



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Friday, December 17, 2021

1:00 PM

*Gulfport City Hall
Council Chambers*

1:00 P.M.

Declaration of Special Call Meeting

Policy Issues

- 1 Discussion - MIMA matching funds for TRAM/Pedestrian Bridge Project.
- 2 Resolution - approving Service Agreement with Mississippi Power Company for Security Cameras at the Goldin Sports Complex/Prudie Circle Park, and for related purposes.

Setting of Next Meeting and Adjournment

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE SERVICE AGREEMENT WITH MISSISSIPPI POWER COMPANY FOR THE PURPOSE OF PROVIDING SECURITY CAMERAS AT THE GOLDIN SPORTS COMPLEX/PRUDIE CIRCLE PARK, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport intends to install Site View security cameras at the Goldin Sports Complex located on Prudie Circle pursuant to a proposal approved by the City's governing authority on or about November 16, 2021, in order to enhance the safety and security of the Sports Complex; and

WHEREAS, Mississippi Power will provide an integrated security camera system that will include a 24 hour call center, quick response from local experienced employees, high-quality equipment and all required maintenance at a monthly cost of \$725.00/month;

WHEREAS, Mississippi Power has provided a proposed "Service Agreement" pertaining to the aforementioned work, and it is in the best interest of the City to approve the said "Service Agreement" which is attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the Service Agreement attached hereto as Exhibit "A" be, and the same is hereby, approved, and the Mayor is, hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2021.

APPROVED:

MAYOR

Service Agreement – Surveillance Governmental



Customer Legal Name City of Gulfport Police Department DBA _____

Service Address 2220 15th St Gulfport, MS County _____

Mailing Address 2220 15th St Gulfport, MS

Email _____ Tel # _____ Alt Tel # _____

Tax ID # _____ Business Description _____

Existing Customer? Yes ☐ No ☐ If Yes, which Account Number: _____

Selected Components	
Qty	Description
2	Axis P5655-E HD PTZ cameras
3	Axis P3245-LVE Fixed dome camera
5	IoT Base exterior pole mounted enclosures w/ p2p radios (3) to power and connect cameras/sensors via city provided FirstNet cellular
5	Stratocast Edge Subscriptions (2 with Gun Shot Analytics)
5	30 Day SD Card Edge storage

Monthly Cost (\$) *
725.00

Term (Months)	60
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* Excludes applicable sales taxes

Project Notes: 5 cameras installed @ Prudie Cir Park to cover N entrance, S entrance, Basketball courts Parking lot, & E parking lot (2 cams). One E parking lot cam & basketball court parking lot will have Gun Shot Detection (GSD) with Pan, Tilt, & Zoom (PTZ) capabilities. Cameras to be connected to 2 cellular units built Into cam #3 & #4. City to provide 2 FirstNet SIM cards.
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Customer agrees to this Surveillance Services Agreement with Mississippi Power Company under the attached terms and conditions and authorizes all actions noted on this agreement. Customer also agrees to allow removal and modification of existing MPC assets, and/or Customer Owned assets as needed to provide the Service.

Customer represents that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Mississippi Power Authorization
Signature:	Signature:
Print Name:	Print Name: Giff Ormes
Print Title:	Print Title: Marketing and Sales Director
Date:	Date:

TERMS and CONDITIONS (*Surveillance - Governmental*)

1. **Surveillance Services Agreement.** This Services Agreement (the “**Agreement**”) establishes the terms and conditions under which Mississippi Power Company (“**MPC**”) will provide surveillance service (collectively “**Service**”) to the Customer identified on Page 1 of this Agreement (“**Customer**”). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the “**Premises**”). MPC may update, modify or replace any components as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service. The Service may allow Customer to retrieve, process, and/or access information including audio and video recording, photographs, or other content (“**Content**”). The Service does not include any Content monitoring services by MPC.
2. **Content.** See Page 1 to identify which option has been chosen for Content access.
 - a. **Cloud Storage:** The Service does not include any device necessary for receipt of the digital feed. Customer acknowledges that its use of the Service requires Customer to have access to the Internet to use an internet-connected device capable of receiving the digital feed of Content provided by MPC. Customer agrees to keep access to the Content stored in such a way that it is protected by password. Customer is solely responsible for the security of the password Customer uses to access its Content and the activities of all persons whom access the Content.
 - b. **Local Storage:** The Service includes a Local Storage device to be used by the Customer for receipt of the digital feed.
3. **Intent and Title.** This Agreement concerns the provision of Service to Customer by MPC and is not a sale, lease, or licensing of goods, equipment, or property of MPC of any kind. MPC retains the sole and exclusive right, title, and interest in and to all of its goods, equipment, and property utilized in connection with the Service, including, without limitation, all poles, bases, wiring, conduit, fixtures, cameras, controls, and related items (collectively, the “**MPC Assets**”). Moreover, MPC may remove the MPC Assets upon termination of this Agreement. **MPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own advisors.**
4. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is P.O. Box 4079, Gulfport, MS 39502-4079; Customer's mailing address is noted on Page 1. MPC may suspend or terminate the Service without advance notice if MPC has reasonable cause to believe the Service is being used for unlawful or unethical purpose. Once Customer receives notice from MPC that the Service has been suspended or terminated for any reason, MPC can be in no way liable for any real or personal property damage or loss or negative impact to Customer that occurs at the Premises.
5. **Legal Compliance.** Customer expressly agrees that Customer is subject to and will comply with all applicable laws and regulations related to Customer's use of the Service and Content, including, without limitation, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar laws, and that Customer's use of the Service and Content is at Customer's own risk. Customer is solely responsible for any and all pictures, sounds, audio, video, or other data that Customer, or anyone Customer should reasonably expect to use the Content and Service, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using the Equipment or Services.

