

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
April 4, 2023 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. City offices will be closed Friday, April 7th in honor of Good Friday.
2. Community Campout will be April 15th, starting at 3pm at Shepard State Park.
3. City of Gautier's Earth Day Celebration will be Friday, April 21st from 9am until 4:30pm at Shepard State Park. Stop by the Welcome Center for Earth Day giveaways.
4. Tasty Thursday will be April 27th, starting at 11am at the former Singing River Mall Property.

IV. Presentation Agenda

1. A Proclamation recognizing Child Abuse Prevention and Awareness Month.
2. Presentation by Chris Stafford presenting recruitment video awards to the City of Gautier's Police and Fire Department.

V. Business Agenda

1. Resolution to participate in the National Opioid Settlement Agreement with Teva, Allergran, CVS, Walgreens, and Walmart

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorization to enter into a Memorandum of Agreement with the Mississippi Department of Archives and History for a Mississippi Landmark Grant for the Gautier Historic School Rehabilitation Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consider a request for a five-foot (5') variance to side-yard setback requirements and a two-foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District, located at 813 Roys Road, Gautier, MS (GPC #23-05-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Approval of the Docket of Claims

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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VI. Consent Agenda (All items approved in one motion)

1. Approval of Minutes from Recessed Council Meeting held March 21, 2023
2. Receive February 2023 Finance Report
3. Approval of water and sewer adjustments for April 2023 in the amount of \$13,625.61
4. Authorization to remove broken chairs from the City of Gautier's inventory
5. Authorization to advertise for Request for Proposal for Disaster Debris Monitoring Services
6. Authorization to advertise for Request for Proposal for Disaster Response Services and Supply Firms
7. Authorization to advertise for Request for Proposal for Disaster Debris Removal Services
8. NUNC PRO TUNC Order correcting the Resolution expressing intent to grant tax exemption to Magnolia Landing Investments, LLC

VII. STUDY AGENDA

1. Discuss Citizen Comments
2. Discuss Council Comments
3. Discuss City Manager Comments
4. Discuss City Clerk Comments
5. Discuss City Attorney Comments

Recess until April 18, 2023 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
April 4, 2023**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. City Offices will be closed Friday, April 7th in honor of Good Friday.
2. Community Campout will be April 15th, starting at 3pm at Shepard State Park.
3. City of Gautier's Earth Day Celebration will be Friday, April 21st from 9am until 4:30pm at Shepard State Park. Stop by the Welcome Center for Earth Day giveaways.
4. Tasty Thursday will be April 27th, starting at 11am at the former Singing River Mall Property.

NOTES:



JACKSON COUNTY AND THE CITY OF GAUTIER PRESENT



FREE COMMUNITY
EVENT FOR ALL
AGES
BRING OWN
CAMPING GEAR,
FOOD/DRINKS, &
PERSONAL ITEMS

OUTDOOR GAMES
BONFIRE/S'MORES
MOVIE/POPCORN
MORNING HIKE

COMMUNITY CAMPOUT

Shepard State Park - Gautier

Saturday,

APRIL

15TH, 2023

Register online with QR CODE or at
<https://secure.rec1.com/MS/jackson-county-ms/catalog?filter=c2VhcmNoPTIzNzczNTA=>

1034 Graveline Rd, Gautier

Check-In will be at the Pavilion

2nd road on left, follow signs

Sign-in & Tent set-up starts at 3 pm 4/15/23

Games 4 pm - Bonfire/S'Mores 6 pm

Movie 7:30 pm - Lights Out 10 pm

4/16/23 Morning Hike 7 am - Pack up 10 am

Questions:

Gautier Parks & Recreation:

228-497-2244 or tgonzalez@gautier-ms.gov



Thank you to our sponsors:



City of Gautier



EARTH DAY CELEBRATION!



*Art Work
Created By
Adalynn Hudgens
Martin Bluff Elementary*



Friday, April 21, 2023

Shepard State Park

9:00 am - 4:30 pm

Celebrate Earth Day in Nature's Playground. Come enjoy all the amenities that Shepard Park has to offer. Free park entry. Stop by the Welcome Center for Earth Day giveaways. *(while supplies last)*

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
April 4, 2023**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. A Proclamation recognizing Child Abuse Prevention and Awareness Month.
2. Presentation by Chris Stafford presenting recruitment video awards to the City of Gautier's Police and Fire Department.

NOTES:

**State of Mississippi
City of Gautier**

PROCLAMATION

A Proclamation recognizing Child Abuse Prevention and Awareness Month

WHEREAS, City of Gautier prides itself on giving back to the community, contributing to the quality of life among our citizens; and

WHEREAS, CASA of Southeast Mississippi, in association with the National Court Appointed Special Advocate (CASA) Association, speaks for the best interests of abused and neglected children who are involved in the juvenile courts; and

WHEREAS, more than 35,534 reports of maltreatment throughout the State of Mississippi are reported to suffer from some form of abuse or neglect each year; and

WHEREAS, of those, roughly 6,529 were substantiated investigations meaning at least one form of abuse or neglect was found; and

WHEREAS, in Jackson County, there were about 273 or more substantiated incidents of abuse, neglect and/or exploitation; and

WHEREAS, within our state, 81 children died according to the most recent federal numbers reported of abuse and neglect; and

WHEREAS, through a national effort, City of Gautier community members are encouraged to join together to raise awareness for those children that have fallen victim to abuse and neglect throughout the month of April; and

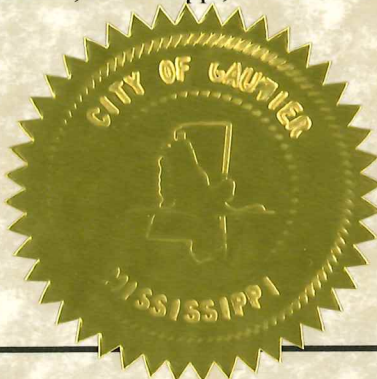
WHEREAS, this effort will give abused and neglected children in our community, and around the county, a chance for a safe and positive future.

NOW, THEREFORE, WE, the Mayor and City Council for the City of Gautier, Mississippi, by virtue of the authority vested in me, do hereby proclaim April 2023 as

CHILD ABUSE PREVENTION AND AWARENESS MONTH

In this city, and in doing so, urge all citizens to join in a national effort to raise awareness and help prevent child abuse and neglect.

IN WITNESS WHEREOF, I have hereunto set my hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 4th, day of April, 2023.



Mayor Casey Vaughan
City of Gautier, Mississippi

**CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet**

Council Meeting:
Title:

April 4, 2023
Resolution to participate in the National Opioid Settlement Agreement with Teva, Allergran, CVS, Walgreens, and Walmart

Introduced by:
Contact Person/Telephone

Josh Danos 497-8000

Summary Explanation: Resolution to participate in the National Opioid Settlement Agreement with Teva, Allergran, CVS, Walgreens, and Walmart

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Second Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

RESOLUTION NUMBER 000-2023

RESOLUTION TO PARTICIPATE IN NATIONAL OPIOID SETTLEMENT AGREEMENT WITH TEVA, ALLERGAN, CVS, WALGREENS AND WALMART

A Resolution authorizing **City of Gautier, Mississippi** (herein referred to as this “Governmental Unit”) to join with the State of Mississippi and other local governmental units as a participant in the *National Opioids Settlements* with Pharmaceutical Manufacturers: Teva and Allergan and Pharmacies: CVS, Walgreens, and Walmart.¹

WHEREAS, the City of Gautier has suffered harm from the opioid epidemic;

WHEREAS, the City of Gautier recognizes that the entire State of Mississippi has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Mississippi has a pending action in state court, and a number of Mississippi Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) and the City of Gautier is a litigating participant in that action;

WHEREAS, the State of Mississippi and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the City of Gautier entered into the Mississippi Memorandum of Understanding (the “MOU”) that sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and the MOU will apply to these *National Opioids Settlements*; and,

WHEREAS, participation in these *National Opioids Settlements* by a large majority of Mississippi cities and Counties will materially increase the amount of funds to Mississippi and should improve Mississippi’s relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the MOU will reduce funds available to the State, the City of Gautier, and every other Mississippi city and County;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the *National Opioids Settlements* would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the previously executed MOU.

SECTION 3. That outside counsel, **Sheila M. Bossier**, is hereby authorized to execute the Subdivision Settlement Participation Form(s) in the *National Opioids Settlement Agreements* with Teva, Allergan, CVS, Walgreens, and Walmart.².

SECTION 4. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 5. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Mississippi Attorney General

Attorney General Lynn Fitch
Post Office Box 220
Jackson, MS 39205

SECTION 6. This Resolution shall take effect immediately upon its adoption.

Adopted this day of _____, 2023.

(Mayor/Supervisor/etc.)

ATTEST: _____

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

From: [National Opioid Settlements Implementation Administrator](#)
To: [Sheila Bossier](#)
Subject: REMINDER: New National Opioid Settlements - Teva, Allergan, CVS, Walgreens, and Walmart - RefNum CL-387261
Date: Tuesday, March 21, 2023 6:31:29 PM

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

To: Gautier city, MS
Reference Number: CL-387261

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

Deadline: April 18, 2023

You are receiving this notice because your state has elected to participate in one or more of the five national opioid settlements with **Teva, Allergan, CVS, Walgreens, and Walmart**. Participation agreements for one or more of these settlements have been issued to your subdivision but not yet signed and returned.

As a reminder, the deadline to participate is **April 18, 2023**.

The participation forms were sent via DocuSign and contain the following information:

Sender: Opioids Implementation Administrator
Address of Sender: dse_na3@docusign.net
Subject of Email: Action Required: New National Opioid Settlements - Participation Forms - CL-387261

Please check your inbox, spam folder, and junk folder for the above email. You may contact opioidsparticipation@rubris.com to request your participation forms to be resent. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

How to return signed forms:

There are three methods for returning the executed Participation Forms and any supporting documentation to the Implementation Administrator:

1. *Electronic Signature via DocuSign*: Executing the Participation Forms

electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning Participation Forms, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

2. *Manual Signature returned via DocuSign:* DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed Participation Forms via DocuSign will associate your signed forms with your subdivision's records.
3. *Manual Signature returned via electronic mail:* If your subdivision is unable to return executed Participation Forms using DocuSign, signed Participation Forms may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the Participation Forms, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

If you have any questions about executing these forms, please contact your counsel, your state Attorney General Office, or the Implementation Administrator at opioidsparticipation@rubris.com.

Thank you,

National Opioid Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Gautier city, MS
Reference Number: CL-387261

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Mississippi is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/> and <https://www.ago.state.ms/opioidsettlement/>. These websites will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Kimberly Warren at the Mississippi Attorney General's Office at opioidsettlement@ago.ms.gov or kimberly.warren@ago.ms.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Gautier city	State: MS
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Gautier city	State: MS
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Gautier city	State: MS
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Gautier city	State: MS
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Gautier city	State: MS
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:
Title:

April 4, 2023
Authorization to enter into a Memorandum of Agreement with the Mississippi Department of Archives and History for a Mississippi Landmark Grant for the Gautier Historic School Rehabilitation Project

Introduced by:
Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Authorization to enter into a Memorandum of Agreement with the Mississippi Department of Archives and History for a Mississippi Landmark Grant for the Gautier Historic School Rehabilitation Project (MLG#2023-001)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
☐		☐		☐		☐		☐	

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
☐		☐		☐		☐		☐	

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2023

WHEREAS, the City of Gautier schoolhouse was designated as a Mississippi Landmark by MDAH on October 19, 2012 for both its historical and architectural significance; and

WHEREAS, the City received a MDAH Community Heritage Preservation grant of \$80,000 in December 2013, with a \$20,000 match, for Phase 1 to stabilize the building. A \$50,000 grant was also received from the Mississippi Department of Marine Resources for the first phase, which was completed in 2017. The building received a new foundation, roof, and floor; and

WHEREAS, this rehabilitation project of the Gautier Historic School, with the assistance from the Mississippi Landmark Grant Program established under House Bill 1082, Laws of Mississippi 1999, and administered through MDAH, will restore and weatherproof the exterior structure, repair and refinish existing exterior siding; remediate lead-based paint and repaint the exterior; repair and refinish the existing windows; replace missing windows; provide new entrance doors; and restore the front porch and make it accessible; and

WHEREAS, this MDAH grant will provide \$74,577 toward this phase of the project, with a local match of \$18,644. The project total is \$93,221; and

WHEREAS, the City Council hereby finds that approval of this Memorandum of Agreement is in the best interests of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a Memorandum of Agreement with the Mississippi Department of Archives and History for a Mississippi Landmark Grant for the Gautier Historic School Rehabilitation Project.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: March 27, 2023
Subject: Memorandum of Agreement with the Mississippi Department of Archives and History for a Mississippi Landmark Grant for the Gautier Historic School Rehabilitation Project (MLG#2023-001)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a memorandum of agreement with the Mississippi Department of Archives and History (MDAH) for a Mississippi Landmark Grant for the Gautier Historic School Rehabilitation Project (MLG#2023-001).

BACKGROUND:

The Gautier Historic Schoolhouse (also known as the West Pascagoula Colored School) is located at 902 De La Pointe Drive in Gautier, Mississippi. The schoolhouse was built c.1921 for the community's African- American children. While school records date back to 1882, the earlier school buildings were destroyed by fire or storms. The 1921 schoolhouse was built when the Jackson County Board of Supervisors appropriated \$200 toward the construction, and a fundraiser by the local community raised \$500. Volunteers provided the labor for construction. A local sawmill furnished heart pine wood from virgin timber in the area, and local skilled carpenters built the schoolhouse in the West Indies or Cajun style. The one-room was used as a school until 1946, and later the building was used as a community center, senior citizens center, and voting place.

The schoolhouse was designated as a Mississippi Landmark by MDAH on October 19, 2012 for both its historical and architectural significance and was also named in 2013 as one of the 10 Most Endangered Historic Sites in Mississippi by the Mississippi Heritage Trust.

The City received a MDAH Community Heritage Preservation grant of \$80,000 in December 2013, with a \$20,000 match, for Phase I to stabilize the building. A \$50,000 grant was also received from the Mississippi Department of Marine Resources for the first phase, which was completed in 2017. At that time, the building received a new foundation, roof, and floor.

DISCUSSION:

This rehabilitation project of the Gautier Historic School, with assistance from the Mississippi Landmark Grant Program established under House Bill 1082, Laws of Mississippi 1999, and administered through MDAH, will restore and weatherproof the exterior structure, repair and refinish existing exterior siding; remediate lead-based paint and repaint the exterior; repair and refinish existing windows; replace missing windows; provide new entrance doors; and restore the front porch and make it accessible.

This MDAH grant will provide \$74,577 toward this phase of the project. A local match of \$18,644 is required. The project total is \$93,221.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a memorandum of agreement with the Mississippi Department of Archives and History (MDAH) for a Mississippi Landmark Grant for the Gautier Historic School Rehabilitation Project (MLG#2023-001).

City Council may:

1. Approve the memorandum of agreement, as presented; or
2. Not approve the memorandum of agreement, as presented.

ATTACHMENT(S):

1. Memorandum of Agreement

Mississippi Landmark Grant Program
House Bill 1082, *Laws of Mississippi 1999*
Grantee Name: City of Gautier
Project Number: MLG#2023-001
Project Name: Gautier Colored School Rehabilitation

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made this the _____ day of _____, 2023, by the City of Gautier, hereinafter called the Grantee, and the State of Mississippi acting through the Department of Archives and History hereinafter referred to as MDAH.

This agreement relates to the rehabilitation of the Gautier Colored School with the assistance of a \$74,577 grant from the Mississippi Landmark Grant Program established under House Bill 1082, *Laws of Mississippi 1999*, and administered through MDAH.

In consideration of the aforementioned grant, the Grantee hereby agrees to the following:

1. AWARD AMOUNT

The award amount for this project shall not exceed \$74,577

2. SCOPE OF WORK

The project involves scope of work described in the application for phase 2 only.

3. PROJECT PERIOD

The project period began February 21, 2023, and all work carried out as part of this project shall be **completed prior to December 1, 2025. Extensions will not be given to late or incomplete projects.**

4. MATCHING FUNDS

The Grantee agrees to provide \$18,644 matching funds of the total project.

5. CONTRACTS

Paid work conducted in relation to this project shall require a contract between the Grantee and the contracting firm or individual. **Such contracts shall be submitted to MDAH for approval prior to execution.** In executing contracts, the Grantee shall comply with state law pertaining to bidding and purchasing and purchasing procedures, Miss. Code Ann. § 31-7-13.

Contracts shall include all elements providing for a sound and complete procurement document. In addition, the Grantee shall insure that all contracts awarded shall contain suitable provisions for termination by the Grantee, including the manner by which termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

The Grantee shall retain the possibility of reprinting any publication produced in conjunction with this grant program by including in all contracts a requirement that the contractor waive any claim to a copyright. This waiver includes all work products regardless of physical format – including but not limited to photographs, software, source code, research notes and compilations, draft and finished written works, published materials, and drawings – produced by the individual or company within the scope of their contract with the Grantee.

Plans and specifications for this grant project must be approved by the Mississippi Landmark Review Committee of the MDAH Board of Trustees prior to the Grantee advertising for bids for the work.

6. GRANT PAYMENTS

The Grantee should be prepared to cover all project costs prior to receiving reimbursement. Grant payments will be made to the Grantee on a reimbursable basis upon the Grantee's successful completion of the project, or at the time of the successful completion of pre-established phases of the project. If the Grantee plans to submit reimbursement requests before the project is completed, approval must be secured from MDAH

before project work begins. Grant payments made prior to the completion of the project shall not exceed 80% of the expenses incurred.

Requests for grant payment shall be submitted to MDAH on forms provided by MDAH and must be accompanied by copies of invoices that document the project costs that have been incurred. The requests for grant payments, as well as the accompanying invoices and supporting documentation (i.e. cancelled checks, certificate for payments, etc.) shall be reviewed and forwarded by MDAH to the Department of Finance and Administration for the issuance of a state warrant to cover the grant payment. The warrant will be mailed to the Grantee by MDAH.

7. ALLOWABLE COSTS

Allowable costs are those costs documented to the satisfaction of MDAH that conform to the approved project budget and that:

- a. meet requirements for the program;
- b. are necessary and reasonable to the completion of project work;
- c. have been incurred for the project work during the period of the grant.

8. PERSONNEL SELECTION

Project personnel shall have qualifications appropriate to major work elements of the project. Consultants, pre-planners, architects, engineers, exhibit contracting firms, historic preservation specialists, or other professionals employed by the Grantee must be approved by MDAH. Project personnel shall be expected to work closely with the Grantee and MDAH in developing plans and specifications. For projects that total \$75,000 or more, a project professional will be required.

9. PROFESSIONAL SUPERVISION

The staff of MDAH will maintain contact with the project director and project personnel as needed and will provide technical assistance as required for the successful completion of project work.

10. PHOTOGRAPHIC DOCUMENTATION

The Grantee shall take **color digital images** sufficient to document the “before” and “after” condition of the building and submit to MDAH copies of the images in jpeg format on flash drive, via email, or with one set of prints for permanent preservation. Photographic guidelines will be provided by MDAH.

11. BENCHMARKS

The Grantee shall follow the benchmarks set by MDAH in the Procedures Manual. The benchmarks are pre-established dates of goals to be accomplished by the Grantee in order to keep the project on schedule, and not risk in having the grant canceled prematurely. If the Grantee suspects that a benchmark(s) will not be met, then it is the Grantee's responsibility to contact MDAH so that the problem can be assessed to see if the project will be able to finish on time. If it is determined that a project will not finish on or before the deadline, then MDAH may choose to cancel the project.

12. ACKNOWLEDGEMENT OF STATE ASSISTANCE

State grant assistance shall be acknowledged by an on-site project sign and in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgement shall state that the project has been funded with the assistance of a grant from the State of Mississippi, through the Mississippi Department of Archives and History under provisions of the Mississippi Landmark Grant Program, House Bill 1082, *Laws of Mississippi 1999*. A photograph of the installed sign shall be provided to MDAH.

13. GENERAL PROVISIONS

The property receiving grant assistance must be designated a Mississippi Landmark under provisions of the Antiquities Law of Mississippi, Miss. Code Ann. § 39-7-1 et seq. Plans and specifications for any work on this project shall be developed in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. Plans and specifications for this grant project must be approved by the Mississippi

Landmark Review Committee of the MDAH Board of Trustees prior to the Grantee advertising for bids for the work. **The approved work may not be altered without prior approval from MDAH.**

The Grantee agrees that MDAH, its agents and designees, shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.

The State of Mississippi shall not disburse funds for any project or activity related to this project unless: 1.) planned work has been accomplished within the scope of the grant or contractual agreement summarized above, and 2.) work was done in accordance with the terms and conditions of the applicable House Bill 1082 Landmark Grant. In circumstances where funds are disbursed for ineligible activities, the State of Mississippi shall take steps to recover these funds.

14. RECORD ACCESS AND RETENTION

Maintenance of Records: The Grantee shall establish and maintain financial records, supporting documentation, and any other such records that may be necessary to reflect the performance of obligations under this agreement.

Fiscal Requirements and Audit: The Grantee shall establish such fiscal control and accounting procedures, including internal control procedures, as may be necessary to assure the proper disbursement of and accounting for funds paid under this agreement. The Grantee shall keep, maintain, and present to MDAH, as required, necessary and proper invoices, vouchers, receipts, quotes, bids, etc. to support expenditures of funds. The Grantee's records shall be sufficient to allow MDAH to audit and monitor the Grantee's operations.

Record Retention/Access to Records: Representatives of MDAH or any State agency authorized to audit MDAH shall have the right of access to any books, documents, papers or other records of the Grantee that pertain to the performance of the obligations under this agreement in order to audit or examine said records. These records shall be retained for at least seven (7) years from the date of the completion of the terms of this agreement.

If the Grantee is audited in accordance with generally accepted auditing standards, the Grantee shall only be required to maintain said records for three (3) years after the completion and release of the audit.

However, if any litigation or other legal proceeding, by or on behalf of the State or any other party has begun and is not complete at the end of the aforementioned retention period, or if audit findings, exceptions, litigation, or other legal proceedings have not been resolved at the end of the aforementioned retention period, all records shall be retained until such time as such proceedings are resolved.

15. PRESERVATION AND MAINTENANCE COVENANT

The Grantee agrees to submit to MDAH a notarized covenant agreeing to continued preservation and maintenance of the building for a period of twenty-five (25) years from the grant award date. If the building is abandoned or not maintained to the expiration of the twenty-five (25) year period, MDAH may take steps to recover the grant award in part or in full. The Grantee will be responsible for having the covenant recorded in the county land records.

16. CYCLICAL MAINTENANCE

The Grantee agrees to develop and implement an annual building inspection, a cyclical maintenance task list, and a continuously updated maintenance log. The Grantee shall submit the maintenance log to MDAH with each progress report for the duration of the project. After the project is complete, the Grantee shall submit the maintenance log to MDAH by December 31 of each year for twenty-five (25) years. If the building is abandoned or not maintained prior to the expiration of the twenty-five (25) year period, MDAH may take steps to recover the grant award in part or in full.

17. PROJECT COMPLETION MATERIALS

The Grantee agrees to submit final completion materials, which include color digital images per MDAH guidelines as well as a summary narrative of the completed project, within sixty days of project completion.

18. TERMINATION OF AGREEMENT

This agreement may be terminated short of conclusion due to one of the following situations:

- a. Termination for Cause – MDAH may terminate the aforementioned grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.
- b. Termination for Convenience – MDAH or the Grantee may terminate grant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. After initiation, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY

Katie Blount
Director
Department of Archives and History

Date

BY

Paula Yancey
City Manager
City of Gautier

Date

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting: April 4, 2023
Title: Consider a request for a five-foot (5') variance to side-yard setback requirements and a two-foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District, located at 813 Roys Road, Gautier, MS (GPC #23-05-VAR)
Introduced by:
Contact Person/Telephone Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consider a request for a five-foot (5') variance to side-yard setback requirements and a two-foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District, located at 813 Roys Road, Gautier, MS (GPC #23-05-VAR) (PID #81817210.000)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order/Public Hearing	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Second Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2023

WHEREAS, the homeowner of 813 Roys Road, (PID #81817210.000) has requested a five-foot (5') variance to side-yard setback requirements and a two-foot (2') variance to rear-yard setback requirements in an R-1 Low Density Single-Family Residential District; and

WHEREAS, the applicant would like to place a 20' x 24' accessory building in the rear of his property, being five feet (5') from the side property line and three feet (3') from the rear property line. In a R-1 Zoning District, setback requirements for an accessory building are ten feet (10') from the side property line and five feet (5') from the rear property line; and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended denial of the request based on the fact that it would not cause a hardship for the applicant to place the shed within the required setbacks;

WHEREAS, based on the information presented to the Council, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance (have or have not) been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (approves or denies) the requested variance;

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 03/15/2023
Subject: Consider a request for a Variance to rear and side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, (GPC #23-05-VAR)

REQUEST:

The Planning Department has received a request from James Knight for a five-foot (5') variance to side-yard setback requirements and a two foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, PID #81817210.000 (GPC #23-05-VAR). The application fee of \$175 was paid on January 9, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to place a 20' x 24' accessory building in the rear of his property. He would like to place the accessory building five feet (5') from the side property line and three feet (3') from the rear property line. In a R-1 Zoning District setback requirements for an accessory building are ten feet (10') from the side property line and five feet (5') from the rear property line. The applicant is wanting a five-foot (5') variance to the side-yard setback requirements and a two-foot (2') variance to the rear-yard setback requirements.

