INC	DKT0035455					3,953.25
	NOV2023	LIBRARY - BLDG RENT 11/06/2023 - 12	Invoice	11/07/2023	LIBRARY - BLDG RENT 11/06/2023 - 12	001-195-688	3,953.25
Total Claims: 19						Total Payment Amount:	197,094.30



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APPKT008013 - 11/06/2023 MISCELLANEOUS CHECK RUN

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
								Distribution Amount
00042	AT&T	10232023	CIRCUIT ID 10/23/2023 - 11/22/2023	Invoice	10/23/2023	CIRCUIT ID 10/23/2023 - 11/22/2023	001-200-605	284.00
00048	CENTERPOINT ENERGY							284.00
	CH11012023		ACCT# 10679376-3 (GENERATOR) 09/2	Invoice	11/01/2023	ACCT# 10679376-3 (GENERATOR) 09/2	001-195-630	434.98
	FD11012023		ACCT# 6400010056-6 (FIRE) 09/27/23	Invoice	11/01/2023	ACCT# 6400010056-6 (FIRE) 09/27/23	001-260-630	36.83
	PD11012023		ACCT# 8751379-2 (POLICE) 09/27/23 -	Invoice	11/01/2023	ACCT# 8751379-2 (POLICE) 09/27/23 -	001-200-630	279.23
	PD11012023-2		ACCT# 6402101524-9 (POLICE) 09/27/	Invoice	11/01/2023	ACCT# 6402101524-9 (POLICE) 09/27/	001-200-630	43.56
	PW11012023		ACCT# 9314167-9 (PUBLIC WORKS) 09	Invoice	11/01/2023	ACCT# 9314167-9 (PUBLIC WORKS) 09	001-301-630	35.15
							400-700-630	20.10
								20.11
00048	CENTERPOINT ENERGY							49.33
	PW11012023-2		ACCT# 11826065-2 (GENERATOR) 09/2	Invoice	11/01/2023	ACCT# 11826065-2 (GENERATOR) 09/2	400-700-630	49.33
00052	COMCAST							147.38
	PW10282023		ACCT# 8396 41 046 0073014 (11/03/2	Invoice	10/28/2023	ACCT# 8396 41 046 0073014 (11/03/2	001-301-605	73.69
							400-700-605	73.69
02779	MS BUREAU OF INVESTIGATION							32.00
	PW11012023		BACKGROUND CHECK - NEW EMPLOYE	Invoice	11/01/2023	BACKGROUND CHECK - NEW EMPLOYE	001-301-681	32.00
02817	QUINN, SHAMEKA R							225.00
	10302023		DIRECTOR OF COACHING 10/30/2023	Invoice	10/30/2023	DIRECTOR OF COACHING 10/30/2023	001-550-665	37.50
	11012023		DIRECTOR OF COACHING 11/01/2023	Invoice	11/01/2023	DIRECTOR OF COACHING 11/01/2023	001-550-665	37.50
	11022023		DIRECTOR OF COACHING 11/02/2023	Invoice	11/02/2023	DIRECTOR OF COACHING 11/02/2023	001-550-665	37.50
	11062023		DIRECTOR OF COACHING 11/06/2023	Invoice	11/06/2023	DIRECTOR OF COACHING 11/06/2023	001-550-665	37.50
	11072023		DIRECTOR OF COACHING 11/07/2023	Invoice	11/06/2023	DIRECTOR OF COACHING 11/07/2023	001-550-665	37.50
	11092023		DIRECTOR OF COACHING 11/09/2023	Invoice	11/06/2023	DIRECTOR OF COACHING 11/09/2023	001-550-665	37.50
01516	WILLIAMS, LEWIS L							180.00
	10282023		REFEREE ASSIGNOR WEEK ENDING 10,	Invoice	10/28/2023	REFEREE ASSIGNOR WEEK ENDING 10,	001-550-665	60.00
	11042023		REFEREE ASSIGNOR WEEK ENDING 11,	Invoice	11/04/2023	REFEREE ASSIGNOR WEEK ENDING 11,	001-550-665	60.00
	11112023		REFEREE ASSIGNOR WEEK ENDING 11,	Invoice	11/06/2023	REFEREE ASSIGNOR WEEK ENDING 11,	001-550-665	60.00
Total Claims: 7							Total Payment Amount:	1,352.69



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APPKT008019 - R. GIBSON MILEAGE

By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
02455	GIBSON, ROSCHELLE INV0077454	R. GIBSON MILEAGE TO ATLANTA	Invoice	11/13/2023	R. GIBSON MILEAGE TO ATLANTA	001-100-610	510.90
Total Claims: 1						Total Payment Amount:	510.90



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APPKT008031 - 11/17/2023 MISCELLANEOUS RUN

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount	Payment Amount
00161	AT & T	4387353801	DKT0035456	ACCT# 8310012904295 (CIRCUIT) 10/2	Invoice	10/29/2023	ACCT# 8310012904295 (CIRCUIT) 10/2	001-200-605	232.56
00161	AT & T	1470383802	DKT0035457	NCIC MONITORING 10/01/2023 - 10/3	Invoice	11/01/2023	NCIC MONITORING 10/01/2023 - 10/3	001-200-609	214.61
01992	C SPIRE BUSINESS SOLUTIONS	0000684790-64	DKT0035458	PHONES - ALL DEPARTMENTS	Invoice	10/26/2023	PHONES - ALL DEPARTMENTS	001-110-605	5,430.76
								001-190-605	73.05
								001-195-605	167.03
								001-195-605	1,220.01
								001-200-605	1,900.75
								001-260-605	1,234.76
								001-280-605	167.03
								001-301-605	334.06
								400-700-605	334.07
0005	ENTERGY	155007283188	DKT0035459	PD 141 SOUTHPOINTE DR 10/06/23 -	Invoice	11/08/2023	PD 141 SOUTHPOINTE DR 10/06/23 -	001-200-630	3,539.54
		400002936970	FD 200 BYRAM PKWY 10/09/23 - 11/0	Invoice	11/09/2023	FD 200 BYRAM PKWY 10/09/23 - 11/0	001-260-630	1,018.03	1,209.07
		415004575576	PD-2 130 SOUTHPOINTE DR STE G 10/	Invoice	11/08/2023	PD-2 130 SOUTHPOINTE DR STE G 10/	001-200-630	119.09	
		45007960393	CH 5901 TERRY RD 10/09/23 - 11/07/2	Invoice	11/09/2023	CH 5901 TERRY RD 10/09/23 - 11/07/2	001-195-630	780.09	
		470003264084	PW 231 SOUTHPOINTE DR 10/06/23 -	Invoice	11/08/2023	PW 231 SOUTHPOINTE DR 10/06/23 -	001-301-630	206.63	
								400-700-630	206.63
00913	FIRST NATIONAL BANK OF OMAH	11082023-1	DKT0035460	INTEREST	Invoice	11/08/2023	INTEREST	001-195-681	45.19
		11082023-2	HILTON GARDEN INN TUPELO - DINING	Invoice	11/08/2023	HILTON GARDEN INN TUPELO - DINING	001-140-610	2.83	
		INV225694468	CH ZOOM MEETING 11/02/2023 - 12/1	Invoice	11/02/2023	CH ZOOM MEETING 11/02/2023 - 12/1	001-195-681	10.38	
		INV227202734	COURT ZOOM MEETING 11/13/2023 -	Invoice	11/13/2023	COURT ZOOM MEETING 11/13/2023 -	001-110-681	15.99	
02879	FRAZIER, BRYAN T	11162023	DKT0035461	REIMBURSEMENT - EMS CERTIFICATIO	Invoice	11/16/2023	REIMBURSEMENT - EMS CERTIFICATIO	001-260-696	40.00
00934	HERRINGTON, DAVID ALLEN	11152023	DKT0035462	REIMBURSEMENT - EMS CERTIFICATIO	Invoice	11/15/2023	REIMBURSEMENT - EMS CERTIFICATIO	001-260-696	40.00
01862	HORTON, HARRY	11082023	DKT0035463	REIMBURSEMENT - EMS STATE LICENS	Invoice	11/08/2023	REIMBURSEMENT - EMS STATE LICENS	001-260-696	40.00

