

City of Hattiesburg, MS

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



Meeting Agenda - Final

Monday, April 1, 2013

4:00 PM

Council Chambers

City Council - Agenda Review

1. Agenda Review

2. Citizens Forum

City of Hattiesburg, MS

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



Meeting Agenda - Final

Monday, April 1, 2013

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Items VI.-11 and VI.-12 at the request of the Administration as follows:

- VI.-11** [2013-0196](#) Take from the Table to Approve contract with the Colom Law Firm, LLC for legal services related to the British Petroleum (BP) Deepwater Horizon explosion and oil spill.

Attachments: [Colom Law Firm proposal](#)

- VI.-12** [2013-0193](#) Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming municipal election(s), as provided for in MS Code Section 31-7-13 (m) (viii), based on information in the attached memorandum; authorize Mayor to execute, in duplicate, rental agreement with Election Systems and Software, Inc.

Attachments: [Memo for sole source - 2013 elections](#)
 [E S & S Agreement - 2013](#)
 [executed E S & S Agreement - 2013](#)



City of Hattiesburg, MS

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

Master

File Number: 2013-0196

File ID: 2013-0196

Type: Regular Agenda Item

Status: Tabled

Version: 1

Reference:

In Control: City Council

File Created:

Brief Title: Contract with the Colom Law Firm, LLC for legal services related to the British Petroleum (BP) Deepwater Horizon explosion and oil spill.

Final Action:

Minute Book Number: MB2013-103

Title:

Take from the Table to Approve contract with the Colom Law Firm, LLC for legal services related to the British Petroleum (BP) Deepwater Horizon explosion and oil spill.

Notes:

Sponsors:

Enactment Date:

Attachments: Colom Law Firm proposal

Enactment Number:

Contact:

Meeting Date: 04/02/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	04/01/2013					
1	City Council	04/02/2013	Table				Pass

Action Text: A MOTION was made by Council Member Delgado to Take from the Table and Approve contract with the Colom Law Firm, LLC for legal services related to the British Petroleum (BP) Deepwater Horizon explosion and oil spill. The Motion died for lack of a second.

In response to a question from Council member Carroll, Council President Bradley said that an email he read aloud during the Agenda Review states that cities and municipalities and other government agencies are not eligible to be part of this BP [settlement]. Council member Carroll said the deadline is a year away and it appears that [the City] will not need [these legal services], but suggested that the Council keep the item Tabled.

Mayor DuPree questioned the source of the email that was sent to Council President Bradley and said this does not cost the City.

Council member Delgado stated her concern that the firm [to which Council President Bradley referred] has not requested to be considered. She said there is not a way based on [the email author's] knowledge and information, but that the City has not given the Colom law firm the opportunity to say whether there is some exception to the rule that cities and governmental entities do not have standing to petition for relief. She said she does not see why [the City] would not move forward to try to find out.

Mayor DuPree stated that the Colom Law Firm has associated with a local attorney to work on this [case]. Subsequent discussion between the Mayor and Council President Bradley related to the validity of the offer.

Council member Carroll suggested keeping all options open by keeping the item on the Table.

Council member Naylor stated support for Council member Carroll's suggestion.

No action was taken and the item remains Tabled.

Yea: 5 President Bradley
Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0196

Title

Take from the Table to Approve contract with the Colom Law Firm, LLC for legal services related to the British Petroleum (BP) Deepwater Horizon explosion and oil spill.

Summary

Contract with the Colom Law Firm, LLC for legal services related to the British Petroleum (BP) Deepwater Horizon explosion and oil spill.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

WILBUR O. COLOM⁺
CHARLES T. BRANT^{***†}
SCOTT W. COLOM^{±§}

ADMITTED IN:
MISSISSIPPI[±]
GEORGIA^{*}
WISCONSIN[§]

Writer's e-mail:
wil@colom.com

The Colom Law Firm, L.L.C.