DISCUSSION:

The applicant is requesting a five-foot (5') variance to the side-yard setback requirements and a two-foot (2') variance to the rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. The minimum side-yard setback requirement is ten feet (10') and the minimum rear-yard setback requirement is five feet (5') for an accessory building.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
- (a) for a purpose allowed in that zone (applicable to special exceptions), or
- (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

30% of required off-street parking spaces and/or

30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;

That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

That the special conditions and circumstances do not result from actions of the applicant; and

That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION:

Planning Commission recommends denial of the Variance Request based on the fact that it would not cause a hardship for the applicant to place the shed within the required setbacks.

The City Council may:

Approve the variance request as presented;

Approve the variance request with changes; or

Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 3.2.23 (#23-05-VAR)
2. Complete Packet 23-05-VAR

Excerpt from March 2, 2023, Planning Commission Meeting:

The Planning Department has received a request for a five-foot (5') variance to side-yard setback requirements and a two foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District at 813 Roys Road. (GPC #23-05-VAR).

Scott Ankerson, Planning Director, gave a brief overview of the case.

REQUEST:

The Planning Department has received a request from James Knight for a five-foot (5') variance to side-yard setback requirements and a two foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, PID #81817210.000 (GPC #23-05-VAR). The application fee of \$175 was paid on January 9, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to place a 20' x 24' accessory building in the rear of his property. He would like to place the accessory building five feet (5') from the side property line and three feet (3') from the rear property line. In a R-1 Zoning District setback requirements for an accessory building are ten feet (10') from the side property line and five feet (5') from the rear property line. The applicant is wanting a five-foot (5') variance to the side-yard setback requirements and a two-foot (2') variance to the rear-yard setback requirements.

DISCUSSION:

The applicant is requesting a five-foot (5') variance to the side-yard setback requirements and a two-foot (2') variance to the rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. The minimum side-yard setback requirement is ten feet (10') and the minimum rear-yard setback requirement is five feet (5') for an accessory building.

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 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

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Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

- A. 30% of required off-street parking spaces and/or
- B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

- A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
- B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
- C. That the special conditions and circumstances do not result from actions of the applicant; and
- D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets all “Criteria for Approval” from the UDO as listed above.

The Planning Commission may:

- 1. Recommend that City Council approve the variance request as presented;
- 2. Recommend that City Council approve the variance request with changes; or
- 3. Recommend that City Council deny variance request.

ATTACHMENTS:

- 1. Applicant’s Exhibit 1 – Application
- 2. City’s Exhibit A – Location Map
- 3. City’s Exhibit B – Existing Zoning Map
- 4. City’s Exhibit C – Existing Land Use Map
- 5. City’s Exhibit D – Future Land Use Map

Chairman Jamison asked the applicant to present his request.

James Knight, applicant, stated that he wanted to build a shop/shed in the back of his house and because of the size of the lot he didn’t want to take up more of the yard than he needed to. He said he didn’t need the 5’ or 3’ variance, he just wants to put it in the corner.

Chairman Jamison asked Mr. Knight if he had this huge yard, why did it matter if the shed had to be moved over 5' or 2' from the property lines.

Mr. Knight asked why the 10' and 5' setbacks mattered now. He said that to be fair, when he bought the property before the area was taken over by the City of Gautier, he had 2 buildings that were physically on the property line. He said that he is taking one of those buildings down and moving the new one in some.

Chairman Jamison stated that the existing 2 sheds were grandfathered, and the City has rules for a reason. She said that unless there was a tree or something causing him a problem putting the shed within the required setbacks, she didn't see why he couldn't meet the setback requirements with such a big yard.

Mr. Knight stated that it wasn't a hardship, it was a preference.

Chairman Jamison said that a hardship had to be proven to recommend a variance.

Commissioner Ward stated that besides being able to legally define a hardship for the request, another concern is how the area could be maintained if it were so close to the property line. The watershed that could be putting water on the neighboring property if the shed is that close to the property line.

Mr. Knight said that he did understand that concern, but the rain was going to fall and hit his property regardless. He wasn't going to cause anything that sheds more water. As far as the variance issues, the area completely slopes downhill and is going onto his neighbor's property because of gravity. The property sloped down towards the bayou.

Linda Bordelon, who owns the property southwest of Mr. Knight, stated that she already has a problem with the watershed from the property because of dirt the previous owner brought in. She said she would rather the shed not be that close to the property lines.

Jeff Bordelon asked which corner of Mr. Knight's property the shed was going on. After realizing it was not where they originally thought it was, he stated that he and Ms. Bordelon did not have a problem with the proposed placement of the shed.

ACTION TAKEN:

Chairman Jamison made a motion to recommend denial of the request based on the fact that it would not cause a hardship for the applicant to place the shed within the required setbacks.

Commissioner McManus seconded the motion, and the following vote was recorded:

AYES: William Davis
Kay C. Jamison
Ricky Decoteau
Joshua Ward
DeAnna McManus

ABSENT: Chris Hoover
Paul Gainer

Motion passed to recommend denial of the request.

Gautier Planning Commission

Regular Meeting Agenda

March 2, 2023

GPC #23-05-VAR

813 Roys Road

VII. NEW BUSINESS

2. Consider a request for a Variance to rear and side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, (GPC #23-05-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: February 21, 2023

Subject: Consider a request for a Variance to rear and side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, (GPC #23-05-VAR)

REQUEST:

The Planning Department has received a request from James Knight for a five-foot (5') variance to side-yard setback requirements and a two foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, PID #81817210.000 (GPC #23-05-VAR). The application fee of \$175 was paid on January 9, 2023. All public notice requirements have been met.

BACKGROUND:

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DISCUSSION:

The applicant is requesting a five-foot (5') variance to the side-yard setback requirements and a two-foot (2') variance to the rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. The minimum side-yard setback requirement is ten feet (10') and the minimum rear-yard setback requirement is five feet (5') for an accessory building.

DETERMINATION OF APPLICABLE LAW:

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to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

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- A. 30% of required off-street parking spaces and/or
- B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

- A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
- B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
- C. That the special conditions and circumstances do not result from actions of the applicant; and
- D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets all "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the variance request as presented;
2. Recommend that City Council approve the variance request with changes; or
3. Recommend that City Council deny variance request.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

23-05-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	<u>✓</u>	\$175.00
Appeal to Staff Decision	_____	\$100.00

176.00

Name of Applicant : JAMES KNIGHT
Name of Business: N/A Phone: 228-217-6178
Property Address: 813 ROYS ROAD Mailing Address (if Different): _____
E-Mail Address: _____

Reason for request, location and intended use of Property: VARIANCE for BUILDING WITHIN THE
SIDE AND REAR SETBACKS; 5' side yard, 2' rear yard for shed

ATTACHMENTS REQUIRED AS APPLICABLE:

- X 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- N/A 2. A detailed project narrative.
- N/A 3. Copy of protective covenants or deed restrictions, if any.
- N/A 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- N/A 5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

Signature of Applicant: James M. Knight Date of Application: 1/9/23

FOR OFFICE USE ONLY

Date Received 1-9-23 Verify as Complete Babs

Fee Amount Received 176.00 Initials of Employee Receiving Application BS

March 2

VARIANCE CRITERIA for APPROVAL — Please answer the questions below to establish that you meet the Criteria for Approval for a Variance. If more room is needed, answers can be provided on a separate sheet of paper.

- A. Do special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district? If yes, please explain.

Existing old & new sheds are already <10 feet from property line - grandfathered due to Gauthier annexation. I will tear down the old shed when work begins on new building if approved.

- B. Would the literal interpretation of the provisions of this Ordinance deprive the applicant (you) of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? If yes, please explain.

N/A

- C. Do the special conditions and circumstances result from actions of the applicant (you)?

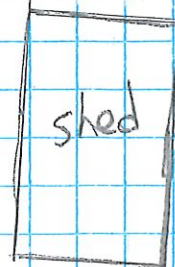
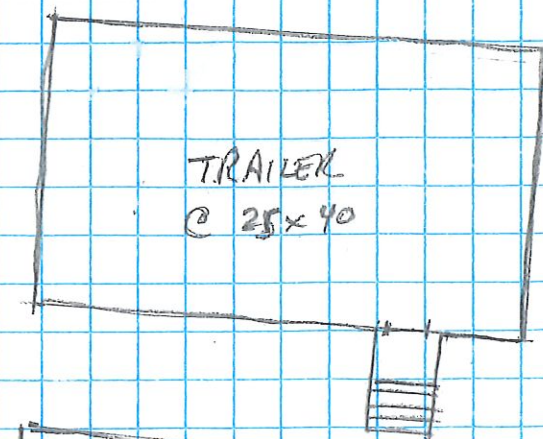
N/A

- D. Does granting the Variance requested confer upon the applicant (you) any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district?

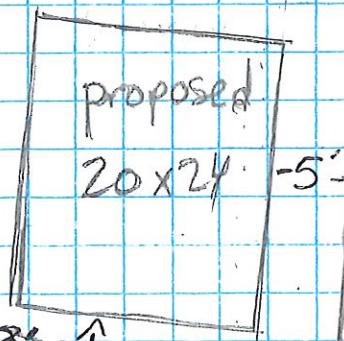
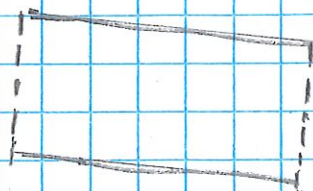
No

8/3
100' Roy's Road -

122'



124.8'



3' ↗

81817210.000 KNIGHT JAMES M & JOANN L

PIDN: 81817210.000

GISP: 764.19-02-0245.00

Owner Information

Percent of Ownership: 100

Name: KNIGHT JAMES M & JOANN L

Name 2:

Mailing Address: 5540 ROXANNE

GAUTIER MS

39553

Site Address: 813 ROYS RD GAUTIER

Land Information

Section: 7

Acreage: 0.28

Township: 7

Range: 6

Street Name ROYS
RD

Value and Tax Information

Total Assessed Value: 1406

Total Appraised Value: 9370

Improvement Value: 1310

Land Value: 8060

Tax Amount: 202

SQ FT: 0

Year Built: 1985

Legal Description

Description: COM S 1830.8' & E 2568.9' OF NWC
CL SEC 7 N 77 DEG W ALG S/M RD
75.6' N 77 DEG W ALG S/M RD 146.
4' N 79 DEG W 55.4' TO POB N 79
DEG W ALG RD 100' S 19 DEG W 122
' S 81 DEG E 63.3' S 70 DEG E 36
.8' N 19 DEG E 124.5' TO POB DB
1353-753 (245 Map764.19-02)

Deed Book / Page: 1353 / 753

81817210.000 KNIGHT JAMES M & JOANN L

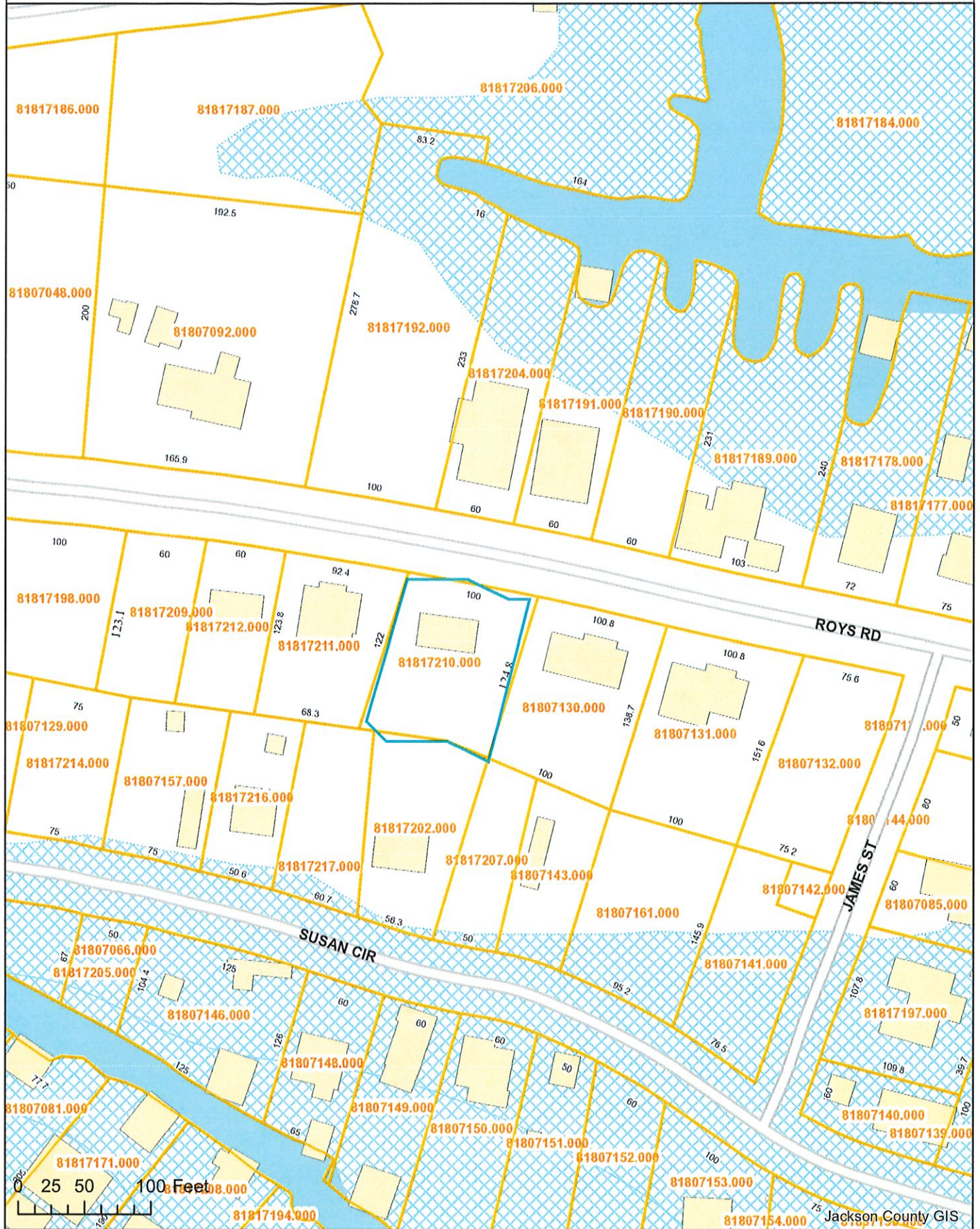


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

	AG
	C-1
	C-2
	C-3
	I-2
	MURC-1
	MURC-2
	MURC-MW
	PL
	PUD
	R-1
	R-2
	R-3
	RE
	TC



Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

- commercial-retail
- conservation
- civic
- industrial
- marina/fish camps
- high density residential
- mobile home
- mobile home park
- medium density residential
- office
- recreation
- very low to low density residential
- utility
- vacant

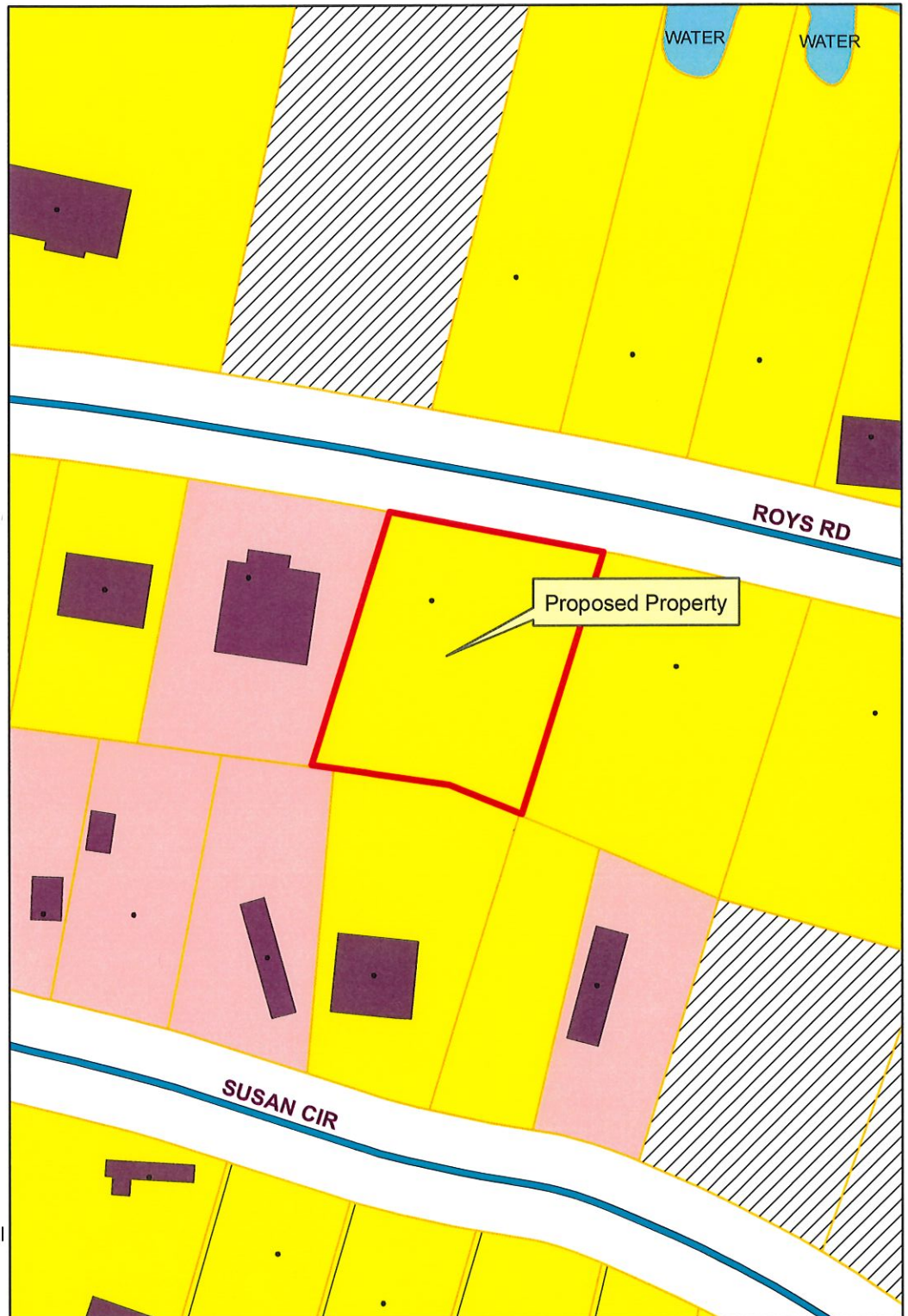
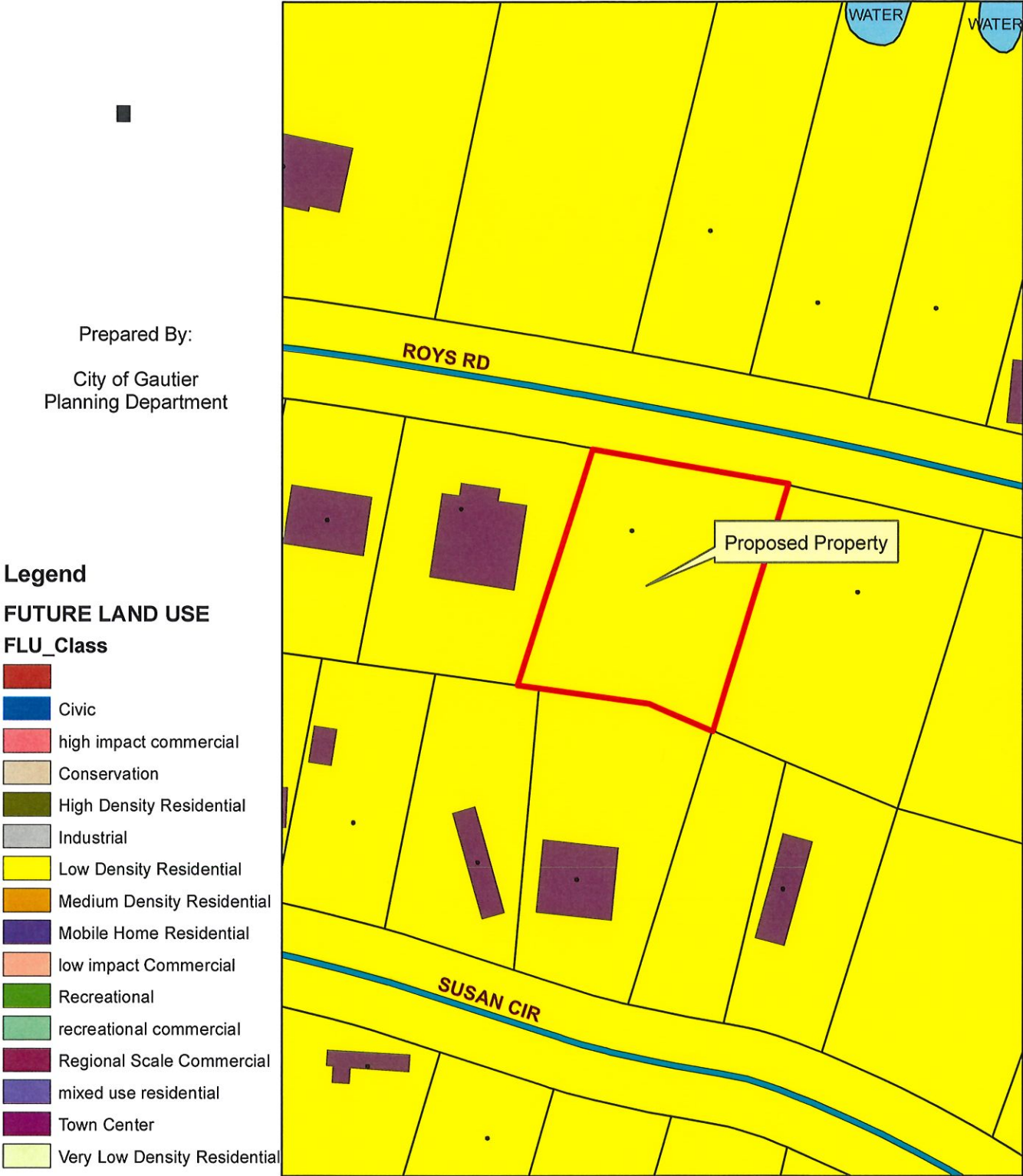


Exhibit D

Future Land-Use



**CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet**

Council Meeting: April 4, 2023
Title: Approval of the Docket of Claims

Introduced by:
Contact Person/Telephone Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Second Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2023

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

Docket of Claims
Release date from 04/04/2023 thru 04/04/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T	231843	04/04/2023	03/21/2023			3,996.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	03/14/2023			3,996.22
001	RJ YOUNG COMPANY LLC	231844	04/04/2023	03/21/2023			470.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ00-01 RENTAL FEE		INV6229204	03/15/2023			470.88
001	GLOBALSTAR	231845	04/04/2023	03/21/2023			101.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		47705975	03/16/2023			101.68
001	C SPIRE WIRELESS	231846	04/04/2023	03/21/2023			1,167.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONE		0030759348	02/28/2023			47.59
	001-021-605	CITY MGR CELL PHONE		0030759348	02/28/2023			47.59
	001-040-605	ADMIN CELL PHONE		0030759348	02/28/2023			81.92
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	02/28/2023			252.08
	001-090-698	IPAD SERVICE(3)		0030759348	02/28/2023			102.99
	001-094-605	GRANTS CELL PHONES		0030759348	02/28/2023			142.77
	001-161-605	FIRE DEPT CELL PHONES		0030759348	02/28/2023			142.77
	001-170-605	RECREATION CELL PHONES		0030759348	02/28/2023			200.28
	001-205-605	MAINT CELL PHONES		0030759348	02/28/2023			149.98
001	COG 7M BOND ACCT	231938	04/04/2023	03/27/2023			86,733.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE: FUND 130		03172023	03/17/2023			86,733.80
001	AGJ SYSTEMS & NETWORKS INC	231939	04/04/2023	03/28/2023			7,098.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	APR 2023 MSP-COMplete CARE		MSP-103305	04/01/2023			6,200.00
	001-092-606	APR 2023: MS365 EXC (77)		103379	04/01/2023			385.00
	001-092-606	APR 2023: MS365 BUS (34)		103379	04/01/2023			459.00
	001-092-606	APR 2023: LITIGATN HOLD (18)		103379	04/01/2023			54.00
001	AT&T	231942	04/04/2023	03/28/2023			36.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC LINE MONITORING		2284970262	03/14/2023			36.39
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	231943	04/04/2023	03/28/2023			537.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	LEASE PMT: POSTAGE MACHINE		3317196469	03/16/2023			537.54
001	RJ YOUNG COMPANY LLC	231944	04/04/2023	03/28/2023			75.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	LEXMARK C4150:BASE FEE		INV6220988	03/09/2023			38.00
	001-100-699	RICOH IM C2500:BASE FEE		INV6220988	03/09/2023			37.55