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APPKT008031 - 11/17/2023 MISCELLANEOUS RUN

Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00264	KENTWOOD SPRINGS	DKT0035464						120.43
	12083768 111223	PD WATER	Invoice	11/12/2023	PD WATER	001-200-505		109.93
	12277150 111123	PW WATER	Invoice	11/11/2023	PW WATER	001-301-505		5.25
						400-700-505		5.25
02736	LITTLES, PATRICK	DKT0035465						70.00
	INV0077567	REFEREED U-10 G, 6:15 P.M. (SOLO)	Invoice	11/09/2023	REFEREED U-10 G, 6:15 P.M. (SOLO)	001-550-665		35.00
	INV0077571	REFEREED U-10 B, 7:15 P.M. (SOLO)	Invoice	11/09/2023	REFEREED U-10 B, 7:15 P.M. (SOLO)	001-550-665		35.00
02195	MCELROY, SCOTT	DKT0035466						40.00
	11132023	REIMBURSEMENT - EMS CERTIFICATIO	Invoice	11/13/2023	REIMBURSEMENT - EMS CERTIFICATIO	001-260-696		40.00
02076	OTHELLO, JERWAUL MAXEN	DKT0035467						40.00
	INV0077569	REFEREED U-8, 6:15 P.M.	Invoice	11/09/2023	REFEREED U-8, 6:15 P.M.	001-550-665		20.00
	INV0077572	REFEREED U-8, 7:15 P.M.	Invoice	11/09/2023	REFEREED U-8, 7:15 P.M.	001-550-665		20.00
02666	PATTON, ZACHARY	DKT0035468						90.00
	INV0077570	REFEREED U-12 G, 6:15 P.M. (SOLO)	Invoice	11/09/2023	REFEREED U-12 G, 6:15 P.M. (SOLO)	001-550-665		45.00
	INV0077573	REFEREED U-12 B, 7:30 P.M. (SOLO)	Invoice	11/09/2023	REFEREED U-12 B, 7:30 P.M. (SOLO)	001-550-665		45.00
02734	QUINN, KAILYN AOLANI	DKT0035469						20.00
	INV0077568	REFEREED U-8, 6:15 P.M.	Invoice	11/09/2023	REFEREED U-8, 6:15 P.M.	001-550-665		20.00
02200	STANFORD, CHRISTOPHER	DKT0035470						40.00
	11162023	REIMBURSEMENT - EMS CERTIFICATIO	Invoice	11/16/2023	REIMBURSEMENT - EMS CERTIFICATIO	001-260-696		40.00
02681	WORTHY, PATRICK	DKT0035471						40.00
	11152023	REIMBURSEMENT - EMS CERTIFICATIO	Invoice	11/15/2023	REIMBURSEMENT - EMS CERTIFICATIO	001-260-696		40.00
Total Claims: 16							Total Payment Amount:	10,043.09



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APPKT008008 - 12/01/2023 1st A.P. (A/P AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00800	APPLEWHITE, MICHAEL D JR	10302023	PO7004 FD GRAY HOODIES FOR FIRE	Invoice	10/30/2023	PO7004 FD GRAY HOODIES FOR FIRE	001-260-535	1,364.00
						PO7004 FD GRAY HOODIES FOR FIRE	001-260-535	52.00
						PO7004 FD GRAY HOODIES FOR FIRE	001-260-535	1,120.00
						PO7004 FD GRAY HOODIES FOR FIRE	001-260-535	54.00
						PO7004 FD GRAY HOODIES FOR FIRE	001-260-535	138.00
01377	APPLICATION DATA SYSTEMS, IN	11064	PD & COURT SOFTWARE FOR DECEMB	Invoice	11/01/2023	PD & COURT SOFTWARE FOR DECEMB	001-110-650	4,195.00
							001-200-650	839.00
								3,356.00
00006	AUTO TRIM DESIGNS	I-112595	PO6966 WEATHERTECH MATS FOR TRI	Invoice	10/27/2023	PO6966 WEATHERTECH MATS FOR TRI	001-301-570	240.00
01804	B & G AUTOBODY	827	PO6995-21-01-REPLACE BRAKES/ROTC	Invoice	10/12/2023	PO6995-21-01-REPLACE 4 TIRES	001-200-570	1,805.40
						PO6995-21-01-REPLACE BRAKES/ROTC	001-200-570	60.00
						PO6995-21-01-REPLACE BRAKES/ROTC	001-200-570	187.49
						PO7005-22-01-FRNT. & REAR BRAKES ;	001-200-570	192.00
		828	PO7005-22-01-FRNT. & REAR BRAKES ;	Invoice	10/12/2023	PO7005-22-01-FRNT. & REAR BRAKES ;	001-200-570	612.00
						PO7005-22-01-LABOR TO REPLACE FRI	001-200-570	192.44
		829	PO7012-13-04-FRNT BRAKES, ROTORS	Invoice	11/15/2023	PO7012-13-04-FRNT BRAKES, ROTORS	001-200-570	273.47
						PO7012-13-04-LABOR TO REPLACE BR	001-200-570	288.00
00611	BARNETT'S BODY SHOP	75948	OIL CHANGE	Invoice	11/01/2023	OIL CHANGE	001-200-570	179.85
		75952	OIL CHANGE	Invoice	11/01/2023	OIL CHANGE	001-200-570	59.95
		75986	OIL CHANGE	Invoice	11/09/2023	OIL CHANGE	001-200-570	59.95
								59.95
02351	BERKLEY INSURANCE COMPANY	40015496 110923	COMMERCIAL MONOLINE - POLICY CH	Invoice	11/09/2023	COMMERCIAL MONOLINE - POLICY CH	001-301-625	151.00
00254	CENTRAL PIPE SUPPLY	S100353204.001	PO6970 PERMA PATCH	Invoice	10/31/2023	PO6970 CHECK VALVES & EXTENSIONS	400-700-556	2,096.36
						PO6970 PERMA PATCH	001-301-572	111.36
								1,985.00

