



**CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT**

1020 Centre Pointe Boulevard • Pearl, Mississippi 39208 • (601) 981-1511 • Fax: (601) 981-1515

William Banks, President  
Sally Garland, Vice President  
Les Childress, Secretary-Treasurer  
Michael Monk, Chief Executive Officer

June 14, 2024

Ms. LaTashee McLaurin.  
GIS Administrator  
1633 W Peace St.  
Canton, Mississippi 39046

Dear Ms. LaTashee McLaurin.

Enclosed please find two copies of the County's copy of the contract for Technology Services that was recently requested. Thanks again for the opportunity to be of assistance to Madison County on technology related services. Please feel free to contact me should you have any questions.

Sincerely,

Johnathan Simon  
GIS & IT Manager

Enclosure

CONTRACT FOR TECHNOLOGY SERVICES

THIS AGREEMENT, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of Madison, Mississippi (herein called the "Local Government") and the Central Mississippi Planning and Development District (herein called the "CMPDD").

WITNESSETH THAT:

WHEREAS the Local Government desires to engage the CMPDD to render certain technological and professional services, hereafter described:

NOW, WHEREFORE, the parties hereto do mutually agree as follows:

**1. Employment of CMPDD**

The Local Government hereby agrees to engage the CMPDD and the CMPDD hereby agrees to provide the services hereinafter described.

**2. Scope of Services**

At the request of any authorized Local Government official, the CMPDD shall provide technical assistance to the Local Government including, but not limited to: GIS Map Viewers, Dashboards, Story Maps, Cell Phone Apps, GIS strategic planning and other assistance as requested. CMPDD will provide technical assistance to the GIS Department aimed at coordinating efforts with E-911, Tax Assessor, and IT personnel in the collection, updating, formatting, and merging of existing data in the Local Government. CMPDD will continue to make recommendations and assist with data sharing within departments. This scope does not include other professional planning services (i.e., comprehensive planning, zoning, hazard mitigation, redistricting, etc.).

**3. Period of Performance**

The CMPDD will undertake and complete performance of the services referred to in "Scope of Services", upon execution of this contract by both parties, and will continue until terminated as provided in paragraph six (6).

**4. Compensation**

Compensation to the CMPDD for the tasks outlined in the "Scope of Services" shall be on cost reimbursement basis and shall be comprised of the actual cost of personnel, travel, printing, overhead, et. al. costs as related to the performance of this contract not to **exceed \$20,000** per year, except that all such reimbursements shall be subject to the review and approval of the Local Government and the Local Government shall have the right to refuse to make cost reimbursements which it determines, in its sole discretion, are not reasonable.

Additional technical assistance over the contracted amount will be invoiced at the current rate of \$65 - \$80 per hour depending on the level of staff expertise required.

**5. Method of Payment**

The CMPDD shall invoice the Local Government annually, and the Local Government agrees to pay the amount shown on each invoice within 30 days of receipt of invoice from the CMPDD.

**6. Termination for Cause and Convenience**

At any time for convenience, or if, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, this Contract may be terminated by giving thirty (30) days written notice to the other party of such termination. If this Contract is terminated by the CMPDD as provided herein, the Local Government will be reimbursed equal to its contribution, less any costs actually incurred by the CMPDD that are directly attributable to the services covered by this Contract. If this Contract is terminated by the Local Government as provided herein, the CMPDD will be reimbursed equal to its contribution, less any costs actually incurred by the Local Government that are directly attributable to the services covered by this Contract.

**7. Changes**

This contract may be altered from time to time with the approval of both the parties. Such changes, including any increase or decrease in the amount of the Local Government's contribution, shall be incorporated in written amendments to this Contract.

**8. Interest of Members of Local Government**

No officer, member, or employee of the Local Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which

he/she is directly or indirectly interested.

**9. Personal Assistance and Professional Services Furnished by the Recipient to the CMPDD**

The CMPDD, through its authorized representatives, shall have access to all files and records relating to this Contract. The CMPDD shall also furnish normal assistance required for the expeditious completion of the work to be done by the Local Government under the terms of this contract to consist of, in part, occasional workspace and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

**10. Local Government Cooperation**

The Local Government hereby agrees that its officials and employees will cooperate with the CMPDD in the discharge of its responsibility under this Contract and will be available for consultation at such times as may be mutually agreeable to both parties. The Local Government shall make available to the CMPDD or its designated agents, all data, records, reports, maps, or other information as are existing, available, and necessary for carrying out this Contract.

**11. Products of this Contract**

It is understood and acknowledged by the Local Government that the CMPDD shall retain ownership of all work products it develops as necessary to produce the items that the CMPDD is required to produce under this agreement. Such work products shall include but shall not necessarily be limited to; digital data, research materials, working papers, and other internal documents. The Local Government shall have full rights and title to all products delivered to the Local Government by the CMPDD under this agreement.

IN WITNESS WHEREOF, the CMPDD and the Local Government have executed this Agreement as of this date first above written.

ATTEST:

CENTRAL MISSISSIPPI PLANNING  
AND DEVELOPMENT DISTRICT

"CMPDD"

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Cathy Duke  
Director of Finance

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Michael Monk  
Chief Executive Officer

ATTEST:

Madison County, MISSISSIPPI

"LOCAL GOVERNMENT"

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Gerald Steen  
President

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Ronny Lott.  
Chancery Clerk

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned in and for said County and State, the within named Gerald Steen and Ronny Lott, who acknowledged to me that they are the President of the Madison County Board of Supervisors and the Chancery Clerk Madison County, Mississippi, respectively and that as such they did sign, execute and deliver the foregoing instrument, having affixed the County seal thereto, for the purposes therein stated, in the name of, for and on behalf of said County, they being first duly authorized to do so.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned individual in and for said County and State, the within named Michael Monk and Cathy Duke, who acknowledged to me that they are the Chief Executive Officer and Director of Finance of the Central Mississippi Planning and Development District, Incorporated, respectively, and that as such they did sign, execute and deliver the above foregoing instrument, having affixed the corporate seal thereto, for the purposes therein stated, in the name of, for and on behalf of said corporation, they being first duly authorized so to do.

Given under my hand and official seal, this the \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Candace Darby  
Notary Public

My Commission Expires:

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