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	231945	04/04/2023	03/28/2023			238.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	TOILET MAT 6/CS (2)		74020	03/15/2023			119.00
	001-092-510	URINAL MAT 6/CS (2)		74020	03/15/2023			119.00
001	WARREN PAVING INC	231946	04/04/2023	03/28/2023			847.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	10.09 TNS ASPHALT: POTHOLES		74208	03/09/2023			847.56
001	DELTA COMPUTER SYSTEMS INC	231947	04/04/2023	03/28/2023			625.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	APR 2023 ACCT SOFTWARE MAINT		DHLMN09049	04/01/2023			430.00
	001-092-606	APR 2023 PRIV LIC SW MAINT		DHLMN09050	04/01/2023			175.00
	001-092-606	APR 2023 VOTER REG SW MAINT		HRMN011097	04/01/2023			20.00
001	GOLDEN WEST INDUSTRIAL SUPPLY	231962	04/04/2023	03/28/2023			324.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	LIGHT LED FLARE BATTERY OP(12)		2117081	12/05/2022			324.99
001	SPARKLIGHT	231963	04/04/2023	03/28/2023			95.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	APR 2023: CFD #122024086		03232023	03/23/2023			95.41
001	SPARKLIGHT	231964	04/04/2023	03/28/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	APR 2023: SFD #122025091		03232023	03/23/2023			85.46
001	SPARKLIGHT	231965	04/04/2023	03/28/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	APR 2023: NFD #122024383		03232023	03/23/2023			85.46
001	SPARKLIGHT	231966	04/04/2023	03/28/2023			230.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	APR 2023: BACOT #135939403		03232023	03/23/2023			230.88
001	SPARKLIGHT	231967	04/04/2023	03/28/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	APR 2023: GARAGE 134679919		03202022	03/20/2022			127.95
001	RJ YOUNG COMPANY LLC	231971	04/04/2023	03/28/2023			121.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV6242296	03/22/2023			113.14
	001-161-698	ADMIN FEE		INV6242296	03/22/2023			8.00
001	DEPT PUBLIC SAFETY	231972	04/04/2023	03/28/2023			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (FEB 2023)		90129167	03/13/2023			60.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	231973	04/04/2023	03/28/2023			956.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	03/11/2023			475.90
	001-100-605	DATA CARDS (14)		0032680896	03/11/2023			480.62
001	SINGING RIVER ELECTRIC COOPERATIVE	231974	04/04/2023	03/28/2023			680.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		03142023	03/21/2023			453.44
	001-161-631	MARTIN BLUFF FD 58380001		03172023	03/22/2023			163.76
	001-201-629	SIGNAL LIGHTS 17546		03172023	03/22/2023			32.91
	001-092-631	CITY LIMIT SIGN 17546		03172023	03/22/2023			30.42
001	SINGING RIVER ELECTRIC COOPERATIVE	231975	04/04/2023	03/28/2023			9,241.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		03182023	03/23/2023			6,915.01
	001-201-629	SIGNAL LIGHTS 10054		03182023	03/23/2023			654.97
	001-092-631	CITY HALL 10054		03182023	03/23/2023			651.13
	001-170-631	FRAZIER PARK 10054		03182023	03/23/2023			51.04
	001-170-631	SENIOR BLDG 10054		03182023	03/23/2023			162.27
	001-161-631	CENTRAL FD 10054		03182023	03/23/2023			319.32
	001-170-631	CITY PARK 10054		03182023	03/23/2023			135.83
	001-092-631	PUBLIC WORKS 10054		03182023	03/23/2023			316.38
	001-092-631	HWY 90 SIGN 10054		03182023	03/23/2023			35.52
001	SINGING RIVER ELECTRIC COOPERATIVE	231976	04/04/2023	03/28/2023			528.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	ROUNDAABOUT 102311004		03182023	03/23/2023			25.00
	001-201-633	WM PAYNE 100245001		03182023	03/23/2023			59.26
	001-170-631	BACOT LIGHTS 10137		03192023	03/24/2023			331.54
	001-201-629	SIGNAL LIGHTS 10138		03192023	03/24/2023			112.60
001	SINGING RIVER ELECTRIC COOPERATIVE	231977	04/04/2023	03/28/2023			295.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		03192023	03/24/2023			196.33
	001-170-631	BACOT SPLASHPAD 103751001		03192023	03/24/2023			26.04
	001-170-631	BACOT UPGRADES 113730001		03192023	03/24/2023			43.54
	001-170-631	BACOT 114484001		03192023	03/24/2023			29.17
001	WADE WILDMAN	231985	04/04/2023	03/28/2023			230.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PER DIEM ADV: K9 TRNG/CERT		04172023	03/28/2023			230.00
001	SCOTT ANKERSON, CUSTODIAN	231986	04/04/2023	03/28/2023			170.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-559	KEY (2): COMM SPEC OFFICE		12212022	03/28/2023			10.00
	001-090-525	REIM FUEL: FRANKLIN,J		01182023	03/28/2023			40.00
	001-161-559	KEY (2): FD POWER BOX		01252023	03/28/2023			9.00
	001-090-525	REIM FUEL: FRANKLIN,J		01262023	03/28/2023			40.00
	001-205-638	CARWASH: FORD ESCAPE		02072023	03/28/2023			10.00
	001-090-500	BOSTICH STAPLER		03152023	03/28/2023			13.46

Docket of Claims
Release date from 04/04/2023 thru 04/04/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SCOTT ANKERSON, CUSTODIAN	231986	04/04/2023	03/28/2023			170.58	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	FLOWERS: L MORAN AWARD		03232023	03/28/2023			48.12
001	FUELMAN	231990	04/04/2023	03/30/2023			3,562.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64028081	03/20/2023			82.60
	001-100-525	UNL&DSL FUEL		NP64028081	03/20/2023			2,622.72
	001-161-525	UNL&DSL FUEL		NP64028081	03/20/2023			420.29
	001-170-525	UNL&DSL FUEL		NP64028081	03/20/2023			436.97
001	FUELMAN	231992	04/04/2023	03/30/2023			3,681.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64061825	03/27/2023			105.02
	001-100-525	UNL&DSL FUEL		NP64061825	03/27/2023			2,998.11
	001-161-525	UNL&DSL FUEL		NP64061825	03/27/2023			340.11
	001-170-525	UNL FUEL		NP64061825	03/27/2023			200.06
	001-205-525	UNL FUEL		NP64061825	03/27/2023			37.94
001	USPCA REGION 26	231996	04/04/2023	03/29/2023			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PTRL DOG/DETECTR CERT:WILDMAN		04172023	03/29/2023			75.00
001	GALLS LLC	232004	04/04/2023	03/29/2023			392.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	GARRISON BELT (3)		023929923	03/22/2023	230624		128.04
	001-100-535	GARRISON BELT		023929923	03/22/2023	230624		42.68
	001-100-535	SHIPPING		023929923	03/22/2023	230624		18.99
	001-100-535	SF MKIII DEFENSE SPRAY CASE		023944174	03/23/2023	230597		38.28
	001-100-535	GL OPN TOP PADDLE CUFF CASE		023944174	03/23/2023	230597		42.51
	001-100-535	4PK 2 BUTTON BELT KEEPERS (4)		023944174	03/23/2023	230597		110.88
	001-100-535	SHIPPING		023944174	03/23/2023	230597		11.39
001	MID SOUTH UNIFORM & SUPPLY INC	232006	04/04/2023	03/29/2023			2,360.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	GPD SHOULDER PATCH NEW(1000)		635467	12/30/2022	230235		2,360.00
001	MS FIRE ACADEMY	232007	04/04/2023	03/29/2023			40.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	MSTAT TRAINEE TEST: CARTER,K		30027	03/17/2023	220831		20.00
	001-161-681	MSTAT TRAINEE TEST: HALL,W		30027	03/17/2023	220831		20.00
001	LAWRENCE PRINTING COMPANY INC	232008	04/04/2023	03/29/2023			775.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	MINUTE BOOK 62-66 (5)		73329	03/20/2023	230520		745.00
	001-040-500	SHIPPING		73329	03/20/2023	230520		30.93
001	CUSTOM PRODUCTS CORPORATION	232010	04/04/2023	03/29/2023			669.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	STREET SIGN (19)		388143	03/23/2023	230641		640.87
	001-201-565	FREIGHT		388143	03/23/2023	230641		28.20

Docket of Claims
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001	KUSTOM SIGNALS INC	232011	04/04/2023	03/29/2023			13,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-702	6 RAPTOR DUAL KA-BAND ANTENNAS		601772	03/22/2023	230532		13,230.00
	001-100-702	SHIPPING		601772	03/22/2023	230532		270.00
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	232013	04/04/2023	03/29/2023			46.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	7X9 WALNUT PLAQUE: MORAN AWARD		2303117	03/20/2023	230651		40.00
	001-090-500	PROGRESSIVE PLAQUE PLATE		2303117	03/20/2023	230651		6.00
001	SOUTHERN BARKS INC	232015	04/04/2023	03/29/2023			1,640.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	80 YDS WOOD FIBER MULCH		1525	03/18/2023	230633		1,470.00
	001-170-520	FUEL AND DELIVERY		1525	03/18/2023	230633		170.00
001	JOSEPH DAVIS	232017	04/04/2023	03/29/2023			27,450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	LABOR-PAINT ROOF: CITY HALL		112	03/23/2023	230621		16,750.00
	001-092-635	PAINT & PRIMER: CITY HALL		112	03/23/2023	230621		10,700.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	232018	04/04/2023	03/29/2023			321.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-500	200/PK THERMAL LAM POUCHES		3533189394	03/17/2023	230639		24.13
	001-161-500	CS COPY PAPER 8.5X11		3533189394	03/17/2023	230639		50.99
	001-161-500	THERMAL LAMINATOR VALUE PK		3533189395	03/17/2023	230639		57.99
	001-090-500	POP-UP NOTES 3X3 ASRT 12/PK		3533189396	03/17/2023	230638		9.09
	001-090-500	CS 8.5X11 COPY PAPER		3533189396	03/17/2023	230638		44.49
	001-090-500	JUMBO PAPER CLIP 100/BX (5)		3533189396	03/17/2023	230638		3.80
	001-090-500	2PK TITANIUM BONDED SCISSORS		3533189396	03/17/2023	230638		10.03
	001-090-500	LOGITECH M325 WRLS MOUSE RED		3533189396	03/17/2023	230638		14.99
	001-090-500	ASRT HANG FILE FOLDER 25/BX		3533189396	03/17/2023	230638		9.79
	001-090-500	GREEN HANG FILE FOLDER 25/BX		3533189396	03/17/2023	230638		10.77
	001-090-500	HANGING FILE BOX LTR/LGL		3533189396	03/17/2023	230638		15.67
	001-090-500	FOAM MOUSE PAD/WRIST REST		3533189396	03/17/2023	230638		11.99
	001-090-500	LOGITECH K350 WRLS KEYBOARD		3533189396	03/17/2023	230638		46.04
	001-090-500	ONE-TOUCH DESKTOP STAPLER		3533189396	03/17/2023	230638		11.48
001	CUPIT SIGNS OF MISSISSIPPI INC	232020	04/04/2023	03/29/2023			212.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-615	4X8 BANNER: TASTY THURSDAY		35284B	03/02/2023	230564		192.00
	001-170-615	CHANGE DATE 4 SIGNS: EASTER		35284B	03/02/2023	230564		20.00
001	GRAFIX SHOPPE	232022	04/04/2023	03/29/2023			56.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	RFLCT PATCH DECAL(2): HELMET		149664	03/17/2023	230626		30.00
	001-100-570	SHIPPING		149664	03/17/2023	230626		26.00

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001	THE SOUTHERN CONNECTION POLICE SUPPLIES	232024	04/04/2023	03/29/2023			3,225.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	HILITE CARRIER GNX11 ARMOR(4)		25099	03/23/2023	230515		2,340.00
	001-100-535	PB GUARDIAN GIII PKT MOL(3)		25099	03/23/2023	230515		664.20
	001-100-535	PB GUARDIAN GIII ZIP PKT MOL		25099	03/23/2023	230515		221.40
001	AMAZON CAPITAL SERVICE	232025	04/04/2023	03/29/2023			870.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	12V 4000 PA JUMP STARTER		1CCY6H37DF	03/18/2023	230629		249.99
	001-100-570	OIL FLTR WRENCH & FUNNEL		1CCY6H37DF	03/18/2023	230629		20.29
	001-100-570	LOCTITE 3333 ADHSV KIT (2)		1CCY6H37DF	03/18/2023	230629		83.94
	001-100-570	HY-PER LUBE 12 OZ (30)		1DVK9WGL1M	03/20/2023	230646		356.70
	001-161-639	LAT PULLDOWN CABLE REPL 263"		1FWYPL1P1Q	03/22/2023	230647		30.99
	001-161-559	3 PRONG OUTDR EXT CORD 100'		1T9JVGVM DW	03/25/2023	230654		128.69
001	AGJ SYSTEMS & NETWORKS INC	232026	04/04/2023	03/29/2023			248.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-704	MS WINDOWS 10PRO (LAPTOP)		103211	03/16/2023	230547		99.00
	001-092-704	SOLID STATE DRIVE		103211	03/16/2023	230547		149.99
001	TRI-TECH FORENSICS INC	232029	04/04/2023	03/29/2023			731.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	MS BU-3 SPECIMEN KIT (25)		00851857	03/13/2023	230350		167.75
	001-100-559	STERILE WTR AMPOULE 100BX(4)		00851857	03/13/2023	230350		84.00
	001-100-559	EVIDENCE TAG W/LABEL 50PK (6)		00851857	03/13/2023	230350		165.00
	001-100-559	2 STUB GSR COLL KIT 10PK (2)		00851857	03/13/2023	230350		150.00
	001-100-559	SUSPECT DNA COLL KIT 25PK (2)		00851857	03/13/2023	230350		165.00
001	RUSSOM'S GULF COAST INC	232030	04/04/2023	03/29/2023			400.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	VALVE;FUEL;QK CONNECT:HARLEY		222634	02/15/2023	230530		61.99
	001-100-570	FUEL PUMP ASSY: HARLEY		222634	02/15/2023	230530		190.99
	001-100-570	KIT-FUEL LINE (2): HARLEY		222633	02/15/2023	230355		147.98
001	TJ'S CUSTOM APPAREL	232031	04/04/2023	03/29/2023			67.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-535	SET UP CHARGE: RECREATION		13737	09/01/2022	221198		20.00
	001-170-535	EMBROIDER SHIRTS (7)		13737	09/01/2022	221198		47.04
001	SITEONE LANDSCAPE SUPPLY LLC	232032	04/04/2023	03/29/2023			223.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	DYED RED MULCH 2CF BAG (70)		1276366220	03/16/2023	230618		223.58
FUND TOTAL	1 Claims	to	Checks	49 Total	175,712.82	Manual	Held	Total 175,712.82

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
002	SEYMOUR ENGINEERING PLLC Account Number 002-655-603	232039	04/04/2023	03/29/2023			3,000.00	
	Description CONSTRUCTION ADMIN 20%			Invoice # 8711	Date 03/28/2023	P.O.	Amount	3,000.00
002	BOTTOM 2 TOP CONSTRUCTION LLC Account Number 002-655-675	232040	04/04/2023	03/29/2023			242,818.19	
	Description SEACLIFFE ROADWAY IMPS			Invoice # 2	Date 03/29/2023	P.O.	Amount	242,818.19
FUND TOTAL	2 Claims to	Checks	2 Total	245,818.19	Manual		Held	Total 245,818.19

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	AGJ SYSTEMS & NETWORKS INC	232027	04/04/2023	03/29/2023			1,914.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	16 PORT POE SWITCH		103211	03/16/2023	230625		298.50
	156-100-799	INDOOR WAP (5)		103211	03/16/2023	230625		1,192.50
	156-100-799	CLOUD KEY		103211	03/16/2023	230625		298.50
	156-100-799	INSTLN HARDWARE INCLUDED		103211	03/16/2023			125.00
156	AUDIOWAVE INC	232034	04/04/2023	03/29/2023			15,786.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	REMOTE NODE (2): U# 24/25		A56263	03/20/2023	230523		478.00
	156-100-799	HARNESS FOR KNODE (2)		A56263	03/20/2023	230523		90.00
	156-100-799	LINK KIT (2)		A56263	03/20/2023	230523		658.00
	156-100-799	SYNC MOD ANTENNA (2)		A56263	03/20/2023	230523		534.00
	156-100-799	B/W UNDERCOVER LED (8)		A56263	03/20/2023	230523		720.00
	156-100-799	COLLAR KIT (4)		A56263	03/20/2023	230523		24.00
	156-100-799	PMP SINGLE SHROUD (4)		A56263	03/20/2023	230523		88.00
	156-100-799	BLUE LIGHTS (4)		A56263	03/20/2023	230523		480.00
	156-100-799	SHIPPING: EQUIP 2002 FORDS		A56263	03/20/2023	230523		50.00
	156-100-799	EMP 4" STUD BLUE LED (12)		A56232	03/16/2023	230502		1,440.00
	156-100-799	BLUE HIDEAWAYS LED (12)		A56232	03/16/2023	230502		1,188.00
	156-100-799	SSSPLIT VISOR INTERIOR (3)		A56232	03/16/2023	230502		4,200.00
	156-100-799	PMP DUAL SHROUDS (6)		A56232	03/16/2023	230502		150.00
	156-100-799	ETSS100J SPEAKER (3)		A56232	03/16/2023	230502		750.00
	156-100-799	EMP 4" QUICK BLUE LED (36)		A56232	03/16/2023	230502		4,320.00
	156-100-799	CHDM185 HAVIS BRACKET		A56232	03/16/2023	230502		179.00
	156-100-799	MAG MOUNT		A56232	03/16/2023	230502		252.00
	156-100-799	FREIGHT:U# 12803;18407;18409		A56232	03/16/2023	230502		185.00
FUND TOTAL 156 Claims		to	Checks	2 Total	17,700.50	Manual	Held	Total 17,700.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	SUNBELT FIRE INC	232009	04/04/2023	03/29/2023			16,818.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	160-161-702	ASCENDER QUICK ROLL RT (2)	337354	03/07/2023	230109		212.00	
	160-161-702	HARNESS ATOM ACCESS MED (2)	337354	03/07/2023	230109		1,020.00	
	160-161-702	HARNESS ATOM ACCESS LG (2)	337354	03/07/2023	230109		1,020.00	
	160-161-702	HELMET ZENITH X RED (4)	337354	03/07/2023	230109		596.00	
	160-161-702	SKED RESCUE SYSTEM COBRA	337354	03/07/2023	230109		820.00	
	160-161-702	KIT DOUBLE CLUTCH TTRS	337354	03/07/2023	230109		4,151.00	
	160-161-702	SYS EXTRICATION-BRidle SPEC	337354	03/07/2023	230109		1,899.00	
	160-161-702	SYSTEM LIFTING BRIDLE	337354	03/07/2023	230109		340.00	
	160-161-702	SYSTEM AZTEK PRO SERIES (2)	337354	03/07/2023	230109		948.00	
	160-161-702	ROLL N LOCK (4)	337354	03/07/2023	230109		286.00	
	160-161-702	LANYARD STC PRO 30" W/TERM(4)	337354	03/07/2023	230109		100.00	
	160-161-702	LANYARD STC PRO 24" W/TERM(4)	337354	03/07/2023	230109		96.00	
	160-161-702	KIT 13MM DOUBLE CLUTCH TTRS	337354	03/07/2023	230109		4,160.00	
	160-161-702	GLOVES RAPPEL LARGE (4)	337354	03/07/2023	230109		220.00	
	160-161-702	PULLY PROSWIVEL 1.5" (2)	337354	03/07/2023	230109		280.00	
	160-161-702	PULLEY PROSWIVEL 1.5" (2)	337354	03/07/2023	230109		190.00	
	160-161-702	FOOT LOOP ADJUSTABLE (4)	337354	03/07/2023	230109		180.00	
	160-161-702	SHIPPING	337354	03/07/2023	230109		300.00	
FUND TOTAL 160 Claims	to	Checks	1 Total	16,818.00	Manual	Held	Total	16,818.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	ULINE INC	232023	04/04/2023	03/29/2023			7,280.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	OUTDR STD PARK BOX GRILL (5)		160930686	03/09/2023	230615	1,650.00	
	171-176-779	6' WOOD-STL PICNIC TABLE (5)		160930686	03/09/2023	230615	5,150.00	
	171-176-779	SHIPPING: SHEPARD ST PARK		160930686	03/09/2023	230615	480.88	
FUND TOTAL 171 Claims	to	Checks	1 Total	7,280.88	Manual	Held	Total	7,280.88

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	231948	04/04/2023	03/28/2023			9,369.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		MAR 2023	03/21/2023			9,369.31
FUND TOTAL 172 Claims	to	Checks	1 Total	9,369.31	Manual		Held	Total 9,369.31

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	C SPIRE WIRELESS	231847	04/04/2023	03/21/2023			51.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	02/28/2023			51.80
176	AT&T	231941	04/04/2023	03/28/2023			540.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MTHLY SERVICE 2 LINES		2284972244	03/14/2023			540.25
176	AD2 INC	231949	04/04/2023	03/28/2023			655.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE MAR 2023		3955	03/15/2023			36.50
	176-170-699	SHOPPING CART		3955	03/15/2023			268.50
	176-170-699	WEB SITE MAINT 2/15-3/14/23		3955	03/15/2023			350.00
176	COCA COLA BOTTLING CO UNITED INC	231950	04/04/2023	03/28/2023			146.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	CS 200Z BARQS (1)		3447268206	03/03/2023			30.00
	176-170-541	CS 200Z DIET COKE (1)		3447268206	03/03/2023			30.00
	176-170-541	CS 200Z SPORTS DRINK (1)		3447268206	03/03/2023			26.00
	176-170-541	CS 200Z SPRITE (1)		3479103507	03/24/2023			30.00
	176-170-541	CS 200Z COKE (1)		3479103507	03/24/2023			30.00
176	SPARKLIGHT	231968	04/04/2023	03/28/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	APR 2023: SSP#136075116		03232023	03/23/2023			127.95
176	SPARKLIGHT	231969	04/04/2023	03/28/2023			256.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	APR 2023:SSP INET#132698937		03202023	03/20/2023			256.89
176	SINGING RIVER ELECTRIC COOPERATIVE	231978	04/04/2023	03/28/2023			2,483.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		03192023	03/24/2023			2,137.94
	176-170-631	HOUSE 76855002		03192023	03/24/2023			50.12
	176-170-631	SSP WELCOME CENTER 108928002		03192023	03/24/2023			269.86
	176-170-631	DUMP STATION 109931001		03192023	03/24/2023			25.10
176	CUPIT SIGNS OF MISSISSIPPI INC	232021	04/04/2023	03/29/2023			356.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	7X12 METAL SIGN(36): SSP TRLS		35349B	03/23/2023	230635		329.40
	176-170-559	9X12 REFLECTIVE ALUM SIGN		35349B	03/23/2023	230635		26.75
176	PERKINS TIRE & POLARIS	232033	04/04/2023	03/29/2023			449.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	ASM MOTOR STARTER: POLARIS		49251	03/14/2023	230631		449.99
FUND TOTAL 176 Claims to		Checks	9 Total	5,067.05	Manual		Held	Total 5,067.05

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
177	SEYMOUR ENGINEERING PLLC Account Number 177-176-762	232038	04/04/2023	03/29/2023			13,760.00	
		Description		Invoice #	Date	P.O.	Amount	
		ENG DESIGN/BIDDING 10%		8710	03/28/2023		13,760.00	
FUND TOTAL 177 Claims	to	Checks	1 Total	13,760.00	Manual	Held	Total	13,760.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
250	FIRST NATIONAL BANK TRUST DEPT	231956	04/04/2023	03/28/2023			224,059.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	250-680-801	PRN PMT: S2018 REV BOND		05012023	03/15/2023		160,000.00	
	250-680-811	INT PMT: S2018 REV BOND		05012023	03/15/2023		64,059.38	
FUND TOTAL 250 Claims	to	Checks	1 Total	224,059.38	Manual		Held	Total 224,059.38

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	ALLRED STOLARSKI ARCHITECTS PA Account Number 304-510-762	231994	04/04/2023	03/29/2023			3,995.00	
	Description GEOTECHNICAL: P-ARTS CENTER			Invoice # 202173-01	Date 03/17/2023	P.O.	Amount 3,995.00	
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-763	232036	04/04/2023	03/29/2023			19,675.00	
	Description TO #6: AMPHITHEATER			Invoice # 8708	Date 03/28/2023	P.O.	Amount 19,675.00	
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-755	232041	04/04/2023	03/29/2023			224,356.75	
	Description AMPHITHEATER CONST 15%			Invoice # 2	Date 03/28/2023	P.O.	Amount 224,356.75	
FUND TOTAL 304 Claims to		Checks	3 Total	248,026.75	Manual	Held	Total	248,026.75

