

City of Hattiesburg, MS

*200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401*



Meeting Agenda - Final

Monday, February 25, 2013

4:30 PM

Council Chambers

City Council - Special Called Meeting

*City Council
Special Called Meeting*

- 1 [2013-0098](#) Approve letter of agreement with Bridge & Watson, Inc., for planning and consulting services related to Rev. Kenneth E. Fairley, et. al. vs. Hattiesburg, Mississippi, et. al., redistricting lawsuit.

Attachments: [Bridge & Watson letter of agreement, redistricting lawsuit](#)
[executed Bridge & Watson letter of agreement, redistricting lawsuit](#)

- 2 [2013-0099](#) Approve letter of agreement with Jerry L. Mills for legal services related to Rev. Kenneth E. Fairley, et. al. vs. Hattiesburg, Mississippi, et. al., redistricting lawsuit.

Attachments: [Mills-Letter of Agreement, Redistricting Lawsuit](#)
[executed Mills-Letter of Agreement, Redistricting Lawsuit](#)



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0098

File ID: 2013-0098

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/24/2013

Brief Title: Bridge & Watson, Inc., letter of agreement,
redistricting lawsuit

Final Action: 02/25/2013

Minute Book Number: MB2013-55

Title:

Approve letter of agreement with Bridge & Watson, Inc., for planning and consulting services related to Rev. Kenneth E. Fairley, et. al. vs. Hattiesburg, Mississippi, et. al., redistricting lawsuit.

Notes:

Sponsors:

Enactment Date:

Attachments: Bridge & Watson letter of agreement, redistricting lawsuit, executed Bridge & Watson letter of agreement, redistricting lawsuit

Enactment Number:

Contact:

Meeting Date: 02/25/2013

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	02/25/2013	Approve				Pass
Action Text: A MOTION was made by Council member Carroll and seconded by Council Vice President Ware to Approve letter of agreement with Bridge & Watson, Inc., for planning and consulting services related to Rev. Kenneth E. Fairley, et. al. vs. Hattiesburg, Mississippi, et. al., redistricting lawsuit.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 3 - Bradley, Carroll and Ware							
Nays: 0							
Absent: 2 - Delgado and Naylor							
Yea: 3 Bradley Carroll Ware							

Text of Legislative File 2013-0098

Title

Approve letter of agreement with Bridge & Watson, Inc., for planning and consulting services related to Rev. Kenneth E. Fairley, et. al. vs. Hattiesburg, Mississippi, et. al., redistricting lawsuit.

Summary

Bridge & Watson, Inc., letter of agreement, redistricting lawsuit

Budget Information

Expenditure Type

Purchasing Item

Publication Information

LETTER OF AGREEMENT FOR
PLANNING AND CONSULTING SERVICES

THIS AGREEMENT is entered into by and between **BRIDGE & WATSON, INC.**, hereinafter called the CONSULTANT and the **CITY OF HATTIESBURG, MISSISSIPPI**, hereinafter called the CITY.

1. The CITY does hereby employ the CONSULTANT to perform professional and technical services for: Redistricting, demographic, and planning services related to pending voting rights litigation and redistricting.
2. The CONSULTANT hereby agrees to perform the above services in a diligent and competent manner in accordance with the standards applicable to this work.
3. The CITY shall compensate the CONSULTANT for professional services rendered plus direct reimbursement for out-of-pocket expenses including travel, per diem expenses for personnel, purchased information and services, copies, graphic materials and other necessary expenses.
4. The CONSULTANT will submit monthly or periodic invoices to the CITY requesting payment. Such requests will be based upon the amount and value of work and services performed by the CONSULTANT and will be accompanied by an itemized statement of work performed. The CITY shall pay the CONSULTANT the total amount of the invoice within thirty (30) days after receipt of the invoice. Nonpayment or payment less than the amount of the invoice within the specified time shall be cause for suspension of work by the CONSULTANT. The invoices will be based on the following rate schedule:

Principal Planner:	\$150.00/hr.
Associate Planner I:	\$125.00/hr.
Associate Planner II:	\$100.00/hr.
Assistant Planner I:	\$ 85.00/hr.
Assistant Planner II:	\$ 60.00/hr.
Planning Technician:	\$ 40.00/hr.
Planning Assistant:	\$ 30.00/hr.
Mileage:	\$ 0.565/mile (IRS standard business mileage rate)

5. The CITY may terminate or re-negotiate this letter of agreement at any time with written notification to the CONSULTANT.
6. Any reports, information, data, memoranda, or documents in any form, electronic or otherwise, prepared or assembled by the CONSULTANT under this agreement shall be the property of the CITY, even if remaining with the CONSULTANT, and the CONSULTANT shall maintain confidential all of such information unless specifically authorized in writing by the CITY through its Council President or Attorney.

IN WITNESS WHEREOF the CITY and the CONSULTANT have executed this Agreement this the _____ day of _____, 2013.

CLIENT: THE CITY OF HATTIESBURG, MISSISSIPPI

BY: _____ WITNESS: _____
Kim Bradley, Council President Eddie Myers, City Clerk

CONSULTANT: BRIDGE & WATSON, INC.

BY: _____ WITNESS: _____
Chris Watson, AICP Tim Youngblood

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IN WITNESS WHEREOF the CITY and the CONSULTANT have executed this Agreement this the 25th day of February, 2013.

CLIENT: THE CITY OF HATTIESBURG, MISSISSIPPI

BY: Kim Bradley
Kim Bradley, Council President

WITNESS: Eddie R. Myers
Eddie Myers, City Clerk

CONSULTANT: BRIDGE & WATSON, INC.