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APPKT008008 - 12/01/2023 1st A.P. (A/P AUTOMATION)

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
01197	CINTAS CORPORATION #210	DKT0035517					103.26
	4172636512	UNIFORM RENTALS	Invoice	11/01/2023	UNIFORM RENTALS	001-301-535	23.64
						001-550-535	1.92
						400-700-535	8.86
	4173345619	UNIFORM RENTALS	Invoice	11/08/2023	UNIFORM RENTALS	001-301-535	23.64
						001-550-535	1.92
						400-700-535	8.86
	4174106963	UNIFORM RENTALS	Invoice	11/15/2023	UNIFORM RENTALS	001-301-535	23.64
						001-550-535	1.92
						400-700-535	8.86
00730	DICKERSON & BOWEN	DKT0035518					800.20
	84707	PO6983 SURFACE SC-1 TYPE 2 ASPHAL	Invoice	10/31/2023	PO6983 SURFACE SC-1 TYPE 2 ASPHAL	001-301-572	378.68
	84758	SURFACE SC-1 TYPE 2	Invoice	11/09/2023	SURFACE SC-1 TYPE 2	001-301-572	153.77
						001-301-572	267.75
01811	EEP	DKT0035519					340.00
	488665	PO7003 FIREFIGHTER BOOTS	Invoice	11/13/2023	PO7003 FIREFIGHTER BOOTS	001-260-538	340.00
02875	FIFTH ASSET, INC.	DKT0035520					13,250.00
	DB2003681	DEBTBOOK	Invoice	11/15/2023	DEBTBOOK	001-140-650	13,250.00
00058	FLEETCOR TECHNOLOGIES OPER.	DKT0035521					9,637.74
	NP65381105	VEHICLE FUEL FOR 10/30/2023 - 11/01/2023	Invoice	11/06/2023	VEHICLE FUEL FOR 10/30/2023 - 11/01/2023	001-200-525	1,872.41
						001-260-525	344.91
						001-280-525	55.79
						001-301-525	605.34
						001-550-525	92.57
						400-700-525	408.66
	NP65414974	VEHICLE FUEL FOR 11/06/2023 - 11/13/2023	Invoice	11/13/2023	VEHICLE FUEL FOR 11/06/2023 - 11/13/2023	001-200-525	1,712.76
						001-260-525	372.55
						001-280-525	51.74
						001-301-525	413.98
						400-700-525	702.77
	NP65444589	VEHICLE FUEL FOR 11/13/2023 - 11/19/2023	Invoice	11/20/2023	VEHICLE FUEL FOR 11/13/2023 - 11/19/2023	001-200-525	2,055.48
						001-260-525	370.76
						001-280-525	47.54
						001-301-525	455.35
						001-550-525	75.13
00090	HOME DEPOT CREDIT SERVICES	DKT0035522					664.63
	4613614	CORDLESS IMPACT DRILL	Invoice	11/14/2023	CORDLESS IMPACT DRILL	001-280-505	199.00
	8521331	CHRISTMAS WREATHS AND SUPPLIES	Invoice	11/20/2023	CHRISTMAS WREATHS AND SUPPLIES	100-550-559	465.63
00066	INNOVATIVE COMPUTER SOLUTIONS	DKT0035523					2,760.00
	120758	PD - CLOUD SERVER HOSTING	Invoice	11/01/2023	PD - CLOUD SERVER HOSTING	001-200-681	250.00
	120763	ICS CLOUD SERVER HOSTING	Invoice	11/01/2023	ICS CLOUD SERVER HOSTING	001-195-650	2,510.00

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APPKT008008 - 12/01/2023 1st A.P. (A/P AUTOMATION)

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00069	JACKSON PAPER	DKT0035524					243.44
	1359613	PAPERTOWELS, TRASH LINERS	Invoice	11/08/2023	PAPERTOWELS, TRASH LINERS	001-195-505	160.68
						001-200-505	82.76
00074	MEA DRUG TESTING CONSORTIL	DKT0035525					47.00
	195679	FD - PRE-EMPLOYMENT DRUG SCREEN	Invoice	10/31/2023	FD - PRE-EMPLOYMENT DRUG SCREEN	001-260-699	47.00
00076	MID SOUTH UNIFORM & SUPPLY	DKT0035526					297.50
	644141	BOOTS	Invoice	11/02/2023	BOOTS	001-200-535	150.00
	644470	UNIFORM (JACKET, SEW ON PATCHES,	Invoice	11/16/2023	UNIFORM (JACKET, SEW ON PATCHES,	001-200-535	147.50
00093	MPH INDUSTRIES, INC	DKT0035527					264.10
	6021992	PO6959-22-02 - BRKT. ASSY, ANTENNA	Invoice	10/30/2023	PO6959-22-02 - BRKT. ASSY, ANTENNA	001-200-559	120.55
		PO6959-23-02 - BRKT. ASSY, ANTENNA				001-200-559	143.55
00544	ONEWAY	DKT0035528					29.88
	22609	BUSINESS CARDS - BILLY CAMERON	Invoice	08/10/2023	BUSINESS CARDS - BILLY CAMERON	001-200-505	29.88
00096	O'REILLY AUTOMOTIVE STORES,	DKT0035529					388.61
	1676-176693	1QT-P/S FLUID	Invoice	11/03/2023	1QT-P/S FLUID	001-301-570	4.49
	1676-177635	MINI BULB	Invoice	11/08/2023	MINI BULB	001-200-570	4.07
	1676-177681	BATTERY	Invoice	11/08/2023	BATTERY	001-200-570	198.07
	1676-177795	O'REILLY DEF	Invoice	11/09/2023	O'REILLY DEF	001-301-570	25.98
	1676-178678	WIPER BLADES	Invoice	11/14/2023	WIPER BLADES	001-200-570	31.18
	1676-179712	BATTERY	Invoice	11/20/2023	BATTERY	001-200-570	124.82
02531	PICKERING FIRM, INC	DKT0035530					8,525.00
	0094304	USDA GRANT FOR WATER/PROF SVCS	Invoice	11/02/2023	USDA GRANT FOR WATER/PROF SVCS	001-195-602	8,525.00
02495	PINNACLE PRECISION, LLC	DKT0035531					5,300.00
	11152023	PO6978-9 MM FMJ & 5.56 62 GR, FMJ	Invoice	11/15/2023	PO6978-5.56 62 GR, FMJ AMMUNITIO	001-200-537	2,700.00
					PO6978-9 MM FMJ - TRAINING	001-200-537	2,600.00
00345	PRECISION PEST MANAGEMENT	DKT0035532					405.00
	40623	PD PEST CONTROL	Invoice	11/06/2023	PD PEST CONTROL	001-200-560	75.00
	40624	PW PEST CONTROL	Invoice	11/06/2023	PW PEST CONTROL	001-301-560	30.00
						400-700-560	30.00
	40625	DAVIS ROAD PARK PEST CONTROL	Invoice	11/06/2023	DAVIS ROAD PARK PEST CONTROL	001-550-560	60.00
	40626	FD PEST CONTROL	Invoice	11/06/2023	FD PEST CONTROL	001-260-560	135.00
	40627	CH PEST CONTROL	Invoice	11/06/2023	CH PEST CONTROL	001-195-560	75.00
02213	RANCO TRANSMISSION SERVICE	DKT0035533					550.00
	29665	PO6993-SOLONOID PACK	Invoice	11/08/2023	PO6993-SOLONOID PACK	001-200-570	550.00
02782	RAYNER, BRITTANY CAMILLE	DKT0035534					1,139.62
	1457	PO6992-16-02-STRUTS, ALIGNMENT, S	Invoice	11/13/2023	PO6992-16-02-STRUTS, ALIGNMENT, S	001-200-570	509.99
					PO6992-16-02-STRUTS, ALIGNMENT, S	001-200-570	629.63