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	SEYMOUR ENGINEERING PLLC	232037	04/04/2023	03/29/2023			17,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	361-726-787	CONST ADMIN/RPR 20%		8709	03/28/2023			17,600.00
FUND TOTAL 361 Claims	to	Checks	1 Total	17,600.00	Manual		Held	Total 17,600.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	231772	04/04/2023	03/15/2023			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		03092023	03/09/2023			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		03092023	03/09/2023			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		03092023	03/09/2023			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		03092023	03/09/2023			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		03092023	03/09/2023			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		03092023	03/09/2023			9,665.99
400	C SPIRE WIRELESS	231848	04/04/2023	03/21/2023			47.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONE		0030759348	02/28/2023			47.59
400	ANSER	231849	04/04/2023	03/21/2023			619.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE:3/15-4/11/23		277-031523	03/15/2023			500.00
	400-650-698	553 AGENT MTS:2/15-3/14/23		277-031523	03/15/2023			119.48
400	AT&T	231850	04/04/2023	03/21/2023			67.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICES		2284972276	03/06/2023			67.84
400	AT&T	231940	04/04/2023	03/28/2023			9.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	03/14/2023			9.14
400	2018-2019 BOND DEBT SERVICE FUND	231951	04/04/2023	03/28/2023			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	APR 2023: 2018 BOND DS		04012023	04/01/2023			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	231952	04/04/2023	03/28/2023			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	APR 2023: 2019 BOND DS		04012023	04/01/2023			32,000.00
400	JACKSON COUNTY UTILITY AUTHORITY	231953	04/04/2023	03/28/2023			238,372.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	APR 2023 TREATMENT CHGS		2095	04/01/2023			238,372.00
400	MISSION COMMUNICATIONS LLC	231954	04/04/2023	03/28/2023			1,857.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: ISLE OF PINES		1074068	03/13/2023			371.40
	400-651-698	RENEWAL: LOUIS ALEXIS		1074068	03/13/2023			371.40
	400-651-698	RENEWAL: SOUNDVIEW		1074068	03/13/2023			371.40
	400-651-698	RENEWAL: OST WEST		1074068	03/13/2023			371.40
	400-651-698	RENEWAL: GRAVELINE @ CSV RR		1074068	03/13/2023			371.40
400	CADENCE EQUIPMENT FINANCE	231955	04/04/2023	03/28/2023			143,724.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-831	WATER METERS 002-0070322-002		731360	03/14/2023			143,724.87

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SPARKLIGHT	231970	04/04/2023	03/28/2023			106.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	APR 2023: UTY #107663106		03232023	03/23/2023			106.55
400	SINGING RIVER ELECTRIC COOPERATIVE	231979	04/04/2023	03/28/2023			2,087.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		03142023	03/21/2023			26.15
	400-651-631	LIFT STATION 20649		03142023	03/21/2023			889.62
	400-651-631	LIFT STATION 28779		03142023	03/21/2023			87.83
	400-651-631	SCHOONER WELL 20688		03122023	03/17/2023			882.90
	400-651-631	LIFT STATION 20688		03122023	03/17/2023			201.29
400	SINGING RIVER ELECTRIC COOPERATIVE	231982	04/04/2023	03/28/2023			5,222.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		03172023	03/22/2023			65.28
	400-651-631	LIFT STNS 89702001		03172023	03/22/2023			25.00
	400-651-631	LIFT STNS 17881		03172023	03/22/2023			2,468.67
	400-651-631	WATER WELLS 17881		03172023	03/22/2023			2,663.05
400	SINGING RIVER ELECTRIC COOPERATIVE	231983	04/04/2023	03/28/2023			7,312.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		03182023	03/23/2023			45.00
	400-651-631	LIFT STATIONS 17882		03182023	03/23/2023			1,972.92
	400-651-631	WATER WELLS 17882		03182023	03/23/2023			3,400.91
	400-651-631	CITY HALL SOUTH 17882		03182023	03/23/2023			1,893.27
400	SINGING RIVER ELECTRIC COOPERATIVE	231984	04/04/2023	03/28/2023			4,016.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		03192023	03/24/2023			228.39
	400-651-631	LIFT STNS 17883		03192023	03/24/2023			2,138.94
	400-651-631	LIFT STNS 17884		03192023	03/24/2023			867.53
	400-651-631	LIFT STN 114260001		03192023	03/24/2023			781.31
400	FUELMAN	231991	04/04/2023	03/30/2023			91.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64028081	03/20/2023			91.00
400	FUELMAN	231993	04/04/2023	03/30/2023			290.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64061825	03/27/2023			290.16
400	COG DEPOSITORY ACCOUNT	231995	04/04/2023	03/29/2023			5,093.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR MEMS WIRE: FUND 001		03292023	03/29/2023			5,093.36
400	REYNOLDS WHOLESALE CO	232005	04/04/2023	03/29/2023			59.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-510	FLOOR WAX GAL (2)		74120	03/23/2023	230658		59.90

Docket of Claims
Release date from 04/04/2023 thru 04/04/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN PIPE & SUPPLY CO INC	232012	04/04/2023	03/29/2023			1,400.15	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	8" FLANGE PK W/ RBBR GSKT(6)	7754045-00	03/13/2023	230611		123.00	
	400-651-581	BLUE MARK FLAG 100/PK (20)	7754045-00	03/13/2023	230611		313.80	
	400-651-581	GAL BLUE PIPE GSKT LUBE (12)	7711416-00	03/06/2023	230342		237.00	
	400-651-581	QT SOIL PIPE GSKT LUBE (12)	7711416-00	03/06/2023	230342		81.00	
	400-651-581	8X2 BRASS SADDLE C900 PVC(5)	6999909-03	03/16/2023	221168		645.35	
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	232014	04/04/2023	03/29/2023			6,506.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	REPR 75HP MOTOR: BEASLEY WELL	45954	03/15/2023	230619		3,942.00	
	400-651-581	REPR 75HP MOTOR: BEASLEY SPRE	45955	03/15/2023	230630		2,564.00	
400	CONSOLIDATED PIPE & SUPPLY	232016	04/04/2023	03/29/2023			1,093.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	4 SB FC CLAMP (4)	3729395001	02/08/2023	230278		472.00	
	400-651-583	2 SB CLAMP (6)	3729395001	02/08/2023	230278		621.00	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	232019	04/04/2023	03/29/2023			500.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	7' CAT-5E ENET CBL BLUE(3)	3532555795	03/08/2023	230606		8.37	
	400-650-500	25' CAT-5E ENET CBL BLUE(3)	3532555795	03/08/2023	230606		31.95	
	400-650-703	LEATHER B/T MANAGER CHAIR(2)	3532555795	03/08/2023	230606		459.98	
400	J H WRIGHT & ASSOCIATES INC	232035	04/04/2023	03/29/2023			4,185.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	LIBERTY 3HP PUMP: LS-23	450559	03/23/2023	230614		3,675.00	
	400-651-584	MISSION RF412 ANTENNA: LS-19	450565	03/23/2023	230640		95.00	
	400-651-584	MSN RF412 ANTENNA(4): LS SPRS	450565	03/23/2023	230640		380.00	
	400-651-584	SHIPPING	450565	03/23/2023	230640		35.00	
FUND TOTAL 400 Claims to		Checks	24 Total	522,088.51	Manual	Held	Total	522,088.51

Docket of Claims
Release date from 04/04/2023 thru 04/04/2023

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	49 Total	175,712.82 Manual	Held	Total	175,712.82
FUND 2 Claims	to	Checks	2 Total	245,818.19 Manual	Held	Total	245,818.19
FUND 156 Claims	to	Checks	2 Total	17,700.50 Manual	Held	Total	17,700.50
FUND 160 Claims	to	Checks	1 Total	16,818.00 Manual	Held	Total	16,818.00
FUND 171 Claims	to	Checks	1 Total	7,280.88 Manual	Held	Total	7,280.88
FUND 172 Claims	to	Checks	1 Total	9,369.31 Manual	Held	Total	9,369.31
FUND 176 Claims	to	Checks	9 Total	5,067.05 Manual	Held	Total	5,067.05
FUND 177 Claims	to	Checks	1 Total	13,760.00 Manual	Held	Total	13,760.00
FUND 250 Claims	to	Checks	1 Total	224,059.38 Manual	Held	Total	224,059.38
FUND 304 Claims	to	Checks	3 Total	248,026.75 Manual	Held	Total	248,026.75
FUND 361 Claims	to	Checks	1 Total	17,600.00 Manual	Held	Total	17,600.00
FUND 400 Claims	to	Checks	24 Total	522,088.51 Manual	Held	Total	522,088.51
Total for all Funds		Checks	95 Total	1,503,301.39 Manual	, Held	Total	1,503,301.39

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:

April 4, 2023

Title:

Approval of Minutes from the Recessed Council Meeting held March 21, 2023

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from the Recessed Council Meeting held March 21, 2023

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Second Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2023

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held March 21, 2023 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

**Tuesday
March 21, 2023
Gautier, Mississippi**

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held March 21, 2023 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

Those present were Mayor Casey Vaughan, Council Members Adam Colledge, Cameron Goerge, Richard Jackson, Gordon Gollott, Rusty Anderson, and Dante Elbin. Also present were Paula Yancey, City Manager; Teresa Montgomery, City Clerk; Scott Ankerson, assistant City Manager; Josh Danos, City Attorney and other concerned citizens.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
March 21, 2023 @ 6:30 PM**

I. Call to Order

- 1. Prayer**
- 2. Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

- 1. Tasty Thursday will be March 23rd, starting at 11am at the former Singing River Mall Property.**
- 2. City of Gautier's Easter Egg Hunt will be March 25th beginning at 6pm, followed by Movie Night, featuring Rumble, at 7pm, located at the former Singing River Mall Property.**

IV. Presentation Agenda

- 1. A Proclamation recognizing Intellectual and Developmental Disabilities Awareness Month**
- 2. Presentation recognizing the top 10 in the Amazing Shake Competition**

V. Business Agenda

1. **Approval of a Professional Services Agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Bath House Project**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. **Consideration of a Rezoning of Property from a C-2 Community Commercial to R-1 Low Density Single-Family Residential located at Lot 1, Lark Drive Subdivision, Gautier, MS, PID #85905801.000 (GPC Case No. 23-04-RZ)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. **Consider a request for a five-foot (5') variance to side-yard setback requirements and a two-foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District, located at 813 Roys Road, Gautier, MS (GPC #23-05-VAR)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. **Approval of the Docket of Claims**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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VI. Consent Agenda (All items approved in one motion)

1. **Approval of Minutes from Regular Council Meeting held March 7, 2023**
2. **Receive February 2023 Privilege License Report**
3. **Authorization to accept a monetary donation for two benches at George Martin City Park's Playground area from Gautier Community Pride, Inc.**
4. **Authorization to accept a monetary donation from Gautier Pride, Inc. for the City of Gautier's Lights and Lagniappe on the Bayou**
5. **Approval of the Annual Renewal Contract with Singing River Services for the Life Care Plus Program**
6. **Authorization to enter into a Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Citywide Lift Station Upgrades Project**
7. **Authorization to enter into a Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Main Rehabilitation Project**

8. **Request to waive the pavilion rental fees at Bacot Park Basketball Pavilion for South Mississippi Housing Authority No. VIII for its Strong Family Community Outreach Initiative**

VII. STUDY AGENDA

1. **Discuss Citizen Comments**
2. **Discuss Council Comments**
3. **Discuss City Manager Comments**
4. **Discuss City Clerk Comments**
5. **Discuss City Attorney Comments**

Adjourn until April 4, 2023 at 6:30pm
www.gautier-ms.gov

Mayor Vaughan called the Meeting to order at 6:30pm.

Councilman Gollott made the motion to approve the agenda order, as presented.
Councilman George seconded the motion. The vote was carried unanimously.

Announcements

1. Tasty Thursday will be March 23rd, starting at 11am at the former Singing River Mall Property.
2. City of Gautier's Easter Egg Hunt will be March 25th beginning at 6pm, followed by Movie Night, featuring Rumble, at 7pm, located at the former Singing River Mall Property.

Presentation

1. A Proclamation recognizing Intellectual and Developmental Disabilities Awareness Month
 2. Presentation recognizing the top 10 in the Amazing Shake Competition
-



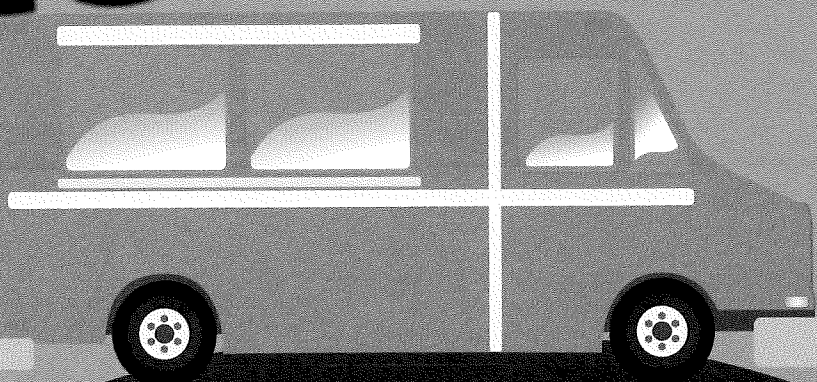
GAUTIER PRESENTS

TASTY THURSDAY!

23

MAR

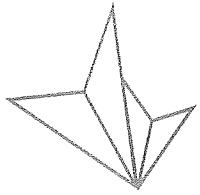
11 AM



**GOOD EATS FROM AWESOME
FOOD TRUCKS**

**Havens , Burger Box, Keepin it Tasty, Frankie Faye's
Meatbawls, Los Sarapes, The Peanut Man, Mama Red's Grill
Sugar Beans, Mann's Kettle Corn, Bryan's Steamer
Granny's Delicious Hotdogs, Manna Time, Sippin Slush,
Kickin' Lickin' Good**

**SINGING RIVER MALL PROPERTY
2800 HWY 90 GAUTIER, MS**



City of Gautier 12th Annual EASTER EGG HUNT

Saturday , March 25th
Singing River Mall Property
6:00 P.M.

Ages 1-10

*Free pictures w/ Easter Bunny, Easter Egg Hunt, and an outdoor movie
on the big screen featuring: Rumble*

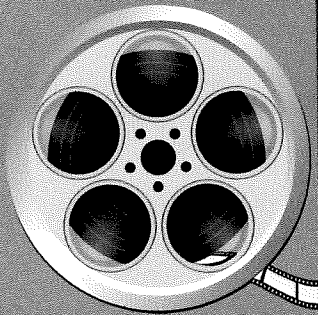


CITY OF GAUTIER OUTDOOR MOVIE NIGHT

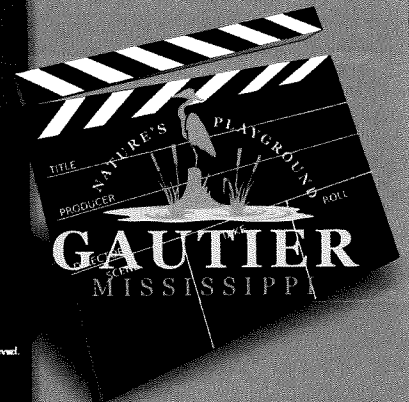
THE BIGGEST UNDERDOG STORY EVER



EASTER EGG
HUNT
STARTS AT
6PM



FREE
EVENT



SATURDAY MARCH 25TH 7:00 PM

BRING YOUR LAWN CHAIRS & BLANKETS AND ENJOY A MOVIE ON THE
BIG SCREEN SR MALL PROPERTY 2800 HWY 90

CITY OF GAUTIER PROCLAMATION

A Proclamation Recognizing Intellectual and Developmental Disabilities Awareness Month

Whereas, more than 47,000 children and adults in the state of Mississippi have an intellectual or developmental disability; and

Whereas, people with intellectual or developmental disabilities share the same desires as other Mississippians including goals in education, meaningful work, and an independent community life; and

Whereas, Mississippians with intellectual or developmental disabilities have the ability, and the right to work, worship, learn, and enjoy life wherever they choose; and

Whereas, Mississippians with intellectual or developmental disabilities contribute significantly to their schools, families, relationships, neighborhoods, faith communities, and the workforce; and

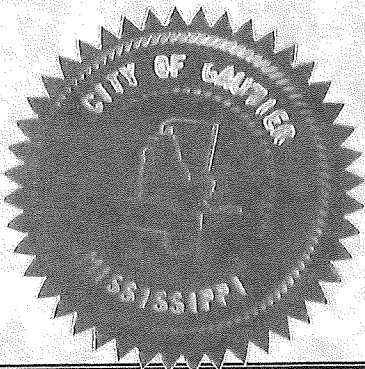
Whereas, people with intellectual or developmental disabilities deserve the total support, respect, and acceptance of all citizens of our state; and

Whereas, all citizens are encouraged to recognize the unique strengths and contributions of people with intellectual or developmental disabilities and that they enrich the state of Mississippi and make it a better place to live for everyone.

NOW, THEREFORE, WE, Casey Vaughan, Mayor, and the Council of the City of Gautier, Mississippi, hereby proclaim the month of March 2023 as

INTELLECTUAL AND DEVELOPMENTAL DISABILITIES AWARENESS MONTH

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 21st, day of March, 2023.



Mayor Casey Vaughan
City of Gautier, Mississippi

Councilman Gollott made the motion to approve the Professional Services Agreement with Goodwyn Mills Cawood, as presented, for work associated with the Shepard State Park Bath House Project. Councilman Anderson seconded the motion. The vote was carried unanimously.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 232-2023

WHEREAS, the City of Gautier requires engineering and other professional services in relation to the Shepard State Park Bath House Project; and

WHEREAS, Goodwyn Mills Cawood has offered to provide these services pursuant to the attached Professional Services Agreement; and

WHEREAS, the scope of work will consist of designing a new bathhouse with laundry facilities at Shepard State Park campground; and

WHEREAS, pursuant to this agreement, Goodwyn Mills Cawood will provide the City with services that include survey, geotechnical investigation, architectural design, structural engineering, electrical engineering, mechanical engineering, plumbing design, bidding and constructing administration services; and

WHEREAS, the design services should take approximately 150 days to complete construction documents; and

WHEREAS, the cost of the contract is not to exceed \$49,500.00; and

WHEREAS, the Mayor and Council Members hereby find that entering this Professional Services agreement is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Bath House Project is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Gollott**, seconded by **Councilman Anderson**, and the following vote was recorded:

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 03/14/2023
Subject: Shepard State Park Bath House Project – Professional Services Agreement
with Goodwyn Mills Cawood

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Bath House Project in an amount not to exceed \$49,500.

BACKGROUND:

The scope of work consists of designing a new bathhouse, with laundry facilities, at the Shepard State Park campground. Campers currently experience long wait times at the small existing bath house, and additional capacity is needed, especially considering the City's expansion plans to add new RV sites.

DISCUSSION:

Goodwyn Mills Cawood will provide the City of Gautier with services that include survey, geotechnical investigation, architectural design, structural engineering, electrical engineering, mechanical engineering, plumbing design, and bidding and construction administration services.

Design services should take approximately 150 days to complete construction documents

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Bath House Project in an amount not to exceed \$49,500.

The City Council may:

1. Approve entering into a professional services agreement, as presented; or
2. Not approve entering into a professional services agreement, as presented.

ATTACHMENTS:

1. Council memo-Goodwyn Mills Cawood PSA for Shepard State Park Bath House
2. 2023-03-13 - Fee Proposal



Goodwyn Mills Cawood

11 North Water Street
Suite 15250
Mobile, Al. 36602

T (251) 460-4006
F (251) 460-4423

www.gmcnetwork.com

March 13, 2023

Ms. April Stennett
Grants and Projects Director
City of Gautier
3330 Highway 90
Gautier, MS 39553

RE: Shepard Park Bath House

April,

Goodwyn Mills and Cawood (GMC) sincerely appreciates the opportunity to present this proposal to provide Architectural services a new bath house for Shepard Park.

PROJECT SCOPE:

The City of Gautier intends to construct a new bath house at the Shepard State Park Campground. The scope of work for this phase includes selective demolition of existing site improvements, miscellaneous site improvements, concrete slab on grade, CMU load-bearing walls, roofing, new doors, new ceilings, new mechanical, new electrical, new flooring and other new Work.

GMC / DESIGN TEAM SCOPE OF WORK:

A/E services for the above referenced project shall include the following detailed scope of work:

Survey:

- a. As-Built/Topographic Survey.

Geotech:

- a. Drilling and Recommendations.
- b. Opinion of cost of construction.

Architectural Design:

- a. Review of currently adopted Building Codes and ADA Guidelines.
- b. Architectural Drawings including but not limited to site plans, floor plans, sections and details of building components and systems.
- c. Architectural Specifications, including bidding and general requirements.
- d. Submit set of Construction Drawings and Specifications to authorities having jurisdiction for review and comment.
- e. Opinion of cost of construction.

Structural Engineering:

- a. Structural Design Drawings and Specifications, including, but not limited to:
 - 1) Foundation and Slab Design;
 - 2) Load-Bearing CMU Exterior Walls Design;
 - 3) Pre-Engineered Wood Trusses Design.
- b. Shop drawing review

Electrical Engineering:



- a. Standard power design and coordination with mechanical and plumbing requirements.
- b. Lighting - Power and switching, including egress lighting, exit signs and fixture schedule.
- c. Fire Alarm System - Provided by performance specification.
- d. Low Voltage Systems - Provide outlet and raceway coordination for tenant provided low voltage systems including voice/data, network cabling, A/V, CCTV and security systems.
- e. Complete electrical specifications.

Mechanical Engineering:

- a. HVAC interior components load calculations.
- b. Heating, Cooling and Ventilation distribution design.
- c. Exhaust system design.
- d. Shop drawing review.
- e. Mechanical system specifications.

Plumbing Design:

- a. Sanitary waste and vent system.
- b. Domestic cold and hot water system.
- c. Shop drawing review.
- d. Plumbing system specifications.

Bidding and Construction Administration Services:

- a. Respond to RFI's.
- b. Review shop drawings and submittals.
- c. Review and certify contractor pay applications.
- d. Observation reports will be limited to once per month and conducted in conjunction with the contract pay application. Observations will be to verify construction in general compliance with plans and specifications and the requested payment is acceptable. Additionally, site visits are limited to (1) at time of substantial completion and (1) at time of final completion.

PROFESSIONAL SERVICES FEE, EXPENSES, & DELIVERABLES SCHEDULE:

The fees listed below include on-site observation reports and (2) additional site visits from the Architect.

Survey	\$5,250.00
Geotech	\$4,000.00
Civil	\$2,500.00
Architecture	\$21,700.00
Electrical:	\$5,000.00
HVAC and Plumbing:	\$6,500.00
Structural:	\$4,500.00
<u>Total A/E Design Services</u>	<u>\$49,450.00</u>

PROFESSIONAL SERVICES FEE BREAKDOWN

Our Lump Sum Fee will be billed as follows:

Survey		\$5,250.00
Geotech		\$4,000.00
Design Development Documents	25% of \$40,200.00	\$10,050.00
Construction Documents	40% "	\$16,080.00
Bidding and Negotiation	10% "	\$4,020.00
Submittal Review & Response to RFI's	25% "	\$10,050.00



Total Fee 100%

\$49,450.00

SCHEDULE:

Design services should take approximately 150 days to complete construction documents (plans and specifications) (subject to City of Gautier desired time frame, final scope of work and plan review times required) from the issuance of a Notice to Proceed or Signed Contract.

ADDITIONAL SERVICES:

The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant. GM&C would gladly provide you with cost and fee proposal for any of these services and add them to our fee proposal if requested.

- As-built Architectural Drawings.
- Geotechnical Services
- Material Testing
- Special Inspections
- Environmental Assessments
- Environmental / Hazardous material surveys
- Telecommunications design
- Parking lot lighting design
- FFE design and coordination
- Building commissioning
- Conformed drawings
- Full-time, on site construction representation
- Computer generated color rendering(s)
- Security system design
- Exterior Signage

Additional services will be billed at our standard hourly rates upon written authorization. See hourly rates as listed below.

HOURLY RATES:

Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule is currently in effect, and is subject to annual adjustments which shall not exceed 10% of the rates scheduled herein

Principal	\$250.00/ hour
Senior Architect, Engineer	\$190.00/ hour
Architect, Engineer, Interior Design II	\$175.00/ hour
Architect, Engineer, Interior Design I	\$150.00/ hour
Architect, Engineer Intern II	\$130.00/ hour
Architect, Engineer Intern I	\$110.00/ hour
CADD Technical III	\$140.00/ hour
CADD Technical II/ Draftsman	\$119.00/ hour
CADD Technical I	\$80.00/ hour
Administrative	\$70.00/ hour

REIMBURSABLE EXPENSES:

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD/ BIM software and systems as reimbursable expenses.

The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:



- Printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.
- Costs for shipping documents.
- Costs for document review incurred from authorities having jurisdiction.
- Costs to advertise the project for bidding.
- Automobile travel associated with the project and incurred by our employees will be invoiced at \$0.54/ mile.
- Professional renderings or models requested by the Owner.

SUMMARY:

April, we are excited about this opportunity and look forward to working with you. Please feel free to contact me, at your convenience, to discuss any portion of this proposal.

Sincerely,
GMC, PLLC

Chris Lunsford, AIA, NCARB
Sr. Project Architect / Project Manager - Architecture
Should the above proposal be acceptable please return a signed copy for our files.

Accepted: _____ Date: _____

Councilman Colledge made the motion to approve the rezoning of property, as presented, based on an error in the original zoning, from a C-2 Community Commercial to R-1 Low Density Single-Family Residential located at Lot 1, Lark Drive Subdivision, Gautier, MS, PID #85905801.000 (GPC No. 23-04-RZ). Councilman Gollott seconded the motion. The vote was carried unanimously.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDINANCE NUMBER 269-2023

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE REZONING OF APPROXIMATELY 2.38 ACRES TO R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL; GENERALLY DESCRIBED AS PID #85905801.000; MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; PROVIDING AUTHORITY; MAKING FINDINGS OF FACT; PROVIDING FOR A ZONING MAP AMENDMENT; AND SETTING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, AS FOLLOWS:

SECTION 1. AUTHORITY.

The authority for enactment of this ordinance is Section 17-1-5, Mississippi Code Annotated Section 17-1-15 (1972), Mississippi Statutes.

The City Council of Gautier finds that a rezoning (is necessary. A public hearing was held before the Gautier Planning Commission on March 2, 2023, and the request has been forwarded to the City Council without a recommendation from the Planning Commission regarding the change for a zoning map amendment to adopt the 2.38 acres to R-1 Low Density Single-Family Residential.