200 6th STREET NORTH, SUITE 700
COLUMBUS, MS 39701-3917

MAILING ADDRESSES:

POST OFFICE BOX 866
COLUMBUS, MS 39702-0866
TELEPHONE: (662) 327-0903
FACSIMILE: (662) 329-4832
WEBSITE: www.colom.com

191 PEACHTREE STREET
SUITE 3300
ATLANTA, GA 30301
TELEPHONE: (404) 522-5900
FACSIMILE: (404) 526-8855

December 7, 2012

The Honorable Johnny L. DuPree
Mayor of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor DuPree:

As you are aware, the British Petroleum (BP) Deepwater Horizon explosion and subsequent oil spill caused catastrophic damage in the Gulf of Mexico in 2010 and beyond. The State of Mississippi was uniquely affected by this incident as our coastlines, residents, businesses, cities and counties were impacted both physically and financially by BP's negligent acts. Litigation has been ongoing to compensate those persons and businesses that were harmed by this event. However, our research indicates that Mississippi's municipalities have not been afforded recovery, despite potential substantial losses.

The Colom Law Firm has begun representing governmental entities in their pursuit of recovery for economic damages resulting from this oil spill. The Oil Pollution Act of 1990 provides a direct cause of action for municipalities that suffer financial harm as a result of oil spills. It is important to note that this **recovery is not limited to municipalities located on the Gulf Coast**. Our extensive research has made it clear that non-coastal municipalities also have a right to recover against those responsible for the oil spill.

Economic recovery may be obtained for loss of tax revenue resulting from sales taxes, business taxes, and many other revenue decreases in the 2010 calendar year. **Our firm is willing to research your municipality's potential loss and represent the municipality based on a contingency contract, meaning the municipality will bear no costs and assume no risk.** Please contact our office at (662)327-0903 or at wil@colom.com to discuss potential recovery for your municipality.

Very truly yours,

Wilbur O. Colom

WOC/knw

Ed:z

The Colom Law Firm, L.L.C.

200 SIXTH STREET NORTH, SUITE 700
COLUMBUS, MS 39701

WILBUR O. COLOM ±
CHARLES T. BRANT ***
SCOTT W. COLOM ±¥

ADMITTED IN:
MISSISSIPPI ±
GEORGIA *
WISCONSIN¥

MAILING ADDRESSES:

POST OFFICE BOX 866
COLUMBUS, MS 39703-0866
TELEPHONE: (662) 327-0903
FACSIMILE: (662) 329-4832
WEBSITE: www.colom.com

170 MITCHELL STREET, S.W.
ATLANTA, GA 30303
TELEPHONE: (404) 522-5900
FACSIMILE: (404) 526-8855

December 11, 2012
By United States Postage

Honorable Mayor Johnny L. Dupree
PO Box 1898,
Hattiesburg, MS 39403-1898

Mayor Dupree-

I was happy to hear the city of Hattiesburg is interested in our firm's representation in this matter. Enclosed is a contract between Hattiesburg and us. This allows to investigate to determine whether you and potential other municipalities have a claim against BP. Please sign it at your convenience and mail it back to us.

Please feel free to contact me with any questions or concerns.

Sincerely,



Wilbur O. Colom



FEE AGREEMENT

I, _____, Mayor of the City of _____, Mississippi (herein "Client"), do hereby retain The Colom Law Firm to render legal advice and services and to prosecute all claims for all injuries and damages sustained by the City of _____ which I may legally recover on account of the explosion and subsequent oil spill, or any other claims that I may have against British Petroleum (BP) Deepwater Horizon, or any person and/or persons, their employees and agents or any party responsible for said claims, until the conclusion of any lawsuit filed, settlement of the present claim, or termination of this contract.

"Attorneys" herein refer to The Colom Law Firm and also to any partner or associate of said firm or any law firms associated by The Colom Law Firm. Attorneys are authorized to effect settlement or compromise of Client's claims or to institute legal action or actions as may be advisable in attorneys' judgment to enforce Client's rights.

Attorneys have explained that they may be representing other persons with claims against the defendants which claims may or may not be similar to Client's. While Attorneys believe at this time that their representation of the client will not be adversely affected by Attorneys' duties to said other clients, I understand that unanticipated events may arise which would cause an actual conflict of interest, in which case Attorneys will take reasonable measures to minimize any adverse effect upon Client's claim.

Attorneys' fee will be a sum equal of twenty-five percent (25%) of the gross amount recovered by compromise, settlement or as the result of a lawsuit. If no recovery is obtained, no fee will be payable to attorneys, except that if the client decides to abandon prosecution of this claim or fails to cooperate in prosecution of clients' claim, then attorneys will receive reasonable compensation for services rendered.