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APPKT008008 - 12/01/2023 1st A.P. (A/P AUTOMATION)

Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number							Distribution Amount
00089	REVELL HARDWARE	DKT0035535						499.38
	188764/4	CONCRETE MIX	Invoice	11/03/2023	CONCRETE MIX	001-301-572		3.99
	188976/4	CONCRETE MIX	Invoice	11/14/2023	CONCRETE MIX	001-301-505		3.99
	189130/4	PO7016 FD REPAIRS TO CENTRAL STAT	Invoice	11/20/2023	PO7016 FD REPAIRS TO CENTRAL STAT	001-260-559		491.40
00901	ROBERT J YOUNG COMPANY INC	DKT0035536						1,053.01
	INV6610988	COURT COPIES 10/01/2023 - 10/31/20	Invoice	11/01/2023	COURT COPIES 10/01/2023 - 10/31/20	001-110-650		174.85
	INV6610995	PD RECORDS COPIES 10/01/2023 - 10/31/20	Invoice	11/01/2023	PD RECORDS COPIES 10/01/2023 - 10/31/20	001-200-650		228.82
	INV6611005	PD PATROL COPIES 10/01/2023 - 10/31/20	Invoice	11/01/2023	PD PATROL COPIES 10/01/2023 - 10/31/20	001-200-650		63.75
	INV6611028	PD CID COPIES 10/01/2023 - 10/31/20	Invoice	11/01/2023	PD CID COPIES 10/01/2023 - 10/31/20	001-200-650		63.75
	INV6631324	CH BLACK & WHITE/COLOR COPIES 10/01/2023 - 10/31/20	Invoice	11/14/2023	CH BLACK & WHITE/COLOR COPIES 10/01/2023 - 10/31/20	001-100-500		21.60
						001-140-500		55.99
						001-190-500		0.28
						001-195-650		188.47
						001-280-500		0.28
	INV6631325	PW BLACK & WHITE/COLOR COPIES 10/01/2023 - 10/31/20	Invoice	11/14/2023	PW BLACK & WHITE/COLOR COPIES 10/01/2023 - 10/31/20	001-190-650		43.39
						001-280-650		43.39
						001-301-650		84.22
						400-700-605		84.22
00375	ROGERS DABBS CHEVROLET	DKT0035537						45,142.00
	93684	PO6921 NEW CHEVY SILVERADO 1500	Invoice	10/10/2023	PO6921 NEW CHEVY SILVERADO 1500	001-301-915		45,142.00
01618	SHRED-IT USA	DKT0035538						83.06
	8005201769	CUSTOMER #1000683311 (PD RECYCLING)	Invoice	10/31/2023	CUSTOMER #1000683311 (PD RECYCLING)	001-200-681		83.06
01766	SNSB SERVICES	DKT0035539						3,000.00
	5023	GRASS MOWED @ GARY, TERRY & SIW	Invoice	11/21/2023	GRASS MOWED @ GARY, TERRY & SIW	001-301-638		1,500.00
	5023-2	GRASS MOWED @ GARY, TERRY & SIW	Invoice	11/21/2023	GRASS MOWED @ GARY, TERRY & SIW	001-301-638		1,500.00
00194	THE SOUTHERN CONNECTION, LLC	DKT0035540						1,030.60
	28150	PO6907-HI-LITE CARRIER, BLACK AXII-	Invoice	11/14/2023	PO6907-HI-LITE CARRIER, BLACK AXII-	001-200-535		793.60
	28179	PO6975- FLEXRS COVERT TACTICAL PA	Invoice	11/15/2023	PO6975- FLEXRS COVERT TACTICAL PA	001-200-535		237.00
00340	THORNTON, MELVIN G	DKT0035541						212.87
	85199	TIRE REPAIR	Invoice	10/31/2023	TIRE REPAIR	001-301-575		38.00
	85272	OIL CHANGE	Invoice	11/07/2023	OIL CHANGE	001-260-570		70.94
	85303	MOUNT & BALANCE, DISPOSALS	Invoice	11/09/2023	MOUNT & BALANCE, DISPOSALS	001-301-570		56.00
	85372	OIL CHANGE	Invoice	11/20/2023	OIL CHANGE	001-200-570		47.93
01940	TIRE HUB	DKT0035542						924.30
	38230907	PO6989 2 TIRES FOR PT5	Invoice	11/08/2023	PO6989 2 TIRES FOR PT5	001-301-570		308.66
	38239628	PO6991-21-01-TIRES - 255/60/R18	Invoice	11/08/2023	PO6991-21-01-TIRES - 255/60/R18	001-200-570		615.64

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Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number							Distribution Amount
00506	TRIPLE V, INC	DKT0035543						347.84
	11082023		VETERANS DAY PROGRAM (SHEET CAK	Invoice	11/08/2023	VETERANS DAY PROGRAM (SHEET CAK	001-195-505	159.88
	11092023		VETERAN'S DAY	Invoice	11/09/2023	VETERAN'S DAY	001-195-505	187.96
Total Claims: 34							Total Payment Amount:	107,070.65