SECTION 2. PROPERTY REZONED.

The property generally described as Jackson County, Mississippi Parcel ID #85905801.000, which is comprised of approximately 2.38 acres located at Lot 1, Lark Drive Subdivision, Gautier, MS, is hereby rezoned to R-1 Low Density Single-Family Residential.

SECTION 3. FINDINGS OF FACT.

The City Council finds, by clear and convincing evidence, that there is a mistake and error in the original zoning and that the neighborhood was low density residential, rather than commercial at the time of zoning. The property should be zoned R-1 Low Density Single-Family Residential.

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Gautier is hereby amended to include a change of classification from C-2 Community Commercial to R-1 Low Density Single-Family Residential for the property identified as Jackson County Parcel No. 85905801.000.

SECTION 5. SETTING EFFECTIVE DATE AND APPEAL. This Ordinance shall become effective 30 days after approval by the City Council and signature of the Mayor.

ADOPTED: **March 21, 2023**

Casey Vaughan, Mayor

ATTEST:

Teresa Montgomery, City Clerk

Codification Instructions: Not Codified.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 03/15/2023

Subject: Consider a request for a Property Owner Initiated Rezoning of Property located at Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road, from C-2 Community Commercial to R-1 Low Density Single-Family Residential. (GPC Case No. 23-04-RZ)

REQUEST:

The Planning Department has received a request from Calvin Galloway for a Rezoning of property known as Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road, from C-2 Community Commercial to R-1 Low Density Single-Family Residential. The total acreage of the parcel is approximately 2.38 acres. The application fee of \$300 was paid on December 27, 2022. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

Location: Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road. (See Exhibit A)

Existing Zoning: C-2 Community Commercial. (See Exhibit B)

UDO 5.3.8 C-2, Community Commercial District - Purpose and intent. The purpose of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along transportation collectors such as Gautier-Vancleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

UDO 5.3.3 R-1, Low Density Single-Family Residential District - Purpose and intent. The purpose of this district is to provide areas where the principal use of land is for single-family detached dwelling units and related recreational facilities which complement the area and provide a balanced and attractive residential area. R-1 areas are to be specifically designed to provide for the quiet enjoyment of the uses therein. They should have well defined boundaries and be protected from the encroachment of commercial uses and heavy through traffic.

DATA AND ANALYSIS:

Property requested for Rezoning: Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road.

Location: Ward 5

Current Zoning of the Request Property: C-2 Community Commercial

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Low Density Residential. (See Exhibit D)

Surrounding Zoning: C-2 Community Commercial to the North, South and East. Low Density Single-Family Residential to the West.

HISTORY:

This property is vacant and currently zoned C-2 Community Commercial.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the "Criteria for Approval" from the UDO, if applicable.

There was a mistake in the original zoning; **or**

The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

RECOMMENDATION:

The request has been forwarded to the City Council without a recommendation.

The City Council may:

Approve to Rezone the subject area from C-2 Community Commercial to R-1 Low Density Single-Family Residential or

Deny the Rezoning.

ATTACHMENTS:

1. Excerpt GPC Meeting 3.2.23 (#23-04-RZ)
2. Complete Packet 23-04-RZ

Excerpt from March 2, 2023, Planning Commission Meeting:

The Planning Department has received a request from Calvin Galloway for a Rezoning of property known as Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road, from C-2 Community Commercial to R-1 Low Density Single-Family Residential. The total acreage of the parcel is approximately 2.38 acres. (GPC Case No. 23-04-RZ)

Scott Ankerson, Planning Director, gave a brief overview of the case.

Chairman Jamison asked Mr. Ankerson how a mistake in the zoning would be proven.

Mr. Ankerson stated that would be for the Planning Commission to decide after hearing what the applicant presented. Mr. Ankerson said he did not find a mistake in the original zoning.

REQUEST:

The Planning Department has received a request from Calvin Galloway for a Rezoning of property known as Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road, from C-2 Community Commercial to R-1 Low Density Single-Family Residential. The total acreage of the parcel is approximately 2.38 acres. The application fee of \$300 was paid on December 27, 2022. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

1. Location: Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road. (See Exhibit A)

2. Existing Zoning: C-2 Community Commercial. (See Exhibit B)

UDO 5.3.8 C-2, Community Commercial District - Purpose and intent. The purpose of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along transportation collectors such as Gautier-Vancleave. The co-location of professional services and

civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

UDO 5.3.3 R-1, Low Density Single-Family Residential District - Purpose and intent. The purpose of this district is to provide areas where the principal use of land is for single-family detached dwelling units and related recreational facilities which complement the area and provide a balanced and attractive residential area. R-1 areas are to be specifically designed to provide for the quiet enjoyment of the uses therein. They should have well defined boundaries and be protected from the encroachment of commercial uses and heavy through traffic.

DATA AND ANALYSIS:

Property requested for Rezoning: Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road.

Location: Ward 5

Current Zoning of the Request Property: C-2 Community Commercial

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Low Density Residential. (See Exhibit D)

Surrounding Zoning: C-2 Community Commercial to the North, South and East. Low Density Single-Family Residential to the West.

HISTORY:

This property is vacant and currently zoned C-2 Community Commercial.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the "Criteria for Approval" from the UDO, if applicable.

- A. There was a mistake in the original zoning; **or**
- B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

STAFF RECOMMENDATION:

If recommending approval, Planning Commission shall record that the evidence presented meets all "Criteria for Approval" from the UDO as listed above.

CONCLUSION:

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the Commission may:

1. Recommend that City Council approve to Rezone the subject area from C-2 Community Commercial to R-1 Low Density Single-Family Residential or
2. Recommend that City Council deny the Rezoning.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

Chairman Jamison asked the applicant to present his case.

Calvin Galloway, the applicant, stated that he originally wanted to build a strip mall on the property and rent the building out. After talking to a few people in the area who didn't really like that idea he decided to see if he could split the property into five lots and build houses on them.

Commissioner Decoteau asked Mr. Galloway if he planned to fall back on his original plan for the strip mall if he could not get the property rezoned too Residential.

Mr. Galloway stated that was his plan.

Jeff Holloway, Springridge Road resident, said he would much rather have a house built on the property instead of a business because of the traffic, trash and noise it would attract. He also stated that there was a major drainage problem on Springridge Road and Lark Drive, especially since the lots on Lark Drive have been cleared.

Commissioner Ward advised him to talk to ClearWater Solutions and his Councilman regarding the drainage issue.

Mr. Ankerson explained that if a commercial development were to be brought into the property they would have to insure in the plans and engineering that post-development storm water runoff did not exceed pre-development storm water runoff. Whether they put in retention/detention ponds or swales, they have to let the water off the property at the same rate it ran off before the development. Individual residential lots would need a storm water runoff plan showing where they intended to send the runoff which should be to the City's drainage right-of-way.

Edna Wells, Lark Drive resident, said she objected to the rezoning because five new houses would make the area very congested. She said she would rather see three houses instead of five. She stated that the development would decrease the value of houses that have been there for over 25 years. She also mentioned there was a major flooding problem in the area.

Chairman Jamison reminded Ms. Wells that with the current zoning a strip mall could be built on the property.

Commissioner Ward explained to Ms. Wells that a commercial building could be just as big as five houses and as far as the traffic and parking a commercial building would have a parking lot with traffic coming in and out.

Mr. Ankerson reminded everyone that the request being considered was for rezoning not about how many houses could be built. If the Council approves the request, Mr. Galloway could build as many houses on the property as the Unified Development Ordinance (UDO) will allow him to and they would face Martin Bluff Road. The lot size requirement for R-1 is 9600 square feet.

Dorothy Shaw, Lark Drive resident, asked if all the cleared property was zoned C-2.

Commissioner Ward advised that the entire lot in question was zoned C-2.

Mr. Galloway said that some of the cleared area was zoned Residential. The lot in question runs 500 feet along Martin Bluff Road and is 200 feet deep back down Lark Drive.

For clarity, **Chairman Jamison** asked Ms. Shaw if she was opposed to the rezoning of the property to R-1.

Ms. Shaw said her concerns were the same as Ms. Wells and the Commission had already addressed that. She feels there will be too many houses. She also is very opposed to the property being developed as commercial because of the traffic congestion it would create and it is too close to the residential area.

Arlene Bostic, Lark Drive resident, stated that she owned one of the first houses built on Lark Drive and at that time you had to have a certain amount of land to build on. She wanted to know why that had changed.

Chairman Jamison stated that a certain amount of land was still required for building a house, but the requirements had probably changed since she built her house. When Chairman Jamison asked Ms. Bostic which zoning, she preferred for the property Ms. Bostic stated that she wasn't sure.

Vernon Joseph Williams, Lark Drive resident, stated that he would like to see the property stay Commercial.

Commissioner McManus noted that on the Existing Zoning Map in the packet there were houses on property zoned C-2. She asked Mr. Ankerson how that had happened.

Mr. Ankerson explained that those houses were grandfathered in. In 2010 when the City did a Comprehensive Plan 2030 there was some rezoning done along some of the corridor roads to allow commercial properties.

Commissioner Ward noted that the Future Land Use Map showed the property as Low Density Residential.

When asked by **Chairman Jamison** why the Comprehensive Plan would rezone the area to C-2 and then show the Future Land Use as Low Density Residential, **Mr. Ankerson** said that he wasn't here when the Comprehensive Plan was done and was not sure what their reason might have been.

Commissioner McManus noted that there were other houses along Martin Bluff Road in a C-2 zone that had been grandfathered in. She stated that because these other houses had been there all this time, she did not see where there was proof that the characteristic of the area had changed. She stated that the only difference she saw was the other houses did not back out on Martin Bluff Road.

Commissioner Davis stated that he was concerned about the drainage but thought a commercial development requiring retention/detention ponds would probably help with some of the drainage issues. He also stated that he did not think there had been a change in the characteristic of the area.

Josh Danos, City Attorney, advised that, according to the criteria for a zoning change, if there was not a mistake in the original zoning there should be clear evidence that there was a change in the characteristic of the area and there was a public need for additional property to be zoned in accordance with the request.

Chairman Jamison noted the area had been zoned commercial since 2010 and there were other businesses along Martin Bluff Road. She stated there had not been a change in the characteristic of the area.

Commissioner Decoteau stated that there was more residential on Martin Bluff Road then there was commercial. His opinion was there was a zoning mistake.

Commissioner Ward said he thought it was a zoning mistake. He stated that because of the inconsistency in the zoning change in 2010 and the Future Land Use designation someone must have thought if it didn't work out as commercial it could be zoned back to residential.

Commissioner McManus said she also thought it was a zoning mistake because there is more residential than commercial.

Commissioner Davis asked Mr. Danos if rezoning this one lot might be considered spot zoning. The question might arise as to why not rezone all these areas instead of just this one area. He said it should be looked at comprehensively for all the areas or not at all.

Mr. Danos stated that it depended on the nature of what has been presented and how it is interpreted as to whether or not it would be considered spot zoning.

Mr. Ankerson said that from a Planning standpoint you would need to consider that this was rezoned when the City did a Comprehensive 20-year Plan and Neel-Schaffer, who put together this 20-year Comprehensive Plan, looked at these areas and comprehensively rezoned areas along these arterial roads. They looked at facts such as has the character of the area changed to an extent to warrant a comprehensive rezoning. Looking at that logic Mr. Ankerson doesn't think you could base a rezoning on a mistake in the zoning but rather has the area changed enough to warrant a rezoning.

Commissioners McManus and Decoteau stated they didn't think the residents or the existing houses on Martin Bluff Road were considered when the zoning was changed to C-2.

Commissioner Ward said that one of the questions being asked is if characteristics of the area have changed. There has been no commercial interest in the area for the thirteen years it has been zoned commercial and in his opinion that is a change.

Chairman Jamison asked Mr. Danos if that would be considered a legitimate change in character.

Mr. Danos said he didn't know if they could argue that lack of a change is a change.

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend denying the rezoning request.

Commissioner Davis seconded the motion, and the following vote was recorded:

AYES: Ricky Decoteau
William Davis

NAYS: DeAnna McManus
Josh Ward
Kay C. Jamison

ABSENT: Paul Gainer
Chris Hoover

Motion failed. The request will be sent to Council without a recommendation.

Gautier Planning Commission

Regular Meeting Agenda

March 2, 2023

GPC #23-04-RZ

Calvin Galloway

Lot 1, Lark Drive Subdivision

PID #85905801.000

VII. NEW BUSINESS

1. Consider a request for a Property Owner Initiated Rezoning of Property located at Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road, from C-2 Community Commercial to R-1 Low Density Single-Family Residential. (GPC Case No. 23-04-RZ)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: February 21, 2023

Subject: Consider a request for a Property Owner Initiated Rezoning of Property located at Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road, from C-2 Community Commercial to R-1 Low Density Single-Family Residential. (GPC Case No. 23-04-RZ)

REQUEST:

The Planning Department has received a request from Calvin Galloway for a Rezoning of property known as Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road, from C-2 Community Commercial to R-1 Low Density Single-Family Residential. The total acreage of the parcel is approximately 2.38 acres. The application fee of \$300 was paid on December 27, 2022. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

1. Location: Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road. (See Exhibit A)
2. Existing Zoning: C-2 Community Commercial. (See Exhibit B)

UDO 5.3.8 C-2, Community Commercial District - Purpose and intent. The purpose of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster

together. Community Commercial Districts are located primarily along transportation collectors such as Gautier-Vancleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

UDO 5.3.3 R-1, Low Density Single-Family Residential District - Purpose and intent. The purpose of this district is to provide areas where the principal use of land is for single-family detached dwelling units and related recreational facilities which complement the area and provide a balanced and attractive residential area. R-1 areas are to be specifically designed to provide for the quiet enjoyment of the uses therein. They should have well defined boundaries and be protected from the encroachment of commercial uses and heavy through traffic.

DATA AND ANALYSIS:

Property requested for Rezoning: Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road.

Location: Ward 5

Current Zoning of the Request Property: C-2 Community Commercial

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Low Density Residential. (See Exhibit D)

Surrounding Zoning: C-2 Community Commercial to the North, South and East. Low Density Single-Family Residential to the West.

HISTORY:

This property is vacant and currently zoned C-2 Community Commercial.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the "Criteria for Approval" from the UDO, if applicable.

- A. There was a mistake in the original zoning; **or**
- B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

STAFF RECOMMENDATION:

If recommending approval, Planning Commission shall record that the evidence presented meets all "Criteria for Approval" from the UDO as listed above.

CONCLUSION:

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the Commission may:

1. Recommend that City Council approve to Rezone the subject area from C-2 Community Commercial to R-1 Low Density Single-Family Residential or
2. Recommend that City Council deny the Rezoning.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

23-04-RZ

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	301.00 \$300.00
Major Development	_____	\$100.00
Variance	_____	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant: Calvin Galloway
Name of Business: Calvin Galloway Phone: 228-860-9368
Property Address: Lot 1 Martin Bluff Rd Mailing Address (if Different): 1619 Lark Dr Gautier
E-Mail Address: CSWAY40506@gmail.com
Reason for request, location and intended use of Property: 5-residential homes
Rezone from C-2 to R-1

ATTACHMENTS REQUIRED AS APPLICABLE:

- ☒ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ☒ 2. A detailed project narrative.
- _____ 3. Copy of protective covenants or deed restrictions, if any.
- _____ 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- _____ 5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

Signature of Applicant: Calvin Galloway Date of Application: 12-27-22

FOR OFFICE USE ONLY

Date Received 12/27/22 Verify as Complete B2/SA

Fee Amount Received 301.00 Initials of Employee Receiving Application B2

wants to be on March mtg.

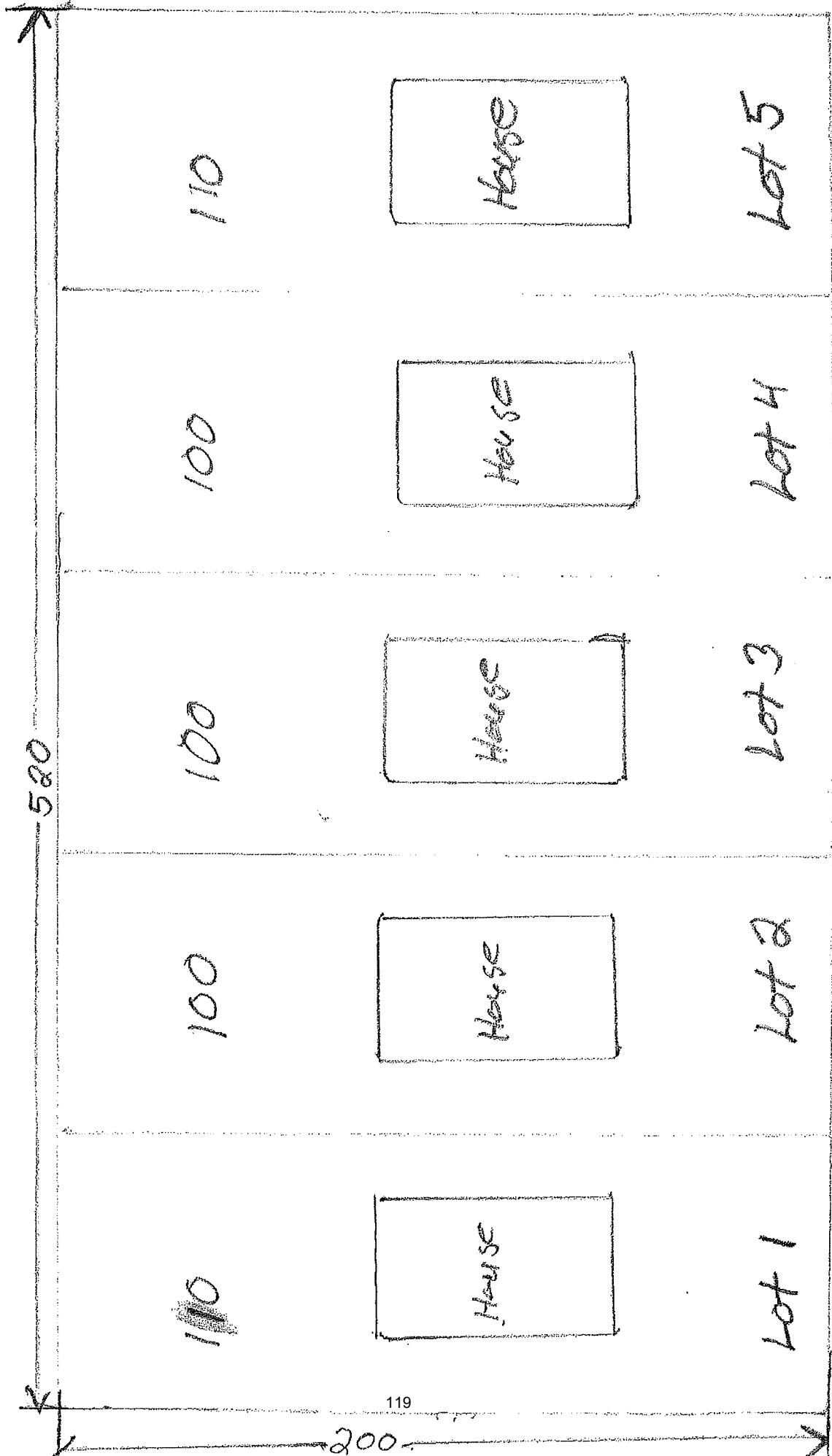
65

City of Gautier

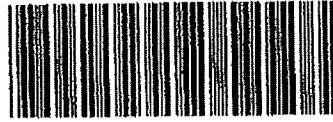
To whom it may concern I Calvin Galloway would like to change my property at the corner of Martin Bluff Road and Lark Dr to residential so I can subdivide the property into 5 lots 100x200 as of now the lot is 520x200, the houses will be around 2500 sq ft where they will fit in nicely with the houses in that neighborhood, my original plans were to put a strip mall on it and rent the buildings out but speaking with some of the residents around there, they did not like that idea

Martin Bluff Rd

Lark Ur



OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$26.00
#202123493 BK:2040 PG:356-358
09/03/2021 01:49:39 PM 3 PGS
RVANHORN,DC Rcpl#24309



202123493 3 PGS

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
Westwinds, LLC
a Mississippi Limited Liability Company
P.O. Box 749
Ocean Springs, MS 39564
(228) 215-1872

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantees:
Calvin Galloway
Sandra Galloway
1619 Lark Drive
Gautier, MS 39553
(228) 860-9368

File No. G218422S

INDEXING INSTRUCTIONS: Lot 1, Lark Drive S/D, Jackson County, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Westwinds, LLC, a Mississippi Limited Liability Company**, does hereby sell, convey and warrant unto **Calvin Galloway and Sandra Galloway**, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lot 1, Lark Drive Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi, in Plat Book 23, at Page 72.

This being the same property as that conveyed to Westwinds, LLC, a Mississippi Limited Liability Company, by instrument recorded in Deed Book 1970, Page 233, Land Deed Records of Jackson County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

Grantor quitclaims any and all oil, gas, and other minerals owned, if any, to Grantees. No mineral search was requested or performed by preparer.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk of Jackson County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

WITNESS MY SIGNATURE, on this the 26 day of August, 2021.

Westwinds, LLC
A Mississippi Limited Liability Company

G. Dickey Arndt
By: G. Dickey Arndt, Managing Member

CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **G. Dickey Arndt**, the duly appointed Managing Member of **Westwinds LLC**, a **Mississippi Limited Liability Company**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of the aforesaid company, after first having been duly authorized so to do.



WITNESS UNDER MY HAND AND OFFICIAL SEAL, on this the 26 day of August, 2021.

Nicholas Jordan
NOTARY PUBLIC

My commission expires: 5/31/25

DEED ACCEPTED BY:

Calvin Galloway

Sandra Galloway

85905801.000 GALLOWAY CALVIN &

PIDN: 85905801.000

GISP: 764.18-00-0046.01

Owner Information

Percent of Ownership: 100

Name: GALLOWAY CALVIN &

Name 2: GALLOWAY SANDRA

Mailing Address: 1619 LARK DR

GAUTIER MS

39553

Site Address: MARTIN BLUFF RD GAUTIER

Land Information

Section: 18

Acreage: 2.38

Township: 7

Range: 6

Street Name MARTIN BLUFF
RD

Value and Tax Information

Total Assessed Value: 2855

Total Appraised Value: 19030

Improvement Value: 0

Land Value: 19030

Tax Amount: 410

SQ FT: 0

Year Built:

Legal Description

Description: LOT 1 LARK DRIVE S/D PB 23-72 DB

2040-356 (46.01 MAP764.18)