To the extent required by applicable laws, rules, or regulations (whether public or private), Customer agrees to inform any third party that enters the Premises (except individuals who trespass) that the Premises may be monitored and recorded. Customer is solely responsible, and MPC has no liability whatsoever, for all decisions and actions regarding such notice, including the content, mode or means, and placement of the notice, whether through conspicuous visual placement, audible announcement, or otherwise.

Customer is the owner of Customer's Content and is solely responsible for Customer's conduct and the content of the Content and any consequences of accessing, retrieving, or making available such Content. In connection with Content, Customer affirms, represents, and warrants that (1) Customer owns or has the necessary licenses, rights, consents, and permissions to enable use of the Content in the manner contemplated by the Service and this Agreement; and (2) Customer's use or making available of the Content does not and will not (A) infringe, violate, or misappropriate any third-party right, including any legal, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, (B) slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other person, or (C) violate any applicable law or regulation.

Customer acknowledges and agrees that video content may be received and stored on computer servers maintained by MPC or third parties. Customer consents and agrees, and grant a perpetual license, that MPC may store, or cause to be stored, video content from Customer's premises for such time as is determined at MPC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties. Customer expressly agrees that MPC may disclose such video content to third parties with or without notice to Customer: (a) in connection with any law enforcement investigation or proceeding; and/or (b) pursuant to a court order or subpoena. Customer further acknowledges that MPC may be required by applicable law to disclose communications and records related to Customer's use of the Services and the Equipment to government agencies, law enforcement, or third parties pursuant to court orders or other legal process. Customer consents to all such disclosures.

MPC is not responsible for maintaining the confidentiality, integrity or security (both physical and electronic) of Content, nor is MPC responsible for protecting Content against unauthorized access, disclosure or use.
6. **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If a balance is outstanding past the due date, Customer acknowledges that MPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue the Service. If applicable, Customer must provide a copy of its Mississippi sales tax exemption certificate. Customer acknowledges they will be required to pay any and all costs associated with Customer initiated contract changes to the signed contract during the initial contract term. Customer will be required to pay any and all costs associated with Customer initiated changes after the date the Agreement has been signed.
7. **Premises Activity.** Customer grants MPC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the MPC Assets and other tools or equipment in order to install and connect the MPC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove MPC Assets; (iv) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (iv) collectively, the “**MPC Activity**”). Customer represents that it has the right to permit MPC to provide the Service and perform the MPC Activity upon the Premises and, where applicable, has obtained the express authority and any required permissions from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activity and Service.
8. **Installation.** Customer recognizes MPC may be required to install the MPC Assets in order to provide this service. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
 - a. **Customer Provided Equipment.** MPC may, at its discretion, use Customer Provided Equipment (“**CPE**”) at the Premises including wiring, etc. to provide the Service. MPC is not responsible for the repair or replacement of any CPE. MPC is not responsible for repairing CPE or for any damage CPE may cause to the Service or Equipment. Customer shall bear the exclusive risk of any consequential damages resulting from any impaired functionality of the Service caused by CPE.
 - b. **Reserved.**
 - c. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the MPC Activity (“**Unforeseen Condition**”). If MPC encounters an Unforeseen Condition, MPC, in its sole discretion, may stop all MPC Activity until Customer either remedies the condition or agrees to reimburse all MPC costs arising from the condition. Customer is responsible for all costs of modification or change to the MPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside MPC's control.
9. **Service Functionality.** The MPC Assets access and use certain hardware, application services, components, and embedded software in connection with the Service. The MPC Assets may contain software or firmware, and any such software and firmware shall remain the sole property of the software owner. MPC grants Customer a license solely to access and use the application services and software of MPC, its vendors, or the applicable software owner as specified in, and permitted by, this Agreement in connection with the Service during the Term of this Agreement and any renewals hereof (collectively, the “**Solution**”). Customer shall not (i) decompile or reverse engineer the Solution or take any other action to discover the source code or underlying ideas or algorithm of any components thereof; (ii) copy any products or software of the Solution, (iii) post, publish, or create derivative works based on the Solution, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Solution.
10. **MPC Asset Protection and Damage.** During the term of this Agreement, in the event of any work or digging near the MPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Mississippi 811, Inc. (“**811**”) as required by Miss. Code § 77-13-1, et seq. (“**Dig Law**”); (ii) coordinate with the 811 and all utility facility owners or operators as required by the Dig Law; and (iii) comply with the requirements of Miss. Code § 45-15-1, et seq.. As between Customer and MPC,