City of Byram, MS

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APPKT008026 - 12/01/2023 1st A.P. (SEWER AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00254	CENTRAL PIPE SUPPLY	DKT0035474						183.95
	S100353855.001	PO6979	PIPE TO REPAIR SEWER	Invoice	11/06/2023	PO6979 PIPE TO REPAIR SEWER	400-700-577	183.95
01325	CONSOLIDATED PIPE & SUPPLY C	DKT0035475						1,490.00
	0437175-000-000	PO6986	MISC SEWER PARTS	Invoice	11/07/2023	PO6986 MISC SEWER PARTS	400-700-577	1,490.00
01283	COOPER ELECTRIC MOTOR SERV	DKT0035476						4,261.64
	RI-2743	PO6984	PUMP REBUILD BYRAM PARK	Invoice	11/13/2023	PO6984 PUMP REBUILD BYRAM PARK	400-700-577	4,261.64
02414	DIVERSIFIED COMPANIES, LLC	DKT0035477						1,595.40
	56855	PO6980	PRINT PROCESS MAIL OCTOBE	Invoice	10/27/2023	PO6980 PRINT PROCESS MAIL OCTOBE	400-700-681	304.20
	56855-P	PO6981	POSTAGE OCTOBER	Invoice	10/27/2023	PO6981 POSTAGE OCTOBER	400-700-608	1,291.20
00516	DULANEY ELECTRIC & ASSOCIATI	DKT0035478						2,189.67
	9469	PO6985	PUMP MOTOR WORK RANCH	Invoice	11/03/2023	PO6985 PUMP MOTOR WORK RANCH	400-700-577	660.00
	9481	PO6999	ELETRICAL WORK ON PARKW	Invoice	11/09/2023	PO6999 ELETRICAL WORK ON PARKW	400-700-577	1,529.67
01616	FLUID PROCESS & PUMPS, LLC	DKT0035479						4,150.00
	0027515	PO6968	PUMP REPLACEMENT 810 ME	Invoice	11/09/2023	PO6968 PUMP REPLACEMENT 810 ME	400-700-556	4,150.00
00860	HEMPHILL CONSTRUCTION CO	DKT0035480						24,731.35
	H23128-1	PO6974	BYRAM PKWY PUMP STATION	Invoice	11/15/2023	PO6974 BYRAM PKWY & CROSSBRIDG	400-700-577	24,731.35
02154	HIGH TIDE TECHNOLOGIES, LLC	DKT0035481						250.00
	INV20232560	PO6976	ANNUAL COMMUNICATION R	Invoice	11/01/2023	PO6976 ANNUAL COMMUNICATION R	400-700-650	250.00
02350	HYDRA SERVICE, INC	DKT0035482						9,109.35
	173186	PO6977	SERVICE CALL @ LAGOON	Invoice	10/31/2023	PO6977 SERVICE CALL @ LAGOON	400-700-577	352.05
	173369	PO6953	PUMP RENTAL DOROTHY LAN	Invoice	11/10/2023	PO6953 PUMP RENTAL DOROTHY LAN	400-700-640	2,188.00
	173373	PO6952	PUMP RENTAL BYRAM PARKV	Invoice	11/10/2023	PO6952 PUMP RENTAL BYRAM PARKV	400-700-640	1,707.00
	173415	PO6954	PUMP RENTAL BYRAM PARKV	Invoice	11/10/2023	PO6954 PUMP RENTAL BYRAM PARKV	400-700-640	3,025.30
	173567	PO7000	BYRAM PKWY	Invoice	11/14/2023	PO7000 BYRAM PKWY	400-700-577	1,837.00
00089	REVELL HARDWARE	DKT0035483						109.73
	188756/4	WIPING CLOTHS	Invoice	11/02/2023	WIPING CLOTHS	400-700-505		59.99
	188816/4	ADAPTERS, COUPLE COMP, PIPE JT W/	Invoice	11/06/2023	ADAPTERS, COUPLE COMP, PIPE JT W/	400-700-505		21.70
	189044/4	NUTS, BOLTS, FASTENERS	Invoice	11/16/2023	NUTS, BOLTS, FASTENERS	400-700-505		28.04
02876	RODGERS, DAVID A	DKT0035484						5,250.00
	030651	PO6990	PUMP OUT BULLRUN,PKWY N	Invoice	11/08/2023	PO6990 PUMP OUT BULLRUN,PKWY N	400-700-635	2,450.00
	060002	PO7008	CROSSBRIDGE PUMP STATION	Invoice	11/12/2023	PO7008 CROSSBRIDGE PUMP STATION	400-700-635	350.00
	060009	PO7009	BYRAM GAS PUMP OUT 5 LOA	Invoice	11/14/2023	PO7009 BYRAM GAS PUMP OUT 5 LOA	400-700-635	1,750.00
	060012	PO7010	BYRAM GAS PUMP OUT	Invoice	11/15/2023	PO7010 BYRAM GAS PUMP OUT	400-700-635	700.00

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Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number							Distribution Amount
02872	WICKER BROTHERS, INC.	DKT0035485						1,219.75
	31223		PO7017 FABRICATE 2 SS BRACKETS FO	Invoice	11/21/2023	PO7017 FABRICATE 2 SS BRACKETS FO	400-700-577	1,219.75
Total Claims: 12							Total Payment Amount:	54,540.84