Deed Book / Page: 2040 / 356

85905801.000 GALLOWAY CALVIN &

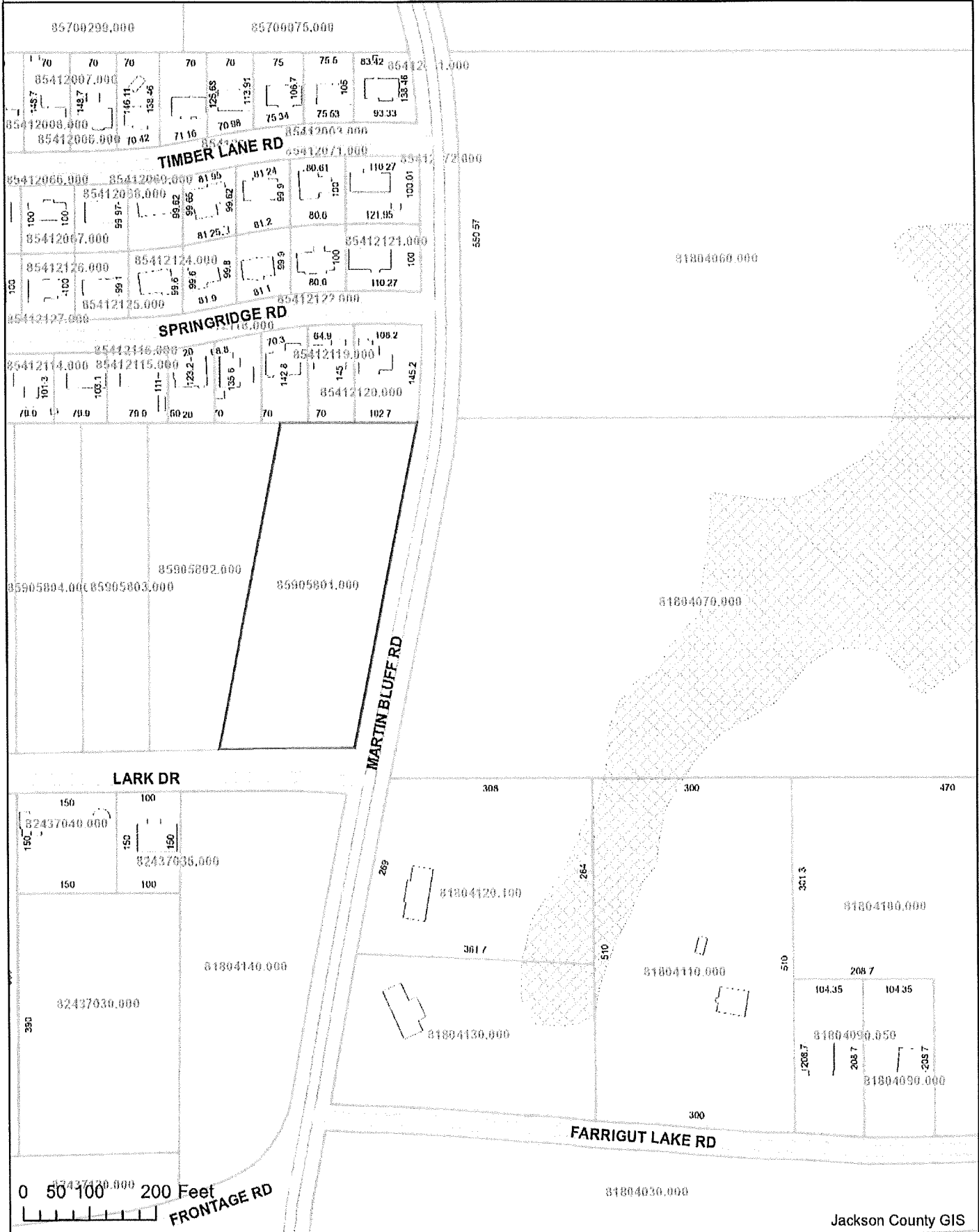


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

	AG
	C-1
	C-2
	C-3
	I-2
	MURC-1
	MURC-2
	MURC-MW
	PL
	PUD
	R-1
	R-2
	R-3
	RE
	TC

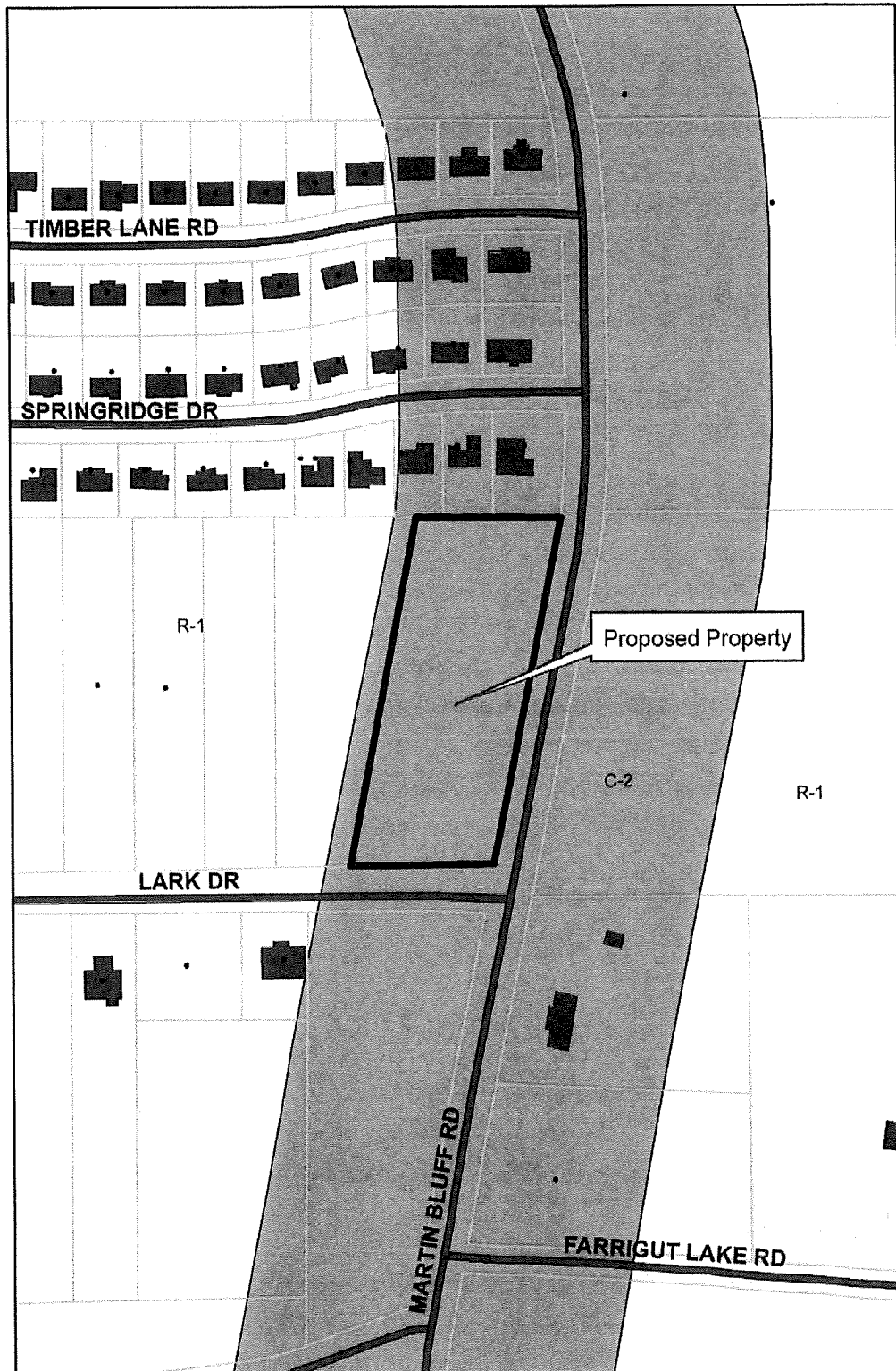


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

- commercial-retail
- conservation
- civic
- industrial
- marina/fish camps
- high density residential
- mobile home
- mobile home park
- medium density residential
- office
- recreation
- very low to low density residential
- utility
- vacant

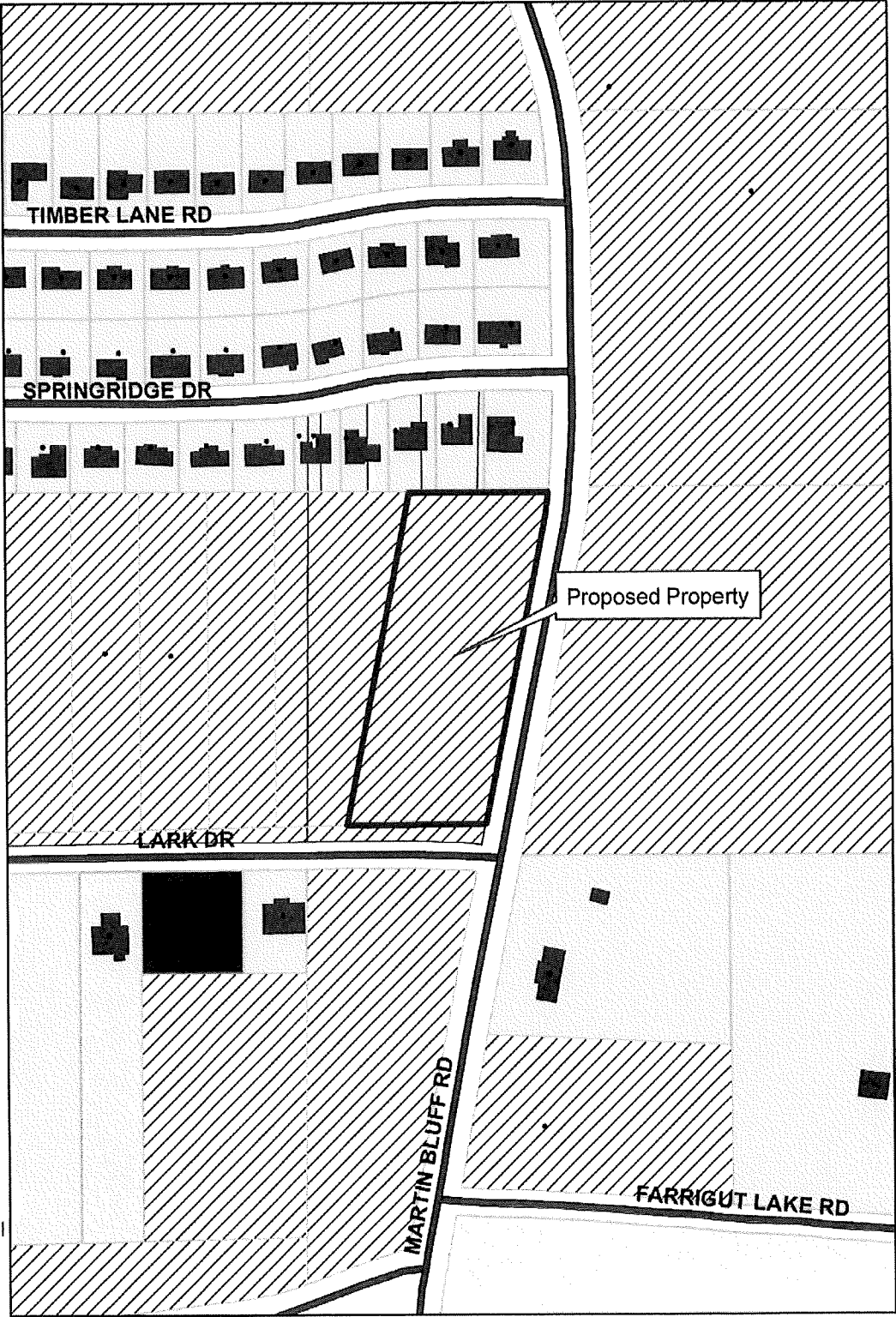


Exhibit D

Future Land-Use

Prepared By:

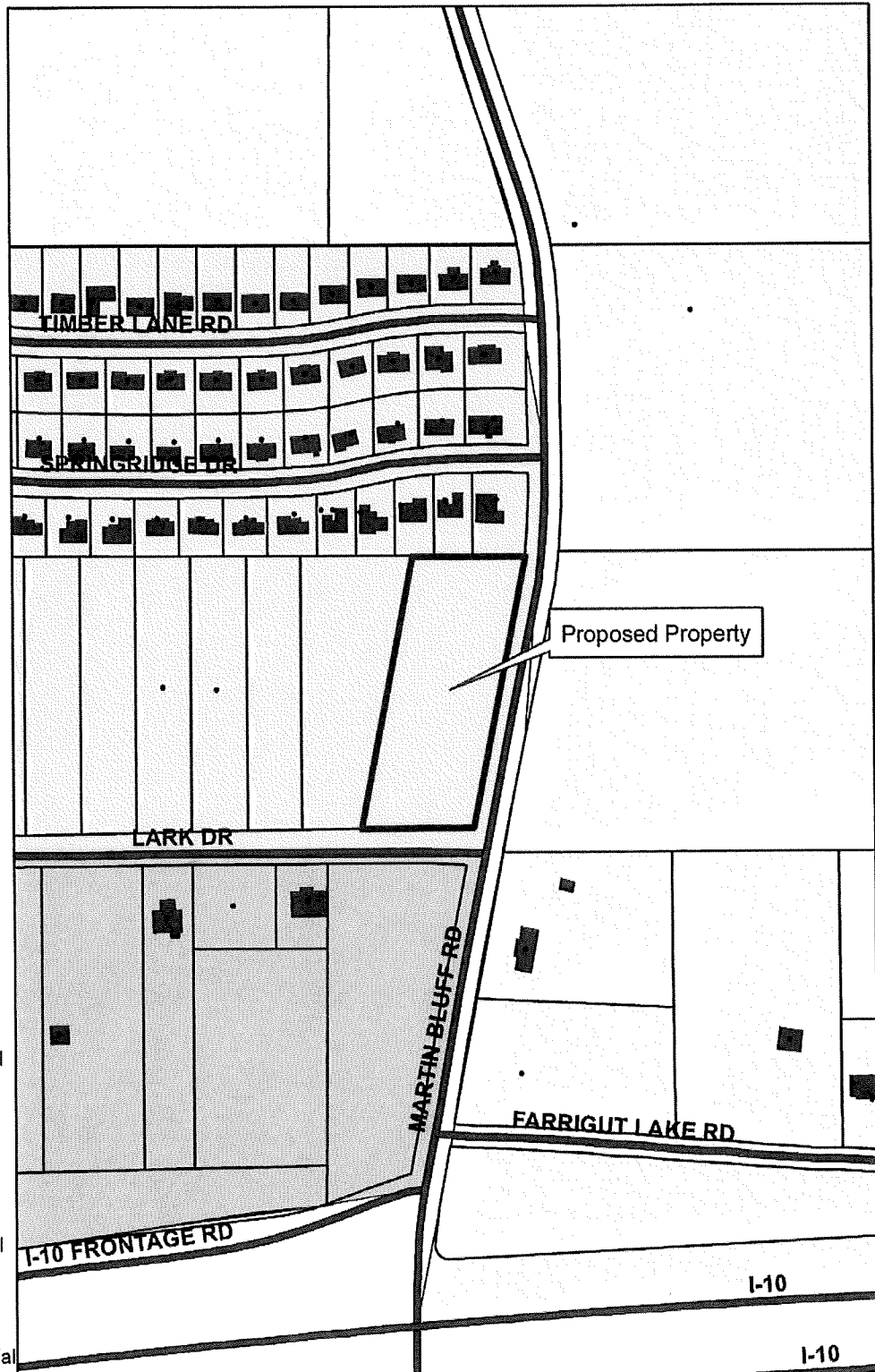
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

-  Civic
-  high impact commercial
-  Conservation
-  High Density Residential
-  Industrial
-  Low Density Residential
-  Medium Density Residential
-  Mobile Home Residential
-  low impact Commercial
-  Recreational
-  recreational commercial
-  Regional Scale Commercial
-  mixed use residential
-  Town Center
-  Very Low Density Residential



Based on the applicant's request, Councilman Anderson made the motion to table the consideration for a five-foot (5') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District, located at 813 Roys Road, Gautier, MS (GPC #23-05-VAR) for the Regular Council Meeting held April 4, 2023, at 6:30pm. Councilman Elbin seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman George seconded the motion. The vote was carried unanimously.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 233-2023

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilman Colledge**, seconded by **Councilman George**, and the following vote was recorded:

AYES:	Casey Vaughan
	Adam Colledge
	Cameron George
	Richard Jackson
	Gordon Gollott
	Rusty Anderson
	Dante Elbin

NAYS:	None
--------------	-------------

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	231710	03/21/2023	03/07/2023			270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIP CHGS	3000652433	652433-21	03/01/2023			270.00
001	TEC	231711	03/21/2023	03/07/2023			372.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1072593	03/01/2023			372.41
001	JACKSON COUNTY ADULT DETENTION CENTER	231712	03/21/2023	03/07/2023			9,555.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	FEB 2023 ADC CHGS		02282023	03/06/2023			9,555.00
001	DELTA SANITATION OF MS LLC	231713	03/21/2023	03/07/2023			285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001289862	02/28/2023			35.00
	001-170-698	BACOT PORT O LET (2)		0001289940	02/28/2023			250.00
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	231714	03/21/2023	03/07/2023			340.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	DEC 2022 ACCT 6006920		202212-1	01/01/2023			340.00
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	231715	03/21/2023	03/07/2023			208.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JAN 2023 ACCT 6006920		202301-1	02/01/2023			208.39
001	SPARKLIGHT	231716	03/21/2023	03/07/2023			96.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	MAR 2023:SR BLDG#120793682		03012023	03/15/2023			96.73
001	SPARKLIGHT	231717	03/21/2023	03/07/2023			171.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAR 2023:#107571481		03012023	03/15/2023			171.70
001	CENTERPOINT ENERGY	231718	03/21/2023	03/07/2023			139.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE:01/25-02/24/23		11000885-1	03/02/2023			69.78
	001-161-630	SOUTH FIRE:01/25-02/24/23		11000999-0	03/02/2023			69.78
001	ACE DATA STORAGE INC	231719	03/21/2023	03/07/2023			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2023 SHREDDING SERVICE		0090067	03/01/2023			150.00
001	SINGING RIVER ELECTRIC COOPERATIVE	231721	03/21/2023	03/07/2023			263.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		02182023	02/24/2023			161.75
	001-170-631	BACOT SPLASHPAD 103751001		02192023	02/24/2023			25.42
	001-170-631	BACOT UPGRADES 113730001		02192023	02/24/2023			46.98
	001-170-631	BACOT 114484001		02192023	02/24/2023			29.17

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	231727	03/21/2023	03/07/2023			3,849.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP63956959	03/06/2023		91.42		
	001-092-525	UNL FUEL	NP63956959	03/06/2023		58.55		
	001-100-525	UNL&DSL FUEL	NP63956959	03/06/2023		2,922.39		
	001-161-525	UNL&DSL FUEL	NP63956959	03/06/2023		473.28		
	001-170-525	UNL FUEL	NP63956959	03/06/2023		265.55		
	001-205-525	UNL FUEL	NP63956959	03/06/2023		38.11		
001	BAGWELL TRUCK AND EQUIPMENT	231741	03/21/2023	03/10/2023			250.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	PERFORM DIAGNOSTICS: ENG 5	1647	02/23/2023		250.00		
001	M & E FEED & SEED	231742	03/21/2023	03/10/2023			267.47	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-514	DOG FOOD (5)	547916	03/01/2023		267.47		
001	STEINER SAW & MOWER	231743	03/21/2023	03/10/2023			250.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	STILHL WEDEATER HEAD (6)	023962	03/01/2023		168.00		
	001-170-639	WEDEATER STRING	023962	03/01/2023		65.00		
	001-170-639	WEDEATER PARTS (3)	023962	03/01/2023		3.00		
	001-170-639	6 PK OIL	023962	03/01/2023		14.00		
001	PASCAGOULA TIRE & SERVICE INC	231744	03/21/2023	03/10/2023			101.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	ALIGNMENT: U# 19688	109056	02/02/2023		79.99		
	001-100-638	FLAT REPR: U# 12456	109421	02/23/2023		22.00		
001	AUTOZONE INC	231745	03/21/2023	03/10/2023			31.64	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	TURTLEWAX WASH N WAX	4907334046	02/17/2023		31.64		
001	AUTO TRUCK AND TRAILER PARTS INC	231746	03/21/2023	03/10/2023			138.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	CUTTING DISC (2): NUT (4)	303570	02/02/2023		11.10		
	001-170-639	DIESEL TREATMENT (2)	303787	02/10/2023		19.40		
	001-170-639	OIL	303903	02/16/2023		54.00		
	001-170-639	OIL	304121	02/27/2023		54.00		
001	HENZE ENTERPRISES INC	231747	03/21/2023	03/10/2023			1,280.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	8 CY RAP: DOLPHIN;TRADEWINDS	31834	03/01/2023		320.00		
	001-201-576	24 CY RAP: FRONTAGE	31834	03/01/2023		960.00		
001	O'REILLY AUTO PARTS	231748	03/21/2023	03/10/2023			1,797.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	RADIATOR CAP: U# 16223	1978276988	01/30/2023		7.64		
	001-205-570	OIL FILTER (2); 5QT OIL (2)	1978277033	01/30/2023		89.56		
	001-205-570	QT OIL (2): CH VEHICLES	1978277047	01/30/2023		18.98		

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	231748	03/21/2023	03/10/2023			1,797.97	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-570	WIPER BLADES (4): CE/MNT VEHS	1978277054	01/30/2023			11.12	
	001-205-570	OIL FILTER; 5QT OIL: CE VEH	1978277092	01/30/2023			24.67	
	001-100-570	CONTROL ARM (2): U# 19688	1978277130	01/31/2023			154.14	
	001-100-570	BATTERY: TRAINING CYCLE	1978277131	01/31/2023			126.34	
	001-205-570	DUST BOOT(2); TRNS FLUID(2)	1978277132	01/31/2023			25.20	
	001-100-570	BATTERY (MOTORCYCLE): HD1	1978277141	01/31/2023			99.69	
	001-205-570	SPINDLE NUT(2); CERAMIC PADS	1978277149	01/31/2023			77.17	
	001-205-570	BRAKE ROTOR(2): CE F150	1978277149	01/31/2023			110.00	
	001-100-570	BATTERY (MOTORCYCLE): HD2	1978277150	01/31/2023			99.69	
	001-205-570	CR RTN: ALT CORE	1978277210	02/01/2023			-10.00	
	001-205-570	BATTERY TERMINAL	1978277213	02/01/2023			5.99	
	001-170-639	BATTERY: DUMP TRAILER	1978277216	02/01/2023			86.18	
	001-205-570	CR RTN: 2 DUST BTS; 2 TRNS FLD	1978277244	02/01/2023			-25.20	
	001-205-570	ROTORS TURNED (2): CE F150	1978277245	02/01/2023			50.00	
	001-100-570	CONTROL ARM: U# 19688	1088437931	02/02/2023			77.07	
	001-100-570	2 OZ SHUDDR FIX: U# 12301	1978277331	02/02/2023			12.49	
	001-100-570	BATTERY TENDER: U# 19665	1978277432	02/03/2023			69.99	
	001-100-570	BATTERY TENDER (2): PD VEHS	1978277458	02/03/2023			139.98	
	001-100-570	CR RTN: CONTROL ARM	1978277790	02/06/2023			-77.07	
	001-100-570	GEAR OIL(2); MCYCLE OIL(5): M1	1978277915	02/07/2023			91.43	
	001-161-638	BLUE DEF: ENG 5	1978277997	02/08/2023			27.99	
	001-100-570	FREON(3); AC SEAL KIT: PD VEHS	1978278026	02/08/2023			60.15	
	001-100-570	FREON(2); TRNS FLD(2): # 17530	1978278449	02/13/2023			47.96	
	001-100-570	BATTERY: U# 19687	1978278466	02/13/2023			139.46	
	001-161-638	ANTIFREEZE (3); KNIFE: ENG 5	1978278501	02/14/2023			39.26	
	001-161-638	HOSE CLMP; FUEL HOSE: ENG 5	1978278501	02/14/2023			8.18	
	001-205-639	QT JACK OIL: HYD FLOOR JACK	1978278520	02/14/2023			7.99	
	001-170-639	MOTOR OIL(12): EXMARK MOWERS	1978278623	02/15/2023			59.88	
	001-161-638	OIL FLTR; QT OIL(6): #89446	1978279342	02/22/2023			35.89	
	001-205-570	OIL FLTR; QT OIL(6): #19415	1978279421	02/22/2023			35.89	
	001-100-570	OIL FLTR; QT OIL(6): #14770	1978279597	02/24/2023			54.27	
	001-100-570	SILVER TAPE: PD VEHS	1978280220	02/28/2023			15.99	
001	DIRECTV LLC	231750	03/21/2023	03/10/2023			195.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	WEST STN: 022727663 (APR)	X230314	03/14/2022			195.00	
001	CANNON PAF LLC	231752	03/21/2023	03/10/2023			42.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	TRNSFR CASE SEAL KIT: #17530	245085	02/28/2023			42.00	
001	LAWN CARE NEAR ME LLC	231753	03/21/2023	03/10/2023			900.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-520	FLOWER BED MAINT: HWY 90	INV-000161	03/06/2023			900.00	
001	SOUTHERN MS PLANNING & DEV DISTRICT INC	231754	03/21/2023	03/10/2023			21,485.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-652	2022 COMM REDEV GRANT REIMB	12754	03/01/2023			21,485.19	

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CIVICPLUS INC	231755	03/21/2023	03/10/2023			19,939.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-799	NEW CITY WEBSITE		254626	02/16/2023			19,939.50
001	46 ENTERTAINMENT INC	231756	03/21/2023	03/10/2023			6,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	CONSULTANT SERVICES		1677	03/05/2023			6,500.00
001	RELX INC DBA LEXISNEXIS	231757	03/21/2023	03/10/2023			123.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FEB 2023 4254VNBSY		3094335655	02/28/2023			123.60
001	CINTAS CORPORATION	231758	03/21/2023	03/10/2023			434.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	FEB 01 2023 MAINT		4145191551	02/01/2023			108.51
	001-205-535	FEB 08 2023 MAINT		4145890534	02/08/2023			108.51
	001-205-535	FEB 15 2023 MAINT		4146592128	02/15/2023			108.51
	001-205-535	FEB 22 2023 MAINT		4147302393	02/22/2023			108.51
001	LOWES HOME CENTERS INC	231759	03/21/2023	03/14/2023			2,750.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	PS GRAIN LEATHER GLOVES		902300	01/25/2023			13.29
	001-090-639	POPLAR BOARD (4): BENCH REPR		901042	01/26/2023			75.92
	001-170-634	BRASS SHUTOFF CONN: WTR LEAK		901193	01/27/2023			10.44
	001-090-639	MED FOAM BRUSH: BENCH REPR		901153	01/27/2023			7.11
	001-090-639	BLK TEXT PAINT: BENCH REPR		902898	01/31/2023			8.54
	001-201-559	REPR TRAFFIC MIRROR: FAIRLEY		901284	01/31/2023			13.26
	001-161-639	PARTS: AIR COMPRESSOR MAINT		901888	02/01/2023			25.46
	001-161-639	PARTS: AIR COMPRESSOR MAINT		901051	02/02/2023			1.43
	001-205-559	BSH 8" DRILL BIT		901152	02/02/2023			8.06
	001-161-639	PARTS: AIR COMPRESSOR MAINT		901156	02/02/2023			102.77
	001-161-639	RTN CR: SAW CHAIN (2)		902249	02/03/2023			-49.36
	001-161-639	PARTS: AIR COMPRESSOR MAINT		902183	02/03/2023			17.14
	001-161-639	SAW CHN(2); BAR OIL; CYC MIX		902230	02/03/2023			72.13
	001-170-577	100 PK 11" CABLE TIE (2)		902518	02/06/2023			34.16
	001-170-577	15 PK 18" CABLE TIE (8)		901205	02/06/2023			68.24
	001-170-577	INTERLOCKING SPRING SNAP(18)		917170	02/07/0000			85.14
	001-170-577	INTERLOCKING SPRING SNAP(12)		902603	02/07/0000			56.76
	001-170-577	100 PK 11" CABLE TIE (2)		902619	02/07/0000			34.16
	001-170-577	15 PK 18" CABLE TIE (6)		902619	02/07/0000			51.18
	001-201-559	2PK 30A TIME DELAY CART FUSE		901719	02/08/0000			21.36
	001-170-559	MW LEATHER GLOVES XL		902722	02/08/2023			23.74
	001-170-559	SAFETY FENCING: MG PARADE		958446	02/09/2023			345.59
	001-170-559	SAFETY FENCING: MG PARADE		902838	02/09/2023			1,023.29
	001-170-559	SAFETY FENCING: MG PARADE		902916	02/10/2023			118.92
	001-205-639	ELEC PARTS: ROUNABOUT		902932	02/10/2023			77.32
	001-205-639	METAL OUTLET CVR(2): RNDABOUT		902950	02/10/2023			8.52
	001-170-639	BATTERIES: PORT MESSAGE SIGN		901018	02/13/2023			7.11
	001-201-559	QUIKRETE(15): GREENWAY SDWLK		901983	02/13/2023			76.65
	001-170-559	LAG BOLTS (5): SIGN REPRS		902280	02/14/2023			8.45