BY: Chris Watson
Chris Watson, AICP

WITNESS: Tim Youngblood
Tim Youngblood



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0099

File ID: 2013-0099

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/24/2013

Brief Title: Letter of agreement, Jerry L. Mills, redistricting lawsuit

Final Action: 02/25/2013

Minute Book Number: MB2013-56

Title:

Approve letter of agreement with Jerry L. Mills for legal services related to Rev. Kenneth E. Fairley, et. al. vs. Hattiesburg, Mississippi, et. al., redistricting lawsuit.

Notes:

Sponsors:

Enactment Date:

Attachments: Mills-Letter of Agreement, Redistricting Lawsuit, executed Mills-Letter of Agreement, Redistricting Lawsuit

Enactment Number:

Contact:

Meeting Date: 02/25/2013

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Special Called Meeting	02/25/2013	Approve				Pass
	Action Text: A MOTION was made by Council member Carroll and seconded by Council Vice President Ware to Approve letter of agreement with Jerry L. Mills for legal services related to Rev. Kenneth E. Fairley, et. al. vs. Hattiesburg, Mississippi, et. al., redistricting lawsuit.						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 3 - Bradley, Carroll and Ware						
	Nays: 0						
	Absent: 2 - Delgado and Naylor						
		Yea: 3	Bradley Carroll Ware				

Text of Legislative File 2013-0099

Title

Approve letter of agreement with Jerry L. Mills for legal services related to Rev. Kenneth E. Fairley, et. al. vs. Hattiesburg, Mississippi, et. al., redistricting lawsuit.

Summary

Letter of agreement, Jerry L. Mills, redistricting lawsuit

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Jerry L. Mills

Pyle, Mills, Dye & Pittman

ATTORNEYS AT LAW
800 AVERY BOULEVARD NORTH, SUITE 101
RIDGELAND, MISSISSIPPI 39157

Telephone:
(601) 957-2600
Telecopier:
(601) 957-7440

February 14, 2013

Kim Bradley
Council President
P. O. Box 1898
Hattiesburg, MS 39043-1898

LETTER OF AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into by and between **Jerry L. Mills** hereinafter called the Special Counsel and the **CITY OF HATTIESBURG MISSISSIPPI**, hereinafter called the CITY.

1. The CITY does hereby employ Special Counsel to perform professional services related to *Rev. Kenneth E. Fairley, et. al vs. Hattiesburg, Mississippi, et. al*; Civil Action No. 2:13cv18KS-MTP and any related matters.
2. Special Counsel hereby agrees to perform the above services in a diligent and competent manner in accordance with the standards applicable to this work.
3. The CITY shall compensate Special Counsel for professional services rendered plus direct reimbursement for out-of-pocket expenses including travel, per diem expenses for personnel, purchased information and services, copies, graphic materials and other necessary expenses.
4. Special Counsel will submit monthly or periodic invoices to the CITY requesting payment. Such requests will be based upon the amount and value of work and services performed by Special Counsel and will be accompanied by an itemized statement of work performed. The CITY shall pay Special Counsel the total amount of the invoice within thirty (30) days after receipt of the invoice. Special Counsel shall provide the services of himself and his firm at an hourly rate not to exceed \$250.00 per hour.
5. The CITY may terminate or re-negotiate this letter of agreement at any time with written notification to Special Counsel.

IN WITNESS WHEREOF the CITY and the SPECIAL COUNSEL have executed this Agreement this the _____ day of _____, 2013.

CLIENT: THE CITY OF HATTIESBURG, MISSISSIPPI

BY: _____ WITNESS: _____
Kim Bradley, Council President Eddie Myers, City Clerk

SPECIAL COUNSEL

BY: _____ WITNESS: _____
Jerry L. Mills John P. Scanlon

Jerry L. Mills

Pyle, Mills, Dye & Pittman

ATTORNEYS AT LAW
800 AVERY BOULEVARD NORTH, SUITE 101
RIDGELAND, MISSISSIPPI 39157

Telephone:
(601) 957-2600
Telecopier:
(601) 957-7440

February 14, 2013

Kim Bradley
Council President
P. O. Box 1898
Hattiesburg, MS 39043-1898

LETTER OF AGREEMENT FOR LEGAL SERVICES

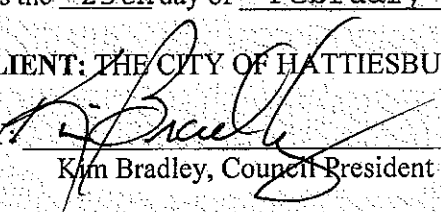
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5. The CITY may terminate or re-negotiate this letter of agreement at any time with written notification to Special Counsel.

IN WITNESS WHEREOF the CITY and the SPECIAL COUNSEL have executed this Agreement this the 25th day of February, 2013.

CLIENT: THE CITY OF HATTIESBURG, MISSISSIPPI

BY:

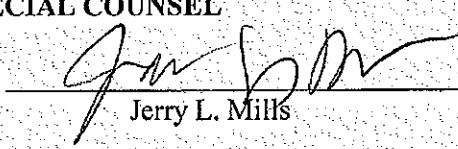

Kim Bradley, Council President

WITNESS:

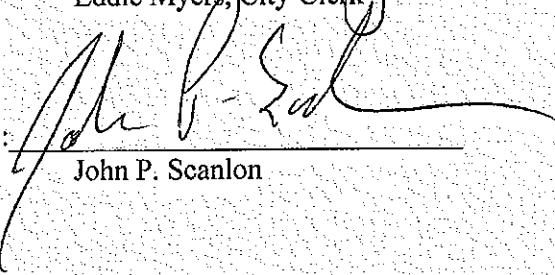

Eddie Myers, City Clerk

SPECIAL COUNSEL

BY:


Jerry L. Mills

WITNESS:


John P. Scanlon