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APPKT008027 - 12/01/2023 1st A.P. (IN HOUSE)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
02047	AMAZON CAPITAL SERVICES	1677-HWGG-CDYT	BRIEFCASE, TABLECLOTH, CUPS, CLEAN	Invoice	11/21/2023	BRIEFCASE, TABLECLOTH, CUPS, CLEAN	001-140-505	881.71
							001-195-505	19.95
							001-195-505	12.70
							001-195-505	48.99
							001-195-510	7.86
	1J9V-6XRM-3P61	VETERANS DAY (SUPPLIES)	Invoice	11/06/2023	VETERANS DAY (SUPPLIES)	001-195-505	001-200-500	61.88
								71.00
	1LKW-P6JT-6TM4	VETERAN'S DAY GIFTS	Invoice	11/03/2023	VETERAN'S DAY GIFTS	100-550-505		39.99
	1MF6-VCH1-36LK	LOCKS (15)	Invoice	11/15/2023	LOCKS (15)	001-260-505		106.25
	1MXK-KLJQ-4NY4	PO6982 FD OFFICE CHAIR, TRAILER LI	Invoice	11/03/2023	ENG TREATMENT, TRAILER LIGHT KIT, C	001-260-570		49.98
							001-260-505	30.93
							001-260-559	259.98
	1VM6-WW9J-33RN	REPLACEMENT PAD, VINYL LINERS, IN	Invoice	11/07/2023	REPLACEMENT PAD, VINYL LINERS, IN	001-110-500		16.07
							001-195-505	73.80
	1YN9-NL4T-7F14	GLOVES, MARKERS, BATTERIES	Invoice	11/16/2023	GLOVES, MARKERS, BATTERIES	001-280-500		11.99
							400-700-500	26.39
							400-700-500	9.99
							400-700-505	33.96
00161	AT & T	DKT0035487						38.42
	11112023	NCIC MONITORING 11/11/2023 - 12/1	Invoice	11/11/2023	NCIC MONITORING 11/11/2023 - 12/1	001-200-609		38.42
00048	CENTERPOINT ENERGY	DKT0035488						18.40
	PW11142023	GENERATOR - ACCT# 11732033-3 (10/	Invoice	11/14/2023	GENERATOR - ACCT# 11732033-3 (10/	400-700-630		18.40
00052	COMCAST	DKT0035489						265.90
	FD11092023	ACCT# 8396 41 046 0114198 (11/13/2	Invoice	11/09/2023	ACCT# 8396 41 046 0114198 (11/13/2	001-260-605		265.90
00361	DPS CRIME LAB	DKT0035490						780.00
	90137869	ANALYTICAL FEES	Invoice	11/07/2023	ANALYTICAL FEES	001-200-614		780.00
00516	DULANEY ELECTRIC & ASSOCIATI	DKT0035491						1,350.00
	D9465	PO6922 ADD PLUGS FOR XMAS TREE L	Invoice	10/31/2023	PO6922 ADD PLUGS FOR XMAS TREE L	001-550-576		1,350.00
0005	ENTERGY	DKT0035492						7,351.20
	10018208006	COLLECTIVE BILL (SEWER) # 10201798	Invoice	11/14/2023	COLLECTIVE BILL (SEWER) # 10201798	400-700-632		7,351.20
0005	ENTERGY	DKT0035493						429.90
	10018208005	COLLECTIVE BILL (TRAFFIC SIGNALS) #	Invoice	11/14/2023	COLLECTIVE BILL (TRAFFIC SIGNALS) #	001-301-631		429.90

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Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
02826	GANNETT MEDIA CORP 0005975266	DKT0035494 ADS - JAYROE DRIVE, TERRY RD, MILLA	Invoice	10/31/2023	ADS - JAYROE DRIVE, TERRY RD, MILLA	001-140-615 001-190-615 001-301-615 001-301-615	504.18 45.72 185.11 127.46 145.89
02455	GIBSON, ROSCHELLE 11192023	DKT0035495 TRAVEL REIMBURSEMENT, ATLANTA, G	Invoice	11/19/2023	TRAVEL REIMBURSEMENT, ATLANTA, G	001-100-610	94.67
00495	GRAINGER 9886155226 9886155234	DKT0035496 MOTOR START CAPACITORS (3) MOTOR RUN CAPACITORS (3)	Invoice Invoice	10/27/2023 10/27/2023	MOTOR START CAPACITORS (3) MOTOR RUN CAPACITORS (3)	400-700-556 400-700-556	85.47 51.48 33.99
02855	JXN WATER INC PD11102023	DKT0035497 ACCT# 3179300000 (10/06/2023 - 11/	Invoice	11/10/2023	ACCT# 3179300000 (10/06/2023 - 11/	001-200-630	42.30
02855	JXN WATER INC PW11082023	DKT0035498 ACCT# 9956300000 (10/06/2023 - 11/	Invoice	11/08/2023	ACCT# 9956300000 (10/06/2023 - 11/	001-301-630 400-700-630	723.91 361.96 361.95
02855	JXN WATER INC FD11082023	DKT0035499 ACCT# 1836400000 (10/09/2023 - 11/	Invoice	11/08/2023	ACCT# 1836400000 (10/09/2023 - 11/	001-260-630	12.30
02855	JXN WATER INC DRP11132023	DKT0035500 ACCT# 1740745981 (10/09/2023 - 11/	Invoice	11/13/2023	ACCT# 1740745981 (10/09/2023 - 11/	001-550-630 001-550-630	255.70 222.80 32.90
02855	JXN WATER INC CH11102023	DKT0035501 ACCT# 1665300000 (10/06/2023 - 11/	Invoice	11/10/2023	ACCT# 1665300000 (10/06/2023 - 11/	001-195-630	32.90
00264	KENTWOOD SPRINGS 10602189 111723	DKT0035502 CH WATER	Invoice	11/17/2023	CH WATER	001-195-505	74.44
02419	MCMaster & ASSOCIATES, INC. 11102023-2	DKT0035503 JOB NO. M-3021, 2023 CITY OVERLAY I	Invoice	11/10/2023	JOB NO. M-3021, 2023 CITY OVERLAY I	001-301-912	2,006.25
02419	MCMaster & ASSOCIATES, INC. 11102023-1	DKT0035504 JOB # M-3041, JAYRO DRIVE/DRAINAG	Invoice	11/10/2023	JOB # M-3041, JAYRO DRIVE/DRAINAG	131-301-602	12,500.00
01533	MOORE'S INSTALLATIONS 11212023	DKT0035505 PO6923-23-03-FENIEX QUANTUM SIN	Invoice	11/21/2023	PO6923-23-03-CANNON REVERSE FUL PO6923-23-03-FENIEX QUANTUM SIN PO6923-23-03-INSTALL AND SUPPLIES PO6923-23-03-Q3 BACK GLASS/WIND PO6923-23-03-Q3 GRILL LIGHTS W/BR PO6923-23-03-Q3 SIDE ROCKER/W BR PO6923-23-03-SHIPPIG PO6923-23-03-TRITON 125DB SIREN S PO6923-23-03-TYPHOON HANDHELD :	001-200-903 001-200-903 001-200-903 001-200-903 001-200-903 001-200-903 001-200-903 001-200-903 001-200-903	2,490.00 140.00 650.00 650.00 240.00 110.00 220.00 70.00 110.00 300.00