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	231759	03/21/2023	03/14/2023			2,750.05	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-635	BROAN BATHRM FAN: MECH SHOP		902245	02/14/2023		44.64	
	001-205-560	TOGGLE LIGHT SWITCH & PLATE		901319	02/14/2023		1.54	
	001-170-577	ORTHENE 12OZ FIRE ANT (2)		902380	02/15/2023		26.56	
	001-170-577	GAL BAR-CHAIN OIL		902380	02/15/2023		13.29	
	001-161-639	PARTS: REPR TRACK REEL		901631	02/15/2023		19.74	
	001-170-559	EARMUFF(5); 4PK SFTY GLASSES		902508	02/16/2023		124.82	
	001-161-559	DOOR MAT (2)		901503	02/17/2023		33.17	
	001-161-559	US FLAG(2); 8PK C BATTERY(2)		902185	02/23/2023		87.32	
	001-170-639	SUPPLIES: PICNIC TBL REPR		902139	02/23/2023		35.10	
	001-170-559	MIRACLE GROW 5.5 LB		902228	02/24/2023		17.09	
001	SPARKLIGHT	231762	03/21/2023	03/14/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAR 2023:POLICE #107718371		03082023	03/08/2023		127.95	
001	SPARKLIGHT	231763	03/21/2023	03/14/2023			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAR 2023:CBL BOX#118476316		03082023	03/08/2023		62.38	
001	SBM REPORTING LLC	231764	03/21/2023	03/14/2023			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLANNING MTG 3/2/23		MB1496	03/08/2023		175.00	
001	CATALIS COURTS AND LAND RECORDS LLC	231765	03/21/2023	03/14/2023			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	MAR 2023 COURT SUPPORT		INV4322382	03/01/2023		1,495.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	231766	03/21/2023	03/14/2023			2,184.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		02182023	02/23/2023		1,299.36	
	001-201-629	SIGNAL LIGHT 89113001		02182023	02/23/2023		63.85	
	001-170-631	CITY PARK RESTRMS 89912001		02182023	02/23/2023		483.89	
	001-201-633	STREET LIGHTS 90345002		02182023	02/23/2023		182.79	
	001-092-631	RECORDS BLDG 90790001		02182023	02/23/2023		112.59	
	001-170-631	FRAZIER RESTRMS 98546001		02182023	02/23/2023		41.99	
001	SINGING RIVER ELECTRIC COOPERATIVE	231767	03/21/2023	03/14/2023			104.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		02182023	02/23/2023		76.41	
	001-170-631	FITNESS TRAIL 109268001		02182023	02/23/2023		28.02	
001	SINGING RIVER ELECTRIC COOPERATIVE	231768	03/21/2023	03/14/2023			843.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		02182023	02/23/2023		85.83	
	001-201-633	DOLPHIN ST 97988002		02182023	02/23/2023		57.29	
	001-201-633	DOLPHIN ST 94989002		02182023	02/23/2023		72.80	
	001-201-633	DOLPHIN ST 97990002		02182023	02/23/2023		627.90	

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001	AIRGAS USA LLC	231789	03/21/2023	03/15/2023			252.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9995286886	02/28/2023			252.85
001	OLDE MILL IMPRESSIONS	231792	03/21/2023	03/15/2023			42.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-559	4X8 VTT PAVER: M MACFARLAND		11083	03/15/2023			42.94
001	CARDMEMBER SERVICES	231796	03/21/2023	03/15/2023			2,428.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	ONEWAY APP: FEB 2023		02022023	02/03/2023			75.00
	001-170-511	SUPPLIES: SENIOR PAINT PARTY		02082023	02/09/2023			67.25
	001-205-559	FLAM LIQUID STORAGE CABINET		02132023	02/14/2023			1,786.25
	001-170-511	SUPPLIES: SENIOR LUNCHEON		02152023	02/16/2023			111.40
	001-100-570	MOTORCYCLE DROP GUARD: M1		02152023	02/16/2023			388.99
001	SEYMOUR ENGINEERING PLLC	231797	03/21/2023	03/15/2023			940.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-603	BOUNDARY SURVEY: ROW PAT DR		8685	02/27/2023			940.00
001	CREDIT CARD CENTER	231799	03/21/2023	03/15/2023			963.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	CPR TRAINING: DISPATCH		02222023	02/23/2023			440.00
	001-092-525	FUEL: MML YOUTH SUMMIT		02252023	02/27/2023			21.00
	001-092-525	FUEL: MML YOUTH SUMMIT		02242023	02/27/2023			47.00
	001-092-525	FUEL: MML YOUTH SUMMIT		02252023	02/27/2023			59.00
	001-001-509	HOTEL: MML YOUTH SUMMIT		02252023	02/27/2023			99.00
	001-001-509	HOTEL: MML YOUTH SUMMIT		02252023	02/27/2023			99.00
	001-001-509	HOTEL: MML YOUTH SUMMIT		02252023	02/27/2023			99.00
	001-001-509	HOTEL: MML YOUTH SUMMIT		02252023	02/27/2023			99.00
001	FUELMAN	231800	03/21/2023	03/15/2023			3,752.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64004141	03/13/2023			116.05
	001-100-525	UNL&DSL FUEL		NP64004141	03/13/2023			2,869.08
	001-161-525	UNL&DSL FUEL		NP64004141	03/13/2023			461.62
	001-170-525	UNL FUEL		NP64004141	03/13/2023			227.07
	001-205-525	UNL FUEL		NP64004141	03/13/2023			78.76
001	GALLS LLC	231806	03/21/2023	03/15/2023			312.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	51 GARRISON BELT		023777356	03/07/2023	230597		42.68
	001-100-535	SF INNER TROUSER BELT		023777356	03/07/2023	230597		44.44
	001-100-535	ASP ROTATE SIDEBREAK SCABBARD		023777356	03/07/2023	230597		42.95
	001-100-535	SF HINGED CUFF CASE (2)		023777356	03/07/2023	230597		76.56
	001-100-535	SF #77 DBL MAG HOLDER		023777356	03/07/2023	230597		45.76
	001-100-535	SMITH WESSON NKL CUFFS (2)		023777356	03/07/2023	230597		43.12
	001-100-535	SHIPPING		023777356	03/07/2023	230597		17.47

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001	REYNOLDS WHOLESALE CO	231807	03/21/2023	03/15/2023			1,896.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-510	CS BMF TOWELS (4)	73973	03/02/2023	230596		99.80	
	001-161-510	CS GH 96/ROLLS TISSUE	73973	03/02/2023	230596		49.75	
	001-161-510	CS 3/144-OZ PINE SOL	73973	03/02/2023	230596		39.75	
	001-161-510	CS 6/1-GAL BLEACH	73973	03/02/2023	230596		21.95	
	001-161-510	CS/100 38X58 CAN LINER (4)	73973	03/02/2023	230596		139.80	
	001-161-510	CS 12/CAN COMET POWDER	73973	03/02/2023	230596		20.28	
	001-092-510	CS TISSUE 96/ROLLS (7)	73983	03/09/2023	230605		348.25	
	001-092-510	CS MF BROWN TOWELS (10)	73983	03/09/2023	230605		249.50	
	001-092-510	CS VB PAPER TOWELS (5)	73983	03/09/2023	230605		174.75	
	001-092-510	CS NABC CLEANER 4/1-GAL (2)	73983	03/09/2023	230605		111.60	
	001-092-510	PINE SOL 3/144-OZ CS	73983	03/09/2023	230605		39.75	
	001-092-510	24-OZ COTTON MOPHEAD (4)	73983	03/09/2023	230605		31.80	
	001-092-510	#24 BLUE MOPHEAD (2)	73983	03/09/2023	230605		17.90	
	001-092-510	CS/12 CLOROX WIPES (2)	73983	03/09/2023	230605		118.80	
	001-092-510	CS/12 TIME MIST FUSION	73983	03/09/2023	230605		69.00	
	001-092-510	CS/10 WAVE URINAL SCREEN (2)	73983	03/09/2023	230605		47.50	
	001-092-510	CS/100 38X58 BK CAN LINER (2)	73983	03/09/2023	230605		69.90	
	001-092-510	CS/500 24X33 WH CAN LINER (3)	73983	03/09/2023	230605		98.85	
	001-092-510	BLEACH 6 GAL/CS (2)	73983	03/09/2023	230605		43.90	
	001-092-510	ODO BAN 4 GAL/CS (2)	73983	03/09/2023	230605		103.92	
001	MS FIRE ACADEMY	231809	03/21/2023	03/15/2023			175.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	FIRE SAFETY OFCR: HERMES,T	30005	03/08/2023	220387		175.00	
001	MURRAY'S NURSERY	231810	03/21/2023	03/15/2023			171.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-520	DWARF YAUPON 3G (12)	5454	02/28/2023	230563		96.00	
	001-170-520	DRIFT ROSES 3G (6)	5454	02/28/2023	230563		75.00	
001	CUSTOM PRODUCTS CORPORATION	231812	03/21/2023	03/15/2023			2,164.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	30X30 STOP (10)	387128	03/07/2023	230562		467.80	
	001-201-565	30X30 DEAD END (4)	387128	03/07/2023	230562		205.00	
	001-201-565	30X30 NO OUTLET (4)	387128	03/07/2023	230562		205.00	
	001-201-565	STREET SIGN (28)	387128	03/07/2023	230562		904.40	
	001-201-565	SIGN HARDWARE (10)	387128	03/07/2023	230562		134.70	
	001-201-565	FREIGHT	387128	03/07/2023	230562		121.38	
	001-201-565	24X24 CAUTION SIGN (2)	387285	03/09/2023	230604		106.16	
	001-201-565	FREIGHT	387285	03/09/2023	230604		20.51	
001	PASCAGOULA TIRE & SERVICE INC	231814	03/21/2023	03/15/2023			941.03	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	FS FIREHAWK PURSUIT(4) #17530	109244	02/14/2023	230506		523.08	
	001-100-638	INSTALLATION PACKAGE #17530	109244	02/14/2023	230506		98.00	
	001-100-638	TPMS SENSORS #17530	109244	02/14/2023	230506		239.96	
	001-100-638	4 WHEEL ALIGNMENT #17530	109244	02/14/2023	230506		79.99	

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001	USA BLUEBOOK	231815	03/21/2023	03/15/2023			344.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	WARNING FED OFFENSE SIGN (18)	277201	02/22/2023	230535		317.16	
	001-201-565	SHIPPING	277201	02/22/2023	230535		27.80	
001	ARKANSAS FLAG & BANNER INC	231816	03/21/2023	03/15/2023			1,312.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-559	COG 3X5 DS APPLIQUE FLAG	0627504-IN	03/03/2023	230541		1,273.00	
	001-092-559	ART FILE IMAGE: COG SEAL	0627504-IN	03/03/2023	230541		28.00	
	001-092-559	FREIGHT	0627504-IN	03/03/2023	230541		11.50	
001	SUN HERALD ADVERTISING	231819	03/21/2023	03/15/2023			394.64	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	BID AD: SHELTER WTR MN EXT	180764	02/28/2023	230512		151.50	
	001-040-615	BID AD: HEAD START DRAINAGE	180764	02/28/2023	230511		154.14	
	001-090-615	PUBLIC NOTICE: GPC 23-04-RZ	180764	02/28/2023	230538		45.04	
	001-090-615	PUBLIC NOTICE: GPC 23-05-VAR	180764	02/28/2023	230538		43.96	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	231820	03/21/2023	03/15/2023			138.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-703	CARDER MESH DESK CHAIR BLK	3531119328	02/22/2023	230540		138.00	
001	BAGWELL TRUCK AND EQUIPMENT	231822	03/21/2023	03/15/2023			4,696.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	EGR COOLER KIT	1655	03/01/2023	230558		1,990.37	
	001-161-638	EGR VALVE KIT	1655	03/01/2023	230558		1,156.67	
	001-161-638	TEMP SENSOR:	1655	03/01/2023	230558		100.65	
	001-161-638	VALVE COVER GASKET	1655	03/01/2023	230558		64.78	
	001-161-638	CRANK CASE FILTER ASSEMBLY	1655	03/01/2023	230558		176.92	
	001-161-638	DPF GASKETS (2)	1655	03/01/2023	230558		132.88	
	001-161-638	DIFFERENTIAL PRESSURE SENSOR	1655	03/01/2023	230558		348.98	
	001-161-638	LABOR AND PROGRAMMING: E-5	1655	03/01/2023	230558		700.00	
	001-161-638	SHOP SUPPLIES	1655	03/01/2023	230558		25.00	
001	A-1 TREE SERVICE INC	231823	03/21/2023	03/15/2023			1,800.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-698	REMV TREES (2): ROW PAT DR	02272023	02/27/2023	230529		1,800.00	
001	INDUSTRIAL PLASTIC VALVES COMPANY	231825	03/21/2023	03/15/2023			256.69	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	1/23-24 VDC SOLENOID (12)	23-25311	02/25/2023	230546		228.72	
	001-170-634	SHIPPING: SPLASH PAD	23-25311	02/25/2023	230546		27.97	
001	R TEE HUT LLC	231826	03/21/2023	03/15/2023			187.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	PERF SHORTS NVY (4): SHIELDS	2007	02/28/2023	230555		44.00	
	001-100-535	GOLD TEE-NVY LTR(8):SHIELDS	2007	02/28/2023	230555		56.00	
	001-100-535	NVY SWEATPANT (3): SHIELDS	2007	02/28/2023	230555		45.00	
	001-100-535	NVY SWTSHRT-WT LTR(3):SHIELDS	2007	02/28/2023	230555		42.00	

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001	AMAZON CAPITAL SERVICE	231827	03/21/2023	03/15/2023			367.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	PELICAN 1650 CAMERA CASE BK	1YTFV74R1Q	03/02/2023	230600		367.95	
001	GALLS LLC	231828	03/21/2023	03/15/2023			175.39	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	NIKE SFB FIELD 8" BOOT:HUNTER	023730598	03/02/2023	230554		156.40	
	001-100-535	SHIPPING	023730598	03/02/2023	230554		18.99	
001	ADRIANNE CRAWFORD RHOADS	231836	03/21/2023	03/15/2023			200.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-602	PUBLIC DEFENDER: #215289	03062023	03/07/2023			200.00	
FUND TOTAL	1 Claims	to	Checks	59 Total	101,096.76	Manual	Held	Total 101,096.76

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130	GULF BREEZE CONSTRUCTION INC	231795	03/21/2023	03/15/2023			37,372.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	CONSTRUCTION 21.99%		10	03/08/2023			37,372.66
FUND TOTAL 130 Claims	to	Checks	1 Total	37,372.66	Manual		Held	Total 37,372.66

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156	GULF STATES DISTRIBUTORS	231808	03/21/2023	03/15/2023			300.00	
	Account Number 156-100-799	Description		Invoice #	Date	P.O.	Amount	
		MULTICAM COMBAT SHIRT (5)		1439678-IN	03/06/2023	221384		300.00
156	PMAM CORPORATION	231817	03/21/2023	03/15/2023			3,250.00	
	Account Number 156-100-799	Description		Invoice #	Date	P.O.	Amount	
		HCM POLICE PROG MGT 1 YR		20230301	03/03/2023	230553		3,250.00
156	INTAPOL INDUSTRIES INC	231824	03/21/2023	03/15/2023			704.97	
	Account Number 156-100-799	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	CUSTOM MOTORCYCLE HELMET (2)		31644	03/02/2023	230218		669.98
	156-100-799	SHIPPING		31644	03/02/2023	230218		34.99
FUND TOTAL 156 Claims	to	Checks	3 Total	4,254.97	Manual	Held	Total	4,254.97

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SINGING RIVER ELECTRIC COOPERATIVE	231722	03/21/2023	03/07/2023			2,927.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		02182023	02/24/2023			2,567.27
	176-170-631	HOUSE 76855002		02182023	02/24/2023			50.12
	176-170-631	SSP WELCOME CENTER 108928002		02182023	02/24/2023			285.38
	176-170-631	DUMP STATION 109931001		02182023	02/24/2023			25.10
176	LOWES HOME CENTERS INC	231760	03/21/2023	03/14/2023			522.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-510	GAL HD DRAIN CLEANER		901748	01/25/2023			21.84
	176-170-586	REPR DOOR LOCK: BATHHOUSE		901023	01/26/2023			8.35
	176-170-586	4X6 TRTD LUMBER(12): TRL SIGN		901925	02/16/2023			90.96
	176-170-635	PAINT,SUPPLIES: L CABIN DRS		902796	02/21/2023			114.35
	176-170-586	QUIKRETE (10): SECURITY LT		902985	02/22/2023			52.00
	176-170-586	QUIKRETE (10): SECURITY LT		902056	02/22/2023			52.00
	176-170-586	QUIKRETE (6): SECURITY LT		902076	02/22/2023			31.20
	176-170-586	ELBOW,CONDUIT: SECURITY LT		902080	02/22/2023			10.30
	176-170-586	PARTS: REPR DUMP STN HOSE		902065	02/22/2023			17.14
	176-170-520	MIRACLE GRO 25 QT		902154	02/23/2023			11.38
	176-170-559	SM MAX INSECT REPELLANT (6)		902154	02/23/2023			32.94
	176-170-586	ORTHENE 12OZ FIRE ANT (6)		902154	02/23/2023			79.68
176	BAY ICE COMPANY INC	231785	03/21/2023	03/15/2023			266.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	7LB BAGS ICE (213)		673902	03/10/2023			266.25
FUND TOTAL 176 Claims	to	Checks	3 Total	3,716.26 Manual		Held	Total	3,716.26

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355	WAGGONER ENGINEERING INC Account Number 355-723-763	231793	03/21/2023	03/15/2023			17,961.00	
		Description		Invoice #	Date	P.O.	Amount	
		CONSTR PHASE: TRMNT PLANT		40706	03/10/2023			17,961.00
FUND TOTAL 355 Claims	to	Checks	1 Total	17,961.00	Manual		Held	Total 17,961.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	COG DEPOSITORY ACCOUNT	231771	03/21/2023	03/14/2023			32,518.05	
	Account Number 361-000-104	Description		Invoice #	Date	P.O.	Amount	
		TR TIDELANDS: FUND 171		03142023	03/14/2023			32,518.05
361	JLB CONTRACTORS LLC	231794	03/21/2023	03/15/2023			322,520.18	
	Account Number 361-726-768	Description		Invoice #	Date	P.O.	Amount	
		GV SWR UPGRADES		2	03/07/2023			322,520.18
FUND TOTAL 361 Claims to		Checks	2 Total	355,038.23 Manual		Held	Total	355,038.23

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400	COG DEPOSITORY ACCOUNT	231709	03/21/2023	03/07/2023			19,462.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR MEMA WIRE: FUND 001		03022023	03/02/2023			19,462.75
400	SINGING RIVER ELECTRIC COOPERATIVE	231723	03/21/2023	03/07/2023			686.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STN 114260001		02192023	02/24/2023			686.73
400	CLEARWATER SOLUTIONS LLC	231724	03/21/2023	03/07/2023			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	MAR 2023 OPERATION FEE		GAUTIER123	03/01/2023			170,690.75
400	WASTE MANAGEMENT OF MS-GLF COAST INC	231726	03/21/2023	03/07/2023			3,389.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	FEB 2023:TIMBERLANE ROFF		8927447686	03/01/2023			3,389.41
400	FUELMAN	231728	03/21/2023	03/07/2023			216.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63956959	03/06/2023			216.92
400	HENZE ENTERPRISES INC	231740	03/21/2023	03/10/2023			580.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	4 CY RAP: HOLLY HEATH		31834	03/01/2023			160.00
	400-651-683	12 CY TOPSOIL: FAIRHAVEN		31834	03/01/2023			180.00
	400-651-585	4 CY RAP: BLUFF PNT WTR LINE		31834	03/01/2023			160.00
	400-651-585	8 CY FILL DIRT: BLUFF PNT REPR		31834	03/01/2023			80.00
400	O'REILLY AUTO PARTS	231749	03/21/2023	03/10/2023			31.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	WIPER BLADES(4): R-1; R-2		1978279618	02/24/2023			31.96
400	LOWES HOME CENTERS INC	231761	03/21/2023	03/14/2023			900.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-586	PARTS: REPR OUTSIDE LIGHT		902418	01/26/2023			9.90
	400-651-584	1/4" SHACKLES(11): LIFTSTNS		901279	01/27/2023			72.36
	400-651-581	50CT ANCHORS; TURNBKLE(13)		901107	01/30/2023			85.03
	400-651-683	100PK BLK TIE WIRE		901924	01/30/2023			19.84
	400-651-683	6' TENSION BAR: CAMINO GRND		919788	01/30/2023			9.49
	400-651-683	QUIKRETE (5): SEACLIPPE		901771	02/01/2023			25.55
	400-651-581	LK SPR SNP(20); TURNBKLE(7)		902228	02/03/2023			93.13
	400-650-586	PARTS: RESTROOM REPR		902145	02/13/2023			40.06
	400-650-586	PARTS: RESTROOM REPR		919274	02/13/2023			7.59
	400-650-586	80CFM BATHROOM FAN-VENT		919577	02/15/2023			95.94
	400-650-635	VINYL TILE(270);ADHV;PATCH		901629	02/15/2023			441.59
400	SINGING RIVER ELECTRIC COOPERATIVE	231769	03/21/2023	03/14/2023			1,467.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CITY HALL WELL 114046001		02182023	02/23/2023			1,467.98

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN LINC	231770	03/21/2023	03/14/2023			86.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAR 2023 SERV CHGS		152224	03/01/2023			80.00
	400-650-698	TAXES/FEES		152224	03/01/2023			6.72
400	COG DEPOSITORY ACCOUNT	231779	03/21/2023	03/15/2023			132,476.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	FEB 2023 GARBAGE PMTS		02282023	02/28/2023			132,476.32
400	ARISTA INFORMATION SYSTEMS INC	231780	03/21/2023	03/15/2023			4,472.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FEB 2023 PRINTING 2067001		0007084	02/28/2023			1,147.55
	400-650-698	FEB 2023 POSTAGE 2067001		0007084	02/28/2023			3,324.84
400	COGENT STRATEGIES LLC	231781	03/21/2023	03/15/2023			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 03/6/23-04/5/23		2997	03/14/2023			7,500.00
400	BORDIS & DANOS PLLC	231782	03/21/2023	03/15/2023			2,898.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-602	JCUA LITIGATN: WILKINS MILLER		462653	02/15/2023			2,898.50
400	BORDIS & DANOS PLLC	231783	03/21/2023	03/15/2023			150,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-602	LEGAL FEES: JCUA LITIGATION		115	02/27/2023			150,000.00
400	WAGGONER ENGINEERING INC	231798	03/21/2023	03/15/2023			2,082.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	NEPA ANALYSIS: EPA STAG APP		4008	03/10/2023			2,082.50
400	FUELMAN	231801	03/21/2023	03/15/2023			193.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64004141	03/13/2023			193.15
400	FOSTERS A/C & HEATING INC	231811	03/21/2023	03/15/2023			1,572.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-702	THERMOSTAT (2)		V60063	03/13/2023	230617		269.76
	400-650-702	MATERIALS: GRILLES, LOUVERS		V60063	03/13/2023	230617		515.02
	400-650-702	LABOR: INST STATS, GRILLES		V60063	03/13/2023	230617		787.80
400	SOUTHERN PIPE & SUPPLY CO INC	231813	03/21/2023	03/15/2023			10,969.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-709	8" OCTAVE MSTR MTR: BAYOU VILG		7716615-00	02/24/2023	230544		4,989.00
	400-651-581	2.5X7 FULL CIR CLAMP (2)		7726701-00	02/27/2023	230560		157.44
	400-651-709	5/8X3/4 DIRECT METER (65)		7715490-00	02/28/2023	230548		4,959.50
	400-651-581	3/4 CTSPJX3/4 PVCPJ CPLG (24)		7711258-00	02/28/2023	230549		864.00