Expenses of the lawsuit will be paid from settlement or awards received, prorated as to each client represented in the matter in the proportion that client's settlement or award bears to the total amount of settlements and awards for all clients on whose behalf the expenses were incurred. In the event that this proportion cannot be accurately determined at the time of disbursement, such as if other client's claims in the matter are still pending, Attorneys will make a reasonable conservative estimate of the settlements and awards remaining to be collected and will base Client's pro-rata share of expenses on this estimate subject to reimbursement to Client or Attorney when all cases are settled and the accurate pro-rata share can be accurately determined. Expenses will include such things as investigation, witness costs, court costs, medical expenses, long-distance charges, mileage at \$.50 per mile, lodging, photocopying at \$.25/page, use of legal research databases, etc. Attorneys may advance such expenses on behalf of the client or arrange loans to cover such expenses through a bank or other third party. Attorneys are authorized to make direct reimbursement to themselves from any and all settlements or recovery on the client's behalf. All advances or expenses paid by attorneys or lent by a third party are to be taken out of the client's portion of the amount recovered.

The client hereby grants attorneys a special lien upon all monies received by client in payment or settlement of the client's claims, in addition to statutory liens for payment of attorneys' fees and costs. Said lien and privilege will continue if the client wrongfully discharges attorneys'. No settlement of the client's claims herein will be made or will be valid unless signed by attorneys. If, due to a particular statute or court, attorneys' fee is set or limited conflicting with these provisions, this agreement will be modified to reduce the fee if required by law, but the fee will not be increased above the portion specified herein. Attorneys may withdraw upon reasonable notice at any time without cause by waiving compensation. Attorneys may withdraw if the client fails to cooperate or otherwise violates the provisions of this agreement, and attorneys will receive full compensation for services rendered if the client furnishes attorneys' false information.

Attorneys will have power to obtain additional or substitute counsel, and to receive, receipt for, and disburse funds, retaining their fees therefrom. Attorneys are hereby granted the special power of attorney to demand and to receive payment and to disburse the proceeds in accordance with this agreement. I bind my legal representatives, heirs, and successors to the terms herein.

Dated _____, at _____, MS.

Municipality of _____

The Colom Law Firm, LLC

By: _____
Authorized Agent

By: _____

Client's Full Name (printed) _____

Address (Physical and P. O. Box, if applicable) _____

City, State, Zip Code _____

Telephone Numbers (Home and Business) _____



City of Hattiesburg, MS

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

Master

File Number: 2013-0193

File ID: 2013-0193

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 03/26/2013

Brief Title: Agreement with Election Systems & Software for rental of election equipment and related services for the upcoming municipal election(s)

Final Action: 04/02/2013

Minute Book Number: MB2013-103-104

Title:

Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming municipal election(s), as provided for in MS Code Section 31-7-13 (m) (viii), based on information in the attached memorandum; authorize Mayor to execute, in duplicate, rental agreement with Election Systems and Software, Inc.

Notes:

Sponsors:

Enactment Date:

Attachments: Memo for sole source - 2013 elections, E S & S Agreement - 2013, executed E S & S Agreement - 2013

Enactment Number:

Contact:

Meeting Date: 04/02/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	04/01/2013					
1	City Council	04/02/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming municipal election(s), as provided for in MS Code Section 31-7-13 (m) (viii), based on information in the attached memorandum; authorize Mayor to execute, in duplicate, rental agreement with Election Systems and Software, Inc.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor

Nays: 0

Yea: 5 President Bradley
 Council Member Delgado
 Council Member Carroll
 Vice President Ware
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0193

Title

Declare and approve a sole source purchase covering rental of election equipment and related services for the upcoming municipal election(s), as provided for in MS Code Section 31-7-13 (m) (viii), based on information in the attached memorandum; authorize Mayor to execute, in duplicate, rental agreement with Election Systems and Software, Inc.

Summary

Agreement with Election Systems & Software for rental of election equipment and related services for the upcoming municipal election(s)

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

TO: Mayor and City Council members

FROM: Eddie R. Myers, Director of Administration/City Clerk

DATE: April 2, 2013

RE: Sole Source request for rental of election equipment

To facilitate a timely and accurate processing of ballots cast in the upcoming municipal election for Mayor and City Council, I wish to request approval of a Sole Source Declaration covering rental of equipment and related services. Provisions covering this purchase are provided for in Section 31-7-13 (m) (viii) of the Mississippi Code of 1972.