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Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description				Distribution Amount	
00649	MS DEPARTMENT OF PUBLIC SAFETY	DKT0035506					726.00
	90137808	MLEOTA - TUITION	Invoice	11/06/2023	MLEOTA - TUITION	001-200-611	726.00
02599	ODP BUSINESS SOLUTIONS	DKT0035507					137.70
	341058583001	INK	Invoice	11/06/2023	INK	001-110-500	17.99
	341059005001	OFFICE SUPPLIES	Invoice	11/06/2023	OFFICE SUPPLIES	001-110-500	64.67
						001-195-500	18.42
	341059007001	MOISTENER BOTTLE	Invoice	11/07/2023	MOISTENER BOTTLE	001-140-500	1.64
	341059008001	COTTON MOP	Invoice	11/06/2023	COTTON MOP	001-195-510	18.99
	341059009001	WEEKLY/MONTHLY APPOINTMENT BOOK	Invoice	11/07/2023	341059009001	001-195-500	15.99
01591	QUADIENT FINANCE USA, INC	DKT0035508					265.50
	Q1050328	LEASE ON POSTAGE MACHINE	Invoice	10/30/2023	LEASE ON POSTAGE MACHINE	001-195-681	265.50
02366	SUDDEN SERVICE, INC	DKT0035509					182.50
	03092151	SERVICE CALL - CHECKED/RAN TEST OIL	Invoice	11/02/2023	SERVICE CALL - CHECKED/RAN TEST OIL	001-195-575	182.50
Total Claims: 24						Total Payment Amount:	31,249.35

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 7.b

FOR: Approval to hire a Public Safety Dispatcher with full benefits, contingent upon successful completion of the hiring process

INTRODUCED BY: Chief David W. Errington

NOTES:

Approval to hire Baylee Chance as a Public Safety Dispatcher at \$12.15 per hour with full benefits, contingent upon successful completion of the hiring process.

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 7.c

FOR: This item has been removed from the agenda: approval to hire a Public Safety Dispatcher

INTRODUCED BY: Chief David W. Errington

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 7.d

FOR: Approval of a Special Event Application for a "Back the Blue" event at Dockery Grill, December 15th and 16th, 2023

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

File Name

[Dockery Grill Back the Blue.pdf](#)

CITY OF BYRAM SPECIAL EVENT REQUIREMENTS AND APPLICATION

SPECIAL EVENT APPLICATION				
There is a \$25.00 Special Event fee plus a \$1.00 Record Fee, due upon submission of Application.				
APPLICANT INFORMATION				
Applicant Name <i>Alexandria Curtis</i>		Organization Name <i>Dockery Grill</i>		
Address <i>6791 Givell Rd.</i>		City <i>Byram</i>	State <i>MS</i>	Zip <i>39272</i>
E-Mail Address <i>Lastear777@yahoo.com</i>		Web Site Address		
Telephone Number	Facsimile	Mobile Number <i>601-608-8141</i>	Secondary Number <i>601-754-9030</i>	
Type of Organization ☒ Charitable ☐ For Profit Organization ☐ Other		() Individual () Non-Profit Organization 501.3C Tax ID # _____		
On Site Contact <i>Martin Curtis</i>		Mobile Number for On-Site Contact <i>601-754-9030</i>		
EVENT INFORMATION				
Event Name <i>Back the Blue</i>		Event Date(s) <i>12-15/16 2023</i>	Time <i>6-11:30pm</i>	
Type of Event	☐ Carnival ☐ Concert/Performance ☐ Festival ☐ Professional Filming ☒ Fundraiser ☐ Parade ☐ Private Gathering ☐ Reception ☐ Run/Walk ☐ Sports/Recreational ☐ Other			
Is this a first time event? ☒ Yes () No		If No, date of previous event _____ What was the past attendance? _____		
Is this event open to the public? ☒ Yes () No		Admission/Entry Fee	Estimated Total Budget	
Proposed Area	<i>Dockery Grill</i>			
Setup: (first item to be loaded in on site) Date: Time:		Teardown: (last item removed) Date: Time:		
Estimated Attendance		Known Current Sponsor(s):		
Participants	Spectators	Est. # Hotel Rms.	Beneficiary(ies): <i>Byram Police Department</i>	

CITY OF BYRAM SPECIAL EVENT REQUIREMENTS AND APPLICATION

EVENT SPECIAL FEATURES

Will sound amplication equipment be used? ☒ Yes () No	If Yes, provide the following: Recorded Music () Yes () No Live Music ☒ Yes () No Other _____
If Yes, provide the following:	
Sound System ☒ Yes () No	
Lighting System ☒ Yes () No	
Stage () Yes ☒ No	
Dance Floor () Yes ☒ No	

Will the event feature food/beverage service ☒ Yes () No	If Yes, provide Current Known Vendor Names and Telephone Numbers <u>Dockey</u>
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Open Flames or Cooking () Yes ☒ No <i>Please show location of cooking areas on site plan</i> <i>Vendors cooking with charcoal, wood, or gas must have at least one 2.5 water fire extinguisher nearby.</i>	Type of Fuel () Gas () Electric () Charcoal () Wood
---	---

Does the event propose closing, blocking or using public streets? () Yes ☒ No <i>If Yes, a road closure plan complete with barricades and signage shall be submitted</i>	Streets Closing Opening Day/Time Day/Time _____ _____
--	---

Tents or Canopies ☒ Yes () No <i>Applicable if larger than 20'x15'</i>	If Yes, provide the following: Company: <u>Dockey</u>
---	--

Approximate Number of Tents/Size(s) <u>3, 10x10</u> _____ _____

Temporary Perimeter Fencing () Yes ☒ No <i>Indicate fence locations on site plan</i>	If Yes, provide the following: Company _____ Provide approximate dimensions of fenced area _____
---	--

Restrooms () Yes ☒ No #Portables # ADA Portables # Restroom trailers	Company _____
---	---------------

Trash Collection () Yes ☒ No Dumpsters () Yes ☒ No Quantity Size	Company _____
---	---------------

If no dumpsters, please provide details for trash collection: <u>Dockey Grill</u>

CITY OF BYRAM SPECIAL EVENT REQUIREMENTS AND APPLICATION

EVENT SPECIAL FEATURES (CONTINUED)

Electrical Services <i>*Event must use a licensed electrician</i>	() Yes (X) No	Requirements:
	Supplemental Equipment (check all that apply)	() Generator(s) # _____ () Light Tower(s) # _____
Professional Parking/Valet	() Yes (X) No	If Yes, provide Company:
Number of Parking Personnel	Hours	# of Cars
Carnival/Amusement Rides and Attractions	() Yes (X) No	If Yes, provide Company:
	Contact Name	Phone
Climate Control	() Yes (X) No	If Yes, provide Company:
	Type (check all that apply)	() Fan (pedestal, box, etc) () Misting Air () Air-Conditioning () Heater(s)
Pyrotechnics/Laser/Special Effects	() Yes (X) No Show Budget \$ _____	If Yes, provide Company:
Day/Time of Show 12-15/16 6:11:30 PM	Length of Show (in minutes) 330	Products Used
Please check all items that apply to your event. Provide a detailed explanation in the space provided for each item checked.		
() a. Animals () b. Barricades () c. Bicycles () d. Bleachers () e. Booths – Vendors handing out items () f. Booths – Vendors Selling () g. Decorator/scenery () h. Drawing or raffle () i. First Aid Station () j. Golf Carts () k. Inflatable's () l. Road Closure () m. Security () n. Shuttle bus/tram () o. Signs/banners () p. Ticket agent () q. Video Production/Photography () r. Other _____		
Explanation of items checked above (list letter for reference):		