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	O'REILLY AUTO PARTS	231818	03/21/2023	03/15/2023			296.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-638	OIL(2);FLTR(2);SUP(2): R1,R2	1978277026	01/30/2023	230454		118.78	
	400-650-638	OIL(3);FLTR;AIR FLTR: F250	1978277028	01/30/2023	230452		116.82	
	400-650-638	OIL; FLTR; AIR FLTR: KICKS	1978277030	01/30/2023	230453		60.58	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	231821	03/21/2023	03/15/2023			77.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	AVERY LABELS 3000/BX (2)	3531502628	02/25/2023	230551		63.24	
	400-650-500	3/PK SORTKWIK MOISTENER (2)	3531502628	02/25/2023	230551		9.34	
	400-650-500	24/PK BIG RUBBER BANDS (2)	3531502628	02/25/2023	230551		5.04	
400	LYMAN WELL COMPANY	231829	03/21/2023	03/15/2023			2,250.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	WIRE UNISTRUT CLMP; BRACING	23-128	03/13/2023	230620		1,100.00	
	400-651-584	MINI EXCAVATOR	23-128	03/13/2023	230620		250.00	
	400-651-584	12HRS/3 MEN: LS 19	23-128	03/13/2023	230620		900.00	
400	J H WRIGHT & ASSOCIATES INC	231830	03/21/2023	03/15/2023			390.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	CONTACTOR LC1D65G7(2): MB LS	450271	03/10/2023	230273		240.00	
	400-651-584	OVERLOAD LRD3359 (2): MB LS	450271	03/10/2023	230273		150.00	
FUND TOTAL 400 Claims	to	Checks	23 Total	512,692.88	Manual	Held	Total	512,692.88

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	231725	03/21/2023	03/07/2023			107,964.45	
		Description		Invoice #	Date	P.O.	Amount	
		FEB 2023 RES GARBAGE (6415)		0001289796	02/28/2023		107,964.45	
FUND TOTAL 404 Claims	to	Checks	1 Total	107,964.45	Manual		Held	Total 107,964.45

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	59 Total	101,096.76 Manual	Held	Total	101,096.76
FUND 130 Claims	to	Checks	1 Total	37,372.66 Manual	Held	Total	37,372.66
FUND 156 Claims	to	Checks	3 Total	4,254.97 Manual	Held	Total	4,254.97
FUND 176 Claims	to	Checks	3 Total	3,716.26 Manual	Held	Total	3,716.26
FUND 355 Claims	to	Checks	1 Total	17,961.00 Manual	Held	Total	17,961.00
FUND 361 Claims	to	Checks	2 Total	355,038.23 Manual	Held	Total	355,038.23
FUND 400 Claims	to	Checks	23 Total	512,692.88 Manual	Held	Total	512,692.88
FUND 404 Claims	to	Checks	1 Total	107,964.45 Manual	Held	Total	107,964.45
Total for all Funds			Checks	93 Total 1,140,097.21 Manual	Held	Total	1,140,097.21

Councilman Jackson made the motion to approve consent agenda items 1- 8, as presented. Councilman Colledge seconded the motion. The vote was carried unanimously.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 234-2023

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-8 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilman Jackson**, seconded by **Councilman Colledge**, and the following vote was recorded:

AYES: Casey Vaughan
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 235-2023

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Special Call Meeting held March 1, 2023 and Regular Council Meeting held March 7, 2023 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Jackson**, seconded by **Councilman Colledge**, and the following vote was recorded:

AYES: Casey Vaughan
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 236-2023

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for February 2023 are hereby received.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Jackson**, seconded by **Councilman Colledge**, and the following vote was recorded:

AYES: Casey Vaughan
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

		City of Gautier		
		Business Registry		
		Feb-23		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
300	2024-02-0008098	Subway #5896	\$30.00	Current
1755	2024-02-0008099	Blue Mile Lawn Care	\$20.00	Current
295	2024-020008100	Dockside RV Park	\$20.00	Current
1531	2024-02-0008101	CTC Rentals, LLC	\$30.00	Current
1639	2024-01-0008102	Toddler Town Academy	\$30.00	Delinquent
1813	2024-02-0008103	RT Firearms, LLC	\$45.00	New Business
283	2024-02-0008104	Mattress City, Inc.	\$20.00	Current
259	2024-02-0008105	Bates Janitorial, LLC	\$20.00	Current
284	2024-02-0008106	McGee's Connection	\$20.00	Current
1752	2024-02-0008107	Huey P. Stockstill, LLC	\$50.00	Current
1814	2024-02-0008108	Treasured Memories Imaging	\$20.00	New Business
282	2024-02-0008109	Mark Mitchell, Inc.	\$20.00	Current
1251	2024-02-0008110	Pilger Title Co.	\$20.00	Current
1642	2024-02-0008111	The Dermatology Clinic	\$30.00	Current
286	2024-02-0008112	Navigator Credit Union	\$30.00	Current
272	2024-02-0008113	Gulf Breeze Landscaping, LLC	\$150.00	Current
453	2024-02-0008114	Southern Cuts and Styles	\$20.00	Current
287	2024-02-0008115	Pitalo's Marina	\$20.00	Current
1754	2024-02-0008116	Wackenhut Painting Co	\$20.00	Current
947	2023-12-0008117	Redbox	\$49.50	Delinquent
1255	2024-02-0008118	Universal Imports, LLC	\$20.00	Current
1196	2024-01-0008119	Wendelta, Inc. DBA/Wendy's #266	\$138.60	Delinquent
1529	2024-02-0008120	Yummy Donuts	\$20.00	Current
1194	2023-12-0008121	Clearwater Solutions, LLC	\$88.80	Delinquent
533	2023-09-0008122	Gautier Automotive	\$22.80	Delinquent
1292	2024-02-0008123	B & G's Cleaning Service	\$20.00	Current
1815	2024-02-0008124	Radiant Storage GPT 3P, LLC	\$20.00	New Business
1696	2024-02-0008125	Coastal Wealth Management Group	\$20.00	Current
106		Mississippi Mini Warehouses		Closed Business
		Your Tax Pro		Closed Business
327	2024-03-0008126	Flower Patch	\$20.00	Current
351	2024-03-0008127	Henze Enterprises, Inc.	\$30.00	Current
357	2024-03-0008128	The Old Place	\$20.00	Current
1697	2024-02-0008129	Children's International, LLC	\$40.00	Current
1051	2024-02-0008130	Copy Club II	\$20.00	Current
296	2024-02-0008131	Sims Landscaping & Painting	\$20.00	Current
355	2024-03-0008132	Kentucky Fried Chicken	\$30.00	Current
1699	2024-03-0008133	Hutto's Affordable Auto Glass	\$40.00	Current
900	2024-03-0008134	Magic Spray Carwash, LLC	\$20.00	Current
75	2024-03-0008135	Gauter Shell	\$70.00	Current
1530	2024-02-0008136	Ton 80 Bar & Grill	\$45.00	Current
326	2024-03-0008137	Fayard's Gautier Marathon	\$45.00	Current
1467	2024-03-0008138	El Higueyano Supermarket	\$35.00	Current
1057	2024-03-0008139	Jason Lauban Construction	\$20.00	Current
1683	2024-01-0008140	Glaush Formulations, LLC	\$22.00	Delinquent
1357	2024-03-0008141	Webster Electric Company, LLC	\$50.00	Current
1644	2024-03-0008142	Cheetah Speed Laundry	\$20.00	Current
186	2024-01-0008143	Southeastern Computer Consultants	\$22.00	Delinquent
1406	2024-02-0008144	Jackson Hewitt Tax Service	\$20.00	Current
314	2024-03-0008145	Bae Systems	\$30.00	Current
1465	2024-02-0008146	Harbor Freight	\$60.00	Current
1753	2024-02-0008147	Island Ice	\$40.00	Current
		TOTAL:		52
		New Business		3
		Transient Vendor		0
		Closed Business		2
		Delinquent Renewals Issued		7
		Current		40

New Business February 2023	Business Address	Business Phone	Business Description
RT Firearms, LLC	1625 US HWY 90 Suite B	228-202-1942	Firearm/Equipment sales & classroom safety training
Treasured Memories Imaging	4351 Gauthier Vanderve Rd Suite A	228-641-9401	Imaging Studio
Radiant Storage GPT 3P, LLC	3305 Townsend Rd	843-882-5090	Storage Unit

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi the following:

ORDER NUMBER 237-2023

WHEREAS, the Parks and Recreation Department is seeking authorization to accept the monetary donation for two (2) benches at George Martin City Park's Playground area from Gautier Community Pride, Inc.; and

WHEREAS, the monetary donation for two benches would be of great use for George Martin City Park's Playground area; and

WHEREAS, Gautier Community Pride, Inc., has offered to donate the monetary donation for two (2) benches at no cost to the City; and

WHEREAS, the Mayor and Council Members have determined that acceptance of this donation is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donation for two (2) benches at George Martin City Park's Playground area is hereby approved and accepted.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Jackson**, seconded by **Councilman Colledge**, and the following vote was recorded:

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 03/15/2023
Subject: Approval to accept a monetary donation for two benches at George Martin City Park

REQUEST:

The Recreation Department requests City Council accept a monetary donation for two benches for the playground area at George Martin City Park in the amount of \$2,603.82 from Gautier Community Pride Inc.

BACKGROUND:

Gautier Community Pride would like to partner with the City of Gautier and provide additional seating in the playground area at George Martin City Park.

DISCUSSION:

Gautier Community Pride Inc. presented a check to the Recreation Department in the amount of \$2,603.82 for the purchase of two benches. The benches will be customized with sponsored by Gautier Community Pride Inc. The Recreation Department and will pour the foundation and will complete the install.

RECOMMENDATION:

The Recreation Department recommends that City Council accept a monetary donation for two benches for the playground area at George Martin City Park in the amount of \$2,603.82

City Council May:

1. Accept a monetary donation for two benches for the playground area at George Martin City Park in the amount of \$2,603.82 from Gautier Community Pride Inc.
2. Not accept a monetary donation for two benches for the playground area at George Martin City Park in the amount of \$2,603.82 from Gautier Community Pride Inc.

ATTACHMENTS:

1. Gautier Community Pride Inc.

GAUTIER COMMUNITY PRIDE INC
PO BOX 598
GAUTIER MS 39553

1104
85-136/653

3/14/23
Date

Pay To The
Order Of

City of Gautier

\$ 2,603.82

Two thousand six hundred and three & 82/100

Dollars

Security features
Included
Details on back



Merchants
& Marine Bank

MandMBank.com

(Replaces 4/1/02)
That was lost

Carla Pouniez

For

2 Benches for Park

MP

Main Street Merchants & Marine Bank

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi the following:

ORDER NUMBER 238-2023

WHEREAS, the City of Gautier hosted its annual Lights and Lagniappe on the Bayou on December 3rd at 1:00pm at the former Singing River Mall Property; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, Gautier Pride Inc. provided a monetary donation in the amount of \$8,000.00 for the purpose of offsetting the costs incurred by the City for the Lights and Lagniappe on the Bayou; and

WHEREAS, the Mayor and Council Members have determined that acceptance of this donation is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donation of \$8,000 from Gautier Pride Inc. for the City of Gautier's Lights and Lagniappe on the Bayou held on December 3, 2022, is hereby approved and accepted.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Jackson**, seconded by **Councilman Colledge**, and the following vote was recorded:

AYES: Casey Vaughan
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

GAUTIER COMMUNITY PRIDE INC
PO BOX 598
GAUTIER MS 39553

1103
85-136/653

3/14/23
Date

Pay To The
Order Of

City of Gautier
Eight thousand & 00/100

\$

8,000⁰⁰/₁₀₀

Dollars

Security features
included.
Details on back.



Merchants
& Marine Bank

MandMBank.com

replace
85166
1097

For

Firework Show (east)

Carla Pouncey

MP

⑆065301362⑆

Main Street Merchants & Marine Bank

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 239-2023

WHEREAS, Singing River Services has again offered to provide the services contained in the attached contract, as indicated; and

WHEREAS, the Mayor and Council Members hereby find that entering this contract is in the best interests of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the renewal of the contract with Singing River Services for the Employee Assistance Program or Life Care Plus program for the period of April 15, 2023 thru April 15, 2024 is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Jackson**, seconded by **Councilman Colledge**, and the following vote was recorded:

AYES: Casey Vaughan
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: LaKeisha Hill, Human Resources Generalist
Date: 03/13/2023
Subject: Annual Renewal of the Contract with Singing River Services for the Life Care Plus Program

REQUEST:

The Human Resources Department requests City Council approval to renew the Life Care Plus contract between Singing River Services and the City of Gautier for the contract of April 15, 2023 thru April 15, 2024.

BACKGROUND:

The Life Care Plus Program is part of the city's Employee Assistance Program and has been a wellness benefit for employees since it was first approved in 2004. The City of Gautier has adopted a policy to provide these services to our employees as a part of our benefit package and renews this contract annually.

DISCUSSION:

The Life Care Plus Program essentially provides our employees with short term counseling for a variety of life issues that effect work performance. The program is also designed to assist city management in handling and resolving employee performance and disciplinary problems.

RECOMMENDATION:

The contract renewal cost \$3,000 and is a budgeted expense for FY2023. It is recommended that the Gautier City Council approve the contract renewal as budgeted.

ATTACHMENTS:

1. 2023-2024 City of Gautier EAP Contract

PROPOSAL
FOR
LIFE CARE PLUS SERVICES

THIS AGREEMENT, made the ____ day of _____ between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF GAUTIER, (the Subscriber).

RECITALS

WHEREAS, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

WHEREAS, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

WHEREAS, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

WHEREAS, the Provider recognizes the need to assist employers such as “the Subscriber” in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

WHEREAS, the Provider has developed an employer/employee benefit program (the “Life Care Plus Program” or “EAP”) designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

WHEREAS, the Subscriber employs approximately ____ employees as of the date of this agreement and the Subscriber wants to utilize the Life Care Plus Program.

WHEREAS, the Subscriber’s intention is to make available to its employees, their dependents and/or family members (collectively “Beneficiaries”) who are participating in, or, who are eligible to participate in the Subscriber’s self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PROVIDER'S OBLIGATION:

The PROVIDER will use its best efforts to provide the following services ("EAP Services") from April 15, 2023 to April 15, 2024 (the "Contract Period") for beneficiaries.

A. General Program Development Services:

1. Emergency Crisis Services: The Provider agrees to provide an "emergency help line" telephone consultation service operated twenty-four (24) hours per day and seven (7) days per week. Normal EAP counseling hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.
2. Arranging for Services: The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.
3. Extent of Services and Exclusions: Each beneficiary may have access to all mental health services available through the contractor at no out-of-pocket expense and at no charge to the Subscriber's insurance program subject to the following limitations:
 - a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).
 - b. A legal DUI assessment fee of \$100.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.
 - c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such

event, funds received pursuant to this agreement will be used to pay co-payments, if any.

- d. Room and board will be provided at The Stevens Center only. A Deductible of \$250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.
 - e. A deductible of \$100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.
 - f. Clinical visits are not to exceed six (6) visits per client.
4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation of the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

- 1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiaries' problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.
- 2. The Provider agrees to supply the Subscriber's supervisors with a Supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.
- 3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.
- 4. The Provider will suggest that any employee seeking counseling regarding

job or employer dissatisfaction to contact the Subscriber's Human Resources Director or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.

5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor; said beneficiary must give written consent for such reporting to be shared with the supervisor.
2. Quarterly reports regarding employee usage will be submitted to _____.

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.
2. To pay the Provider \$3000.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contract.

3. To submit to the Provider on fifth (5th) day of the first month an initial list of employees qualifying for EAP services and updating said list monthly. Payment will be made at the execution of the contract.

B. Miscellaneous:

1. Licensure: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.
2. Professional Liability Insurance Coverage: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death occasions, directly or indirectly in connection with the performance of any service provided hereunder.
3. Confidentiality of Records: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.
4. Termination for Cause: The Agreement may be terminated for cause under the following conditions:
 - a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement. The Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.
 - b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.
 - c. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, recovery shall be limited to any and all damages available under Mississippi law to the extent proven in a Court of law.

5. Hold Harmless: The Provider shall hold harmless and indemnify the Subscriber from any claims, losses, damages, judgements, liabilities, costs expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Provider's gross negligence or willful misconduct in its provisions of mental health and substance abuse services to beneficiaries.
6. Nothing in this agreement shall limit the responsibility of either party to fully comply with medical confidentiality requirements under any applicable state or federal law, including but not limited to HIPAA.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the _____ day of _____, 2023.

SINGING RIVER SERVICES:
Tax ID Number 64-0650708

BY: _____
Beth Fenech
Executive Director

CITY OF GAUTIER:

BY: _____
City Manager's Signature

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 240-2023

WHEREAS, the Mississippi Municipality and County Water Infrastructure Grant Program Act (MCWI) was created to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure; and

WHEREAS, the Mississippi Department of Environmental Quality (MDEQ) will manage the program and produce Rules and Regulations as to the administration of the program, disburse funds in accordance to the terms herein to reimburse the costs associated with the implementation of the Citywide Lift Station Upgrades Project; and

WHEREAS, the subaward agreement with the Jackson County Board of Supervisors will provide matching funds to the City for work conducted under the MCWI grant program for the Citywide Lift Station Upgrades project; and

WHEREAS, this project will provide 26 existing lift stations with replacement or upgrades, such as new pumps, motors, control panels, check valves, wheel valves, rail systems, generator connections, lights, bypass connections, and permanent generators on some stations, among other improvements; and

WHEREAS, the Mayor and Council hereby find that entering the attached grant subaward agreement is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Citywide Lift Station Upgrades Project is hereby approved and authorized.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion made by **Councilman Jackson**, seconded by **Councilman Colledge**, and the following vote was recorded:

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 03/14/2023
Subject: Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Grant Program - Citywide Lift Station Upgrades Project

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant subaward agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Citywide Lift Station Upgrades Project.

BACKGROUND:

The Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure.

The Mississippi Department of Environmental Quality (MDEQ) will manage this program. MDEQ will produce Rules and Regulations as to the administration of the program, disburse funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Citywide Lift Station Upgrades Project.

DISCUSSION:

The subaward agreement with the Jackson County Board of Supervisors will provide matching funds to the City for work conducted under the MCWI grant program for the Citywide Lift Station Upgrades project.

The previously mentioned project will provide 26 existing lift stations with replacement or upgrades, such as new pumps, motors, control panels, check valves, wheel valves, rail systems, generator connections, lights, bypass connections, and permanent generators on some stations, among other improvements.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a grant subaward agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Citywide Lift Station Upgrades Project.

City Council may:

1. Approve the grant subaward agreement, as presented; or
2. Not approve the grant subaward agreement, as presented.

ATTACHMENTS:

1. Council memo-Jackson County MCWI Subaward Grant Agreement-Citywide Lift Station Upgrades
2. COUNTY SUBAWARD AGREEMENT - City of Gautier - Citywide Lift Station Upgrades (UNSIGNED FULL)

**JACKSON COUNTY, MISSISSIPPI LOCAL FISCAL RECOVERY FUND CONTRIBUTION
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF JACKSON**

SUBAWARD AGREEMENT

This document is a Subaward Agreement (“Agreement”) between the Board of Supervisors of Jackson County, Mississippi (“County”) and **City of Gautier**, to provide American Rescue Plan Act (“ARPA”) funds to the City as part of Local Fiscal Recovery Funds contributions relating to match funding for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (“Program”) as specified below and in the attached. This Agreement is subject to all terms and conditions of the Prime Award and the MDEQ Subaward Agreement and any attachments thereto, as identified below and in the attached.

1. SOURCE OF FUNDS

The match funds provided by this Agreement are made available through the Local Fiscal Recovery Funds (“LFRF”) received by Jackson County, Mississippi through the American Rescue Plan Act.

2. PROJECT

Under this Agreement, the County agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’S implementation of the project entitled “**Citywide Lift Station Upgrades**” (the “Project”).

3. PURPOSE

The purpose of this Project is to make necessary investments in an upgrade to SUBRECIPIENT’S **existing wastewater facility**, in accordance with the MCWI Grant Program specifications.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in the attached Mississippi Department of Environmental Quality (“MDEQ”) **Agreement No. 331-1-CW-5.5** and any attachments thereto (Exhibit “A”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to all applicable terms and conditions identified in the attached MDEQ **Agreement No. 331-1-CW-5.5** and any attachments thereto (Exhibit “A”) and any other special terms and conditions as identified herein, including but not limited to the period of performance, progress report requirements, financial management and compliance, contractual

obligations, compliance with laws, disputes procedure, record retention, etc., unless otherwise specified in this Agreement.

6. CONSIDERATION AND PAYMENT

A. *Project Cost.* The Total Project cost shall not exceed **\$3,000,000.00**, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed **\$1,430,700.00**;
- ii. The LFRF received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$715,350.00**;
- iii. The LFRF transferred to the SUBRECIPIENT by the County shall not exceed **\$715,350.00**;
- iv. Any other funds the SUBRECIPIENT obligated to the project that are not eligible for MCWI match shall not exceed **\$138,600.00**.

B. *Consideration.* As consideration for the performance of the tasks included in this Agreement and the attached MDEQ **Agreement No. 331-1-CW-5.5** (Exhibit "A"), the County agrees to reimburse SUBRECIPIENT an amount not to exceed **Seven Hundred Fifteen Thousand Three Hundred Fifty Dollars and Zero Cents (\$715,350.00)**. Consideration paid by the County shall in no event exceed 50% of the amount paid by MCWI Grant Funds.

The County is under no obligation to provide funds to SUBRECIPIENT if the SUBRECIPIENT has not met, or does not continue to meet, all minimum requirements to receive funds, including but not limited to all requirements identified in MDEQ **Agreement No. 331-1-CW-5.5** (Exhibit "A"). The County is under no obligation to reimburse costs incurred that are not compliant with federal, state, and local law.

C. *Payment.* Subject to the terms and conditions of this Agreement and MDEQ **Agreement No. 331-1-CW-5.5** (Exhibit "A"), the County shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's approval of said invoices, except for any amounts disputed by MDEQ or the County in good faith.

7. NOTICES

All notices, requests, and other communications hereunder shall be in writing pursuant to the terms of the Attached MDEQ **Agreement No. 331-1-CW-5.5** (Exhibit "A"). Such communications must be sent to the respective Parties at the following addresses:

If to Jackson County, Mississippi:

Attention: Brian Fulton, County Administrator
P.O. Box 998
Pascagoula, MS 39568
Ph: 228-769-3088
Email: Brian_Fulton@co.jackson.ms.us

If to SUBRECIPIENT:

Attention: Paula Yancey, City Manager
3330 Hwy. 90
Gautier, MS 39553
Ph: 228-219-8016
Email: pyancey@gautier-ms.gov

8. COUNTERPARTS

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURES TO FOLLOW]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI

Kenneth E. Taylor, President

Date

CITY OF GAUTIER

Paula Yancey, City Manager

Date

EXHIBIT A

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 331-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gautier, UEI Number: NNHKF6JZHN65 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the MCWI Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Citywide Lift Station Upgrades” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s existing wastewater facility. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment “A”, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or

regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$3,000,000.00**, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed **\$1,430,700.00**;
- ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$715,350.00**;
- iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **\$715,350.00**;
- iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **\$138,600.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$120,000.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Four Hundred-Thirty Thousand Seven Hundred Dollars and Zero Cents (\$1,430,700.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such

documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment "B" and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments "A" and "C" attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the *Social Security Act* (42 U.S.C. § 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2) and Mississippi Senate Bill No. 2822, entitled the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Regular Session 2022 (April 26, 2022).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the *Social Security Act* (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under Mississippi Senate Bill 2822 of the 2022 Legislative Session.³

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under by the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/06/Mississippi-Senate-Bill-2822.pdf>

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Regulations-Final.pdf>

stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible

after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State.

As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any

way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. DEBARMENT AND SUSPENSION

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. FAILURE TO ENFORCE

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements,

irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and

regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ

Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. NOTICES

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ: Attention: MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT: Attention: Paula Yancey
 3330 Hwy. 90
 Gautier, MS 39553
 Phone: (228) 219-8016
 E-mail: pyancey@gautier-ms.gov

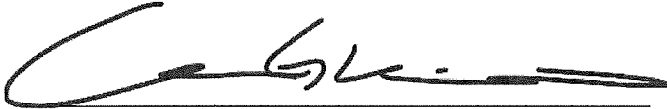
53. COUNTERPARTS

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

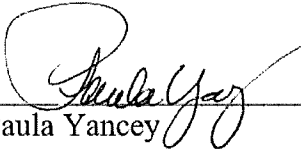


Chris Wells
Executive Director

3/3/23

Date

CITY OF GAUTIER



Paula Yancey
Signature of Authorized Representative

Paula Yancey
Paula Yancey
Printed Name

City Manager
Title

2/21/2023
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Citywide Lift Station Upgrades

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

Scope of work for the Project is the rehabilitation/upgrade of twenty-six lift stations.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about March 3, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about March 23, 2023, advertise each construction contract for bids;
- d. On or about April 20, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 241-2023

WHEREAS, the Mississippi Municipality and County Water Infrastructure Grant Program Act (MCWI) was created to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure; and

WHEREAS, the Mississippi Department of Environmental Quality (MDEQ) will manage the program and produce Rules and Regulations as to the administration of the program, disburse funds in accordance to the terms herein to reimburse the costs associated with the implementation of the Sanitary Sewer Main Rehabilitation Project; and

WHEREAS, the subaward agreement with the Jackson County Board of Supervisors will provide matching funds to the City for work conducted under the MCWI grant program for the Sanitary Sewer Mains and Rehabilitation project; and

WHEREAS, this project will provide CCTV, smoke testing, and manhole inspections followed by repair, replacement, or lining of sanitary sewer lines or manholes that will decrease the inflow and infiltration in most problem areas; and

WHEREAS, the Mayor and Council hereby find that entering the attached grant subaward agreement is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation – College Park, Guillotteville Road, and Valleywood Subdivisions Project is hereby approved and authorized.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion made by **Councilman Jackson**, seconded by **Councilman Colledge**, and the following vote was recorded:

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 03/