Customer is responsible for all damages arising from failure to comply with applicable law or for damage to the MPC Assets caused by anyone other than MPC (or a MPC contractor or representative).

11. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying MPC if there is a Service interruption. Customer can provide such notice by either calling 1-877-656-1836 during normal business hours to report the issue or by emailing MPCSiteView@southernco.com.
12. **Access to MPC Assets.** Nothing in this Agreement shall convey to Customer the right to attach or affix anything to the MPC Assets. Customer agrees that Customer will not, and Customer will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper or otherwise interfere with any of the MPC Assets. If Customer desires to attach or affix anything to the MPC Assets, Customer must first call MPC Lighting Services at 1-877-656-1836 and obtain MPC's written consent.
13. **Internet/Broadband Connectivity.** As part of the Service, MPC will provide an Internet broadband connection to the camera unless otherwise noted. The Internet connection is not available for any use other than to connect the camera. Customer must have an Internet broadband connection to access the Service. The Service uses Internet bandwidth, the amount of which may vary based upon Customer's use of the Services. MPC is not responsible for any degradation of performance or function of other Internet-connected devices due to Internet bandwidth used by Customer's access of the Services. **Customer acknowledges the Service may not function when the internet connection is not operating or is otherwise unavailable for any reason, including network outages, cable cuts, network maintenance, network congestion, equipment failures, force majeure events, etc.** Transmission of wireless signals can be further affected by radio signal strength and availability at Customer's premises. **Customer is responsible for immediately notifying MPC of any system failure or malfunction, including a broadband or signal transmission failure.** Video and other internet-dependent components of the Services and transmission of surveillance content to a remote storage site will not function without a functioning Internet connection. Customer must have a separate Internet broadband connection to access the Content.
14. **Disclaimer; Limitation of Liability; Damages.** MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability and noninfringement) regarding the Services or any MPC Activity. To the extent permitted by applicable law, Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Services or this Agreement, or arising from damage, hindrance, or delay involving the Services or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent MPC is liable under this Agreement, the liability of MPC is hereby limited to (i) with respect to Service purchased by Customer to the annual amount paid by Customer for Service, or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100. Customer understands the Services are not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that no Equipment or Service is error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outages, or the tampering or destruction of the Equipment. MPC is not required to supply the Service to Customer while any such interruption continues. MPC does not guarantee the security of its systems or Equipment and is not responsible if any software code enters Equipment that disrupts, disables or self-limits the software or Equipment. MPC disclaims any liability with respect to the unauthorized use of Content to the extent permitted by law. **Customer is solely responsible for safety of the Premises and agrees that MPC has no obligation to ensure the safety of the Premises.**
15. **Risk Allocation Liability.** Each Party will be responsible for its own acts and the results of its acts.
16. **Agreement Not Insurance Policy.** It is understood and agreed by and between the Parties that:
 - a. MPC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy.
 - b. Insurance, if any, will be obtained by the Customer and/or its customers or tenants.
 - c. Charges by MPC under this Agreement are based solely upon the limited value of the limited Service and are unrelated to the value of the Premises or the property located on the Premises.
 - d. The amounts payable by the Customer are not sufficient to warrant MPC assuming any risk of consequential, collateral, incidental, or other damages to the Customer and/or its customers or tenants due to the Service, or any deficiency, defect, or inadequacy of the Service or due to MPC or its contractors' negligence or failure to perform.
 - e. Customer does not intend this Agreement to impose liability on MPC except within the limitations of this Agreement.
 - f. Customer agrees that MPC shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences from occurrences which the Service may be designed to detect.
17. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing or terminates this Agreement without proper notice and prior to the end of the then current term. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may elect to immediately terminate this Agreement and remove any or all MPC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law, including, without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Service during the remaining term of the Agreement.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi applicable to contracts executed and performed in such State, without giving effect to conflicts of laws principles. The parties further agree, stipulate, consent that any dispute arising out of this Agreement will be decided by the state or federal courts located in Harrison County, Mississippi, and for purposes of this Agreement the Parties hereby submit to the exercise of personal jurisdiction by any state or federal court located in Mississippi.
19. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and MPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, MPC may modify the terms of this Agreement by providing 30 days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without MPC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." Mississippi law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.