CITY OF BYRAM SPECIAL EVENT REQUIREMENTS AND APPLICATION

INSURANCE INFORMATION (Proof of insurance required within 30 days of event)

Name of Insurance Agency <u>Runnels Insurance</u>		
Name of Insurance Agent <u>Rusty Runnels</u>		
Address <u>630 HWY 49</u>		
City <u>Florida</u>	State <u>MS</u>	Zip <u>39071</u>
Phone <u>601-879-9972</u>	Fax	Policy#

REFERENCES (For first time event or out of town applicants or as required)

Contact Name <u>Marvin Curtis</u> Company <u>Dockery Grill</u> Telephone # <u>601-754-9030</u> Relationship <u>Owner</u>	Contact Name _____ Company _____ Telephone # _____ Relationship _____
Contact Name <u>Alexandria Curtis</u> Company <u>Byram One Properties</u> Telephone # <u>601-608-8141</u> Relationship <u>Owner</u>	Contact Name _____ Company _____ Telephone # _____ Relationship _____

Lack of Reference is not Grounds for Denial of Application

Signature Alexandria Curtis Date _____

Application received by _____ Date _____

Submission of this form does not guarantee approval of the event

Promoter/Applicant agrees that this form is complete to the best of his/her knowledge and ability. Promoter/Applicant agrees that it accepts, shall abide by, and is subject to all terms and conditions of the Special Event Guidelines, which are incorporated herein for all purposes as if set out in full, and are included in this package and hereby represents that it had read the said Rules, Regulations and General Information and understands the same.

Checklist

- ✓ Completed Application
- ✓ Site Plan
- ✓ Fees (Checks made payable to City of Byram)
- ✓ Copy of Insurance Certificate
- ✓ Non-profit, 501c3 Certificate (if applicable)
- ✓ Completed Sponsorship Application (if applicable)

CITY OF BYRAM SPECIAL EVENT REQUIREMENTS AND APPLICATION

**SPECIAL EVENT SPONSORSHIP APPLICATION
CITY OF BYRAM**

Applicant Information			
This sponsorship request will be attached to and become part of the Event Application			
Applicant Name <i>Alex Marvin Curtis</i>		Organization Name <i>Duckery Grill</i>	
Address <i>191 Simell Rd</i>	City <i>Byram</i>	Zip <i>39272</i>	State <i>MS</i>
E-mail Address <i>Lastcar777@yahoo.com</i>		Web Site Address	
Telephone Number <i>601-754-9030</i>	Facsimile	Mobile Number <i>601-608-8141</i>	
Type of Organization ☒ Charitable ☐ Non-profit organization (501.C3 Tax ID # _____) ☐ Other			
Event Information			
Event Name <i>Back the Blue</i>		Event Date(s) <i>12-15/16</i>	Event Time <i>4-11:30 PM</i>
Event estimated needs and justification for City in-kind services: In-kind services request:		Other sources of event funding:	

Advertising and Promotion

What types of advertising/promotion will be done prior to the event?

Radio	☐ Yes	☒ No
Television	☐ Yes	☒ No
Print Ads	☒ Yes	☐ No
Press Release	☐ Yes	☒ No
Fliers/Posters	☒ Yes	☐ No
Direct Mail	☐ Yes	☒ No
Billboards	☐ Yes	☒ No
Other	☐ Yes	☒ No
Explain		

This request acknowledges that if the City of Byram through the Board of Aldermen decides to sponsor your event through in-kind services, then the value of the sponsorship calculated will serve to determine the sponsorship level that is commensurate with that value. This sponsorship level will allow the City to have the visibility afforded to all other sponsorships at the same or equivalent level.

Alexandra Curtis

Signature of Applicant

Date

CITY OF BYRAM SPECIAL EVENT REQUIREMENTS AND APPLICATION

STATE OF MISSISSIPPI
COUNTY OF HINDS

**ATTACHMENT TO SPECIAL EVENT APPLICATION
AGREEMENT TO INDEMNIFY**

As a condition precedent to holding and conducting the event, which is the subject of this application, and as consideration for same, and in accordance with the provisions of the application and the City of Byram:

Alexandria Curtis (name of applicant) (The "Indemnitor") agrees to and shall indemnify, hold harmless, and defend at its sole cost and expense the City of Byram, Mississippi (The "City"), its officials, officers, employees, agents (in both their official and private capacities) (Each an "Indemnitee") from and against any and all claims, suites, actions, judgments, liabilities, penalties, fines, expenses, fees, costs (including attorney's fees and other costs of defense), and damages (together, "damages") arising out of or in connection with (A) the Indemnitor's performance of the event, (B) the use of any portion or property of the city, by the Indemnitor or by any owner, officer, partner, shareholder, member, employee, agent, representative, contractor, sub-contractor, licensee, customer, guest, invitee, or concessionaire of the Indemnitor, or any person acting by or under the authority or with the permission of the Indemnitor, or any other person under the express or implied invitation of the Indemnitor, or any other person or entity for whom the Indemnitor may be liable (together, "the Indemnitor parties"), or any of them, (C) the conduct of the Indemnitor's business or anything else done or permitted by the Indemnitor (or any of the Indemnitor parties) to be done in or about any portion of property of the city, (d) any breach or default in the performance of the Indemnitor's obligation in connection with the event, and (E) without limiting any of the foregoing, any act or omission of the Indemnitor or any of the Indemnitor parties under, related to, or in connection with, the event, which is the subject of this application, including damages caused in whole or in part by an Indemnitee's own negligence.

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

This indemnity provision is solely for the benefit of the City, its officials, officers, employees, and agents and is not intended to create or grant any rights, contractual or otherwise to any other person or entity.

This indemnity agreement survives the termination or expiration of the event, which is the subject of this application, and the termination or expiration of any contract between the Indemnitor and the City.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute the Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Hinds County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

BY:

TITLE: Owner

ATTEST:

BY:

TITLE:

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 30, 2023 AGENDA ITEM NO: 8.a

FOR:

- Christmas Tree Lighting Ceremony, hot chocolate, cookies and pictures with Santa - tonight at 7:00 p.m. at the Pocket Park, across from Kroger
- Byram Christmas Spirit Competition for the best decorated homes and businesses starts tonight and runs through December 14th
- Ward 4 Meeting with Alderman Mack, Monday, December 4th, 6:00 P.M. at City Hall
- Christmas Parade, Saturday, December 9th at 10:00 a.m.
- Regular Meeting of the Mayor and Board of Aldermen, Thursday, December 14th at 7:00 p.m. at City Hall, 5901 Terry Road

INTRODUCED BY:
