

PROFESSIONAL SERVICES AGREEMENT
BETWEEN JACKSON MUNICIPAL AIRPORT AUTHORITY
AND _____
AGREEMENT NUMBER: _____

This Professional Services Agreement ("Agreement") is made and entered into by and between Jackson Municipal Airport Authority ("JMAA"), a municipal airport authority organized and existing under the laws of the State of Mississippi, and _____ ("Contractor"), a _____ corporation licensed to do business in Mississippi.

RECITALS:

- A. JMAA operates the Jackson-Medgar Wiley Evers International Airport, a commercial service airport located in the City of Jackson, Rankin County, Mississippi ("JAN"), and Hawkins Field Airport, a reliever and general aviation airport located in the City of Jackson, Hinds County, Mississippi ("HKS" and, together with JAN, the "Airports").
- B. JMAA has the need for someone to provide state governmental relations, legislative and executive branch lobbying, and associated management services, the "Services", as more particularly described in the attached scope.
- C. JMAA desires to engage Contractor to perform the Services, and Contractor desires to perform the Services for JMAA, on the terms and conditions set forth in this Agreement.

AGREEMENT:

In recognition of and in reliance on the foregoing recitals, and in consideration of the mutual promises and covenants set forth in this Agreement, and in exchange for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged. JMAA and Contractor agree as follows:

1. Compensation and Payments

- 1.1. Fees and Expenses. JMAA shall pay Contractor a fee not to exceed \$ _____ for the term of the Agreement.
- 1.2. Invoices. Contractor's invoices for the Services shall be in such form as JMAA may reasonably request and shall include, together with any other appropriate information, the following:
 - 1.2.1. JMAA's Contract Number; the amount requested under the invoice, specifying in detail the fees and Reimbursable Expenses requested by Contractor. All invoices should be emailed to accountspayable@jmaa.com before the 10th of each month to be included on the claims docket for approval of payment for that month.

- 1.2.2. A brief summary of the Services to which the fees and Reimbursable Expenses relate.
 - 1.2.3. Supporting invoices and actual receipts for all Reimbursable Expenses.
 - 1.2.4. Invoices must be supported by a complete, executed JMAA Project/Contract Reporting Form, attached as Attachment 1 to this Agreement.
 - 1.3. Payment Not Acceptance of Defective Work. No payment to the Contractor, including final payment, shall be construed as acceptance by JMAA of defective or incomplete Services, or as a waiver of any claims arising out of defective or incomplete Services, and Contractor shall remain responsible and liable for performance of the Services in strict compliance with this Agreement.
 - 1.4. Acceptance of Payment Constitutes Waiver. Acceptance by Contractor of any payment from or on behalf of JMAA shall constitute a waiver and release of any claim that Contractor may have against JMAA arising out of or relating to Services covered by the payment. Acceptance of final payment by Contractor for the Services shall constitute a waiver and general release to JMAA of all claims that Contractor may have against JMAA arising out of or relating to the Services.
 - 1.5. Withholding of Payment. JMAA reserves the right to withhold payment of any amount to Contractor for Services which JMAA determines to be deficient or to protect JMAA from any potential loss or damage from Contractor's failure to comply with the terms of this Agreement.
 - 1.6. Late Payment. Any payment not made by JMAA within forty-five (45) days of receipt of a proper invoice from Contractor for fees and expenses due and owing shall bear interest at the rate and in the manner prescribed in MISS. CODE ANN. § 31-7-305. Provided, no payment properly withheld by JMAA under Paragraph 1.5 shall bear interest.
2. Effective Date and Term. This Agreement shall be effective by and between the parties from and after the last date of execution of this Agreement by Contractor and JMAA ("Effective Date"). The term of the Agreement shall be for a period of time commencing on the Effective Date and ending no more than one year later.
3. Representations and Warranties.
 - 3.1. Representations and Warranties of Contractor. Contractor represents and warrants to JMAA as follows:
 - 3.1.1. Contractor is a _____ corporation and has the authority to enter into this Agreement and to perform each of its obligations hereunder including, without limitation, the Services.

- 3.1.2. Contractor is knowledgeable of all federal and state laws, codes, rules, regulations and orders applicable to the Services to be provided hereunder, and all Services performed or work produced by Contractor shall comply with all such laws, codes, rules, regulations and orders.
- 3.1.3. Contractor is experienced and fully qualified to perform the Services set forth or otherwise contemplated by this Agreement, and, to the extent it is necessary, Contractor is properly licensed in accordance with all applicable laws, codes, rules and regulations to perform such Services.
- 3.1.4. Contractor shall timely obtain and pay for all licenses and permits necessary for operations at JAN, including but not limited to a City of Jackson Mississippi Business Privilege License and registration with the Mississippi Secretary of State.
- 3.1.5. Contractor represents that it has or will obtain prior to performance of the Services the full rights under applicable federal, state and local laws, including patent and copyright laws, to provide all the Services covered under this Agreement, including without limitation, the necessary rights to all products of the Services.
- 3.1.6. Contractor agrees and affirms that JMAA shall have the sole right to and ownership of all products of the Services provided or produced by Contractor under this Agreement. Subject to the foregoing, all materials and information provided by or on behalf of JMAA to Contractor in connection with this Agreement shall be and remain the property of JMAA and shall be returned to JMAA at the completion of the Services, at the expense of the Contractor.