The City has decided to use the TSX touch screen voting devices supplied to counties in Mississippi by Election Systems & Software (ES&S). The paper ballot used in conjunction with the touch screen machines for absentee and affidavit voting is an optical scan ballot supplied by ES&S and previously purchased from Southern Systems and Service in Hattiesburg. This paper ballot is the same ballot that has been used by the City for regular elections since 1997. Ballots are purchased under the provisions of Section 31-7-13 (m) (xvi) of the Mississippi Code of 1972. The optical scan ballot supplied by this company cannot be used on any other system except an ES&S model scanner.

Enclosed is a rental agreement with ES&S for the rental of a TSX touch screen machines and related equipment and services. The price includes a technician on site at City Hall for testing and operation of the equipment, and for any additional technical support needed during the elections.

Please let me know if further information is needed.



March 22, 2013

Re: Municipal Election Support

Quote # - ESS-156

Eddie Myers (City Clerk)

City of Hattiesburg

PO Box 1898, 39403

200 Forest Street

Hattiesburg, MS 39401

Phone: 601-545-4602

Cell: 601-596-5029

Fax: 601-584-4892

e-mail: emyers@hattiesburgms.com

Dear Mr. Myers

ES&S is pleased to offer to you the following pricing for your 2013 Municipal Election Support.

May 7th, 2013 Municipal Election Support

6 Days of Technician Support @ \$750/per day with a 3-day minimum - \$4,500

Delivery and Rental of TSX Equipment - \$2,200

Database Coding Support - \$1,500

Total - \$8,200

Ballot Pricing - \$0.30/each

May 21st, 2013 Municipal Election Runoff Support

5 Days of Technician Support @ \$750/per day with a 3-day minimum - \$3,750

Database Coding Support - \$1,000

TSX Rental - Included

Total - \$4,750

Ballot Pricing - \$0.30/each

June 4th, 2013 Municipal Election Support

6 Days of Technician Support @ \$750/per day with a 3-day minimum - \$4,500

Delivery and Rental of TSX Equipment - \$2,200

Database Coding Support - \$1,500

Total - \$8,200

Ballot Pricing - \$0.30/each

Considerations that impact pricing:

1. Pricing is valid for 90 days.
2. A rental agreement will need to be signed prior to delivery of equipment.
3. Additional tech day's can be added at the rate of \$750/per day.
4. Pricing assumes roughly 75 TSX machines – owned by the county.
5. Price includes all travel and expenses.
6. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.

"Maintaining Voter Confidence. Enhancing the Voting Experience."



Thank you again for the opportunity to quote your Municipal Election Support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Lowe', is written in a cursive style.

Bill Lowe
Election Systems & Software
Account Manager - State of Mississippi
5738 Hwy 80 West Suite C
Jackson, MS 39209
Phone – 601-922-2476
Cell – 601-497-4769
Fax – 601-922-8475

Election Official Approval



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

TO: Mayor and City Council members

FROM: Eddie R. Myers, Director of Administration/City Clerk *JM*

DATE: April 2, 2013

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"Maintaining Voter Confidence. Enhancing the Voting Experience."

11208 John Galt Boulevard • Omaha, NE 68137 USA • Phone: 402.593.0101 • Toll-Free: 1.800.247.8683 • Fax: 402.593.8107 • www.essvote.com



Thank you again for the opportunity to quote your Municipal Election Support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Bill Lowe'.

Bill Lowe
Election Systems & Software
Account Manager - State of Mississippi
5738 Hwy 80 West Suite C
Jackson, MS 39209
Phone - 601-922-2476
Cell - 601-497-4769
Fax - 601-922-8475

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City of Hattiesburg

ELECTION Systems & Software

March 22, 2013

Re: Municipal Election Support

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Eddie Myers (City Clerk)

City of Hattiesburg

PO Box 1898, 39403

200 Forest Street

Hattiesburg, MS 39401

Phone: 601-545-4602

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Bill Lowe
Election Systems & Software
Account Manager - State of Mississippi
5738 Hwy 80 West Suite C
Jackson, MS 39209
Phone - 601-922-2476
Cell - 601-497-4769
Fax - 601-922-8475

A handwritten signature in cursive script, appearing to read 'John Galt', written over a horizontal line.

City of Hattiesburg

City of Hattiesburg, MS

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



Meeting Agenda

Monday, April 1, 2013

4:00 PM

Council Chambers

City Council - Work Session

1. Voter Rolls - Council