3.2. Representations and Warranties of JMAA.

- 3.2.1. JMAA is a municipal airport authority duly organized by the City of Jackson, Mississippi, and validly existing under the Mississippi Airport Authorities Law, MISS. CODE ANN. § 61-3-1 et seq.
- 3.2.2. JMAA has full power and authority to undertake its obligations under this Agreement.
- 3.2.3. JMAA shall timely provide or cause to be provided to Contractor all materials or information within its possession or control relating to the Services and required to be provided to Contractor under this Agreement or reasonably necessary for Contractor to complete the Services.
- 3.2.4. JMAA shall timely pay Contractor for all Services performed and provided in accordance with the terms of this Agreement for which Contractor has submitted an invoice to JMAA in accordance with Paragraph 1.2.

4. Assignment. Notwithstanding any other provision of this Agreement, Contractor shall not assign this Agreement, in whole or in part, to any other person or entity, without the prior written consent of JMAA.
5. Amendments. Contractor shall perform the Services in strict accordance with the requirements of this Agreement. Contractor shall not make changes in the Services without the written consent of JMAA, which consent shall be obtained prior to performing or utilizing such deviations. Any deviations not properly approved and authorized shall be considered defective.
6. Gratuities and Compensation from Contractor. Contractor shall not, under any circumstances, offer or agree to offer any gift or gratuity, regardless of value, to any Commissioner, employee or representative of JMAA.
7. Nondiscrimination.
 - 7.1. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
 - 7.1.1. This provision binds the Contractor and subtier Contractors from solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
 - 7.2. During the performance of the Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:
 - 7.2.1. Compliance with Regulations. The Contractor shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract
 - 7.2.2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - 7.2.3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontractor, including procurements of materials, or leases of equipment, each potential subcontractor supplier will be notified by Contractor of Contractor's obligations under this

Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

7.2.4. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JMAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to JMAA or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

7.2.5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, JMAA will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

7.2.5.1. Withholding payments to the Contractor under the Agreement until Contractor complies, and/or

7.2.5.2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

7.2.6. Incorporation of Provisions. The Contractor will include the provisions of subparagraphs one through six (7.2.1 through 7.2.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as JMAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that the Contractor becomes involved in, or is threatened with, litigation with a subcontractor, or supplier because of such direction, the Contractor may request JMAA to enter into such litigation to protect the interests of JMAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities. If applicable, during the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

7.3.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

7.3.2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- 7.3.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 7.3.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 7.3.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 7.3.6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7.3.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- 7.3.8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 7.3.9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 7.3.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 7.3.11. Executive Order 13166, Improving Access to Work for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

7.3.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

8. Fair Labor Standards Act. This Agreement and all subcontracts incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

8.1. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

9. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

10. Indemnification. Contractor shall indemnify, defend, hold harmless, protect and exonerate JMAA, its Board of Commissioners (individually and collectively), officers, agents and representatives-from any and all liabilities, damages, losses, suits, actions, demands, arbitrations, administrative proceedings, awards, judgments, expenses, actual attorneys' fees and costs arising from or out of the negligence or willful misconduct of Contractor.

11. Insurance. Contractor shall maintain, at its own expense, insurance in accordance with the following throughout the term of this Agreement:

11.1. Professional liability insurance in an amount of \$1,000,00.00 per claim;

11.2. Commercial General Liability Insurance in an amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, including coverage for blanket contractual liability, broad form property damage, personal and bodily injury, and products/completed operations; and

11.3. If any vehicles will be operated at or as part of the Services, Comprehensive automobile liability insurance, including hired and non-owned vehicles, with a combined single limit of not less than \$1,000,000.00, covering bodily injury and property damage.

- 11.4. Workers' Compensation Insurance in such amounts as may be required pursuant to the Mississippi Workers' Compensation Act and Employers Liability Insurance with limits of \$500,000.00 each disease, disease aggregate and each accident.
- 11.5. All insurance policies required pursuant to this section shall be issued by a solvent insurance company or companies admitted or licensed to write such insurance in Mississippi; shall name JMAA as an additional insured; and shall contain a waiver of subrogation in favor of JMAA.
- 11.6. Contractor shall be responsible for all deductibles and for any inadequacy or absence of coverage. Contractor shall bear all costs and losses attributable to such deductibles and to coverage limitations. Contractor shall have no claim or recourse against JMAA for any costs or loss attributable to such deductibles or to coverage limitations, exclusions or unavailability.
- 11.7. At JMAA's request, Contractor shall provide JMAA evidence of all insurance required under this Agreement.

12. Termination.

- 12.1. Termination by JMAA. Either party, by written thirty (30) days' notice to the other, may terminate this Agreement in whole or in part, for its convenience.
- 12.2. Termination by JMAA for breach. JMAA has the right to terminate Contractor immediately upon breach if Contractor fails to fulfill any of its contractual obligations hereunder. JMAA will provide Contractor written notice specifying the breach or default and will allow Contractor ten (10) calendar days cure the default or breach prior to termination.

13. Compensation Upon Termination. In the event JMAA terminates this Agreement or the Services to be provided under this Agreement, JMAA shall compensate Contractor for all Services provided and Reimbursable Expenses incurred prior to the date of termination, and all advance compensation paid to Contractor shall be deemed earned as of the date of termination. In the event of termination by Contractor, JMAA shall pay Contractor for all Services provided to the date of termination less the reasonable additional costs of completing the services incurred by JMAA, which JMAA would not have incurred but for the termination by Contractor.

14. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and may be personally served, delivered via facsimile or sent by overnight courier or United States mail and shall be deemed to have been given when delivered in person or received by facsimile or one (1) business day after delivery to the office of such overnight courier service or three (3) business days after depositing the notice in the United States mail with postage prepaid and properly addressed to the other party as follows:

To JMAA: Jackson Municipal Airport Authority
100 International Drive, Suite 300
PO Box 98109
Jackson, Mississippi 39298-8109
Telephone: (601) 939-5631

Attention: John Means
(Acting) Chief Executive Officer

To Contractor:

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

15. General Provisions.

- 15.1. Independent Contractor. Contractor shall at all times be regarded as an independent contractor and shall at no time act as the employee or agent of JMAA. Nothing contained in this Agreement shall be deemed or construed by JMAA, Contractor or any third party as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between JMAA and Contractor.
- 15.2. Licenses and Permits. Contractor shall timely obtain and pay for all licenses and permits necessary for operations at JAN, including but not limited to a City of Jackson Mississippi Business Privilege License and registration with the Mississippi Secretary of State.
- 15.3. Headings. The headings contained in this Agreement are provided for convenience of reference only and shall not be construed as defining, limiting, extending or describing the scope of this Agreement, any section hereof or the intent of any provision hereof.
- 15.4. Waiver. No delay or omission by either party in exercising any right, power or remedy under this Agreement or otherwise afforded by contract, at law, in equity or by statute, shall constitute an acquiescence thereof or impair any other right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, or operate as a waiver of such right, power or remedy. No waiver by JMAA or

Contractor of any default by Contractor or JMAA, as applicable, under this agreement shall operate as a waiver of any other default or the same default on a future occasion.

- 15.5. Entire Agreement. This Agreement contains the entire agreement between JMAA and Contractor relating to the subject matter hereof and supersedes all oral statements and prior writings with respect to the subject matter hereof and may be altered, amended or modified only by a written document executed by JMAA and Contractor
- 15.6. Force Majure. Neither JMAA nor Contractor shall be deemed in violation of this Agreement if prevented from performing any of their respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or any other similar circumstances of force majeure for which JMAA or Contractor is not responsible and which are not within JMAA's or Contractor's control.
- 15.7. Governing Law Jurisdiction. This Agreement and the rights and obligations of JMAA and Contractor hereunder shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to the principles of conflict of law.
- 15.8. Attorneys' Fees. If any action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover, as part of its costs, its actual and reasonable attorneys' fees.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, JMAA and Contractor have executed this Agreement on the dates indicated below.

JACKSON MUNICIPAL AIRPORT AUTHORITY

Date _____

John Means
(Acting) Chief Executive Officer

CONTRACTOR

Date _____

ATTACHMENT 1

Jackson Municipal Airport Authority							
Project/Contract Reporting Form				* This Information Is Subject to Audit			
Prime Contractor:		Project/Contract Description:					
Current Contract Amount:		Contract/Project No.		Total DBE Goal: _____		Notice to Proceed Date: _____	
Invoice Period:		Amount Billed to Invoice #		Amount of Invoice		Date	
Subcontractor(s)	Subcontractor's Current Contract Amount	Services Performed	Is Sub A State of Mississippi Approved DBE?	Billing Amount this Invoice	Amount Billed to Date	Subcontractor's Percentage of Work Billed for this Period	Subcontractor's Percentage of Work Billed to Date
VERIFICATION I have reviewed the above information and it is correct or has been marked to indicate appropriate corrections.							
Certified by: Print Name and Sign Name _____				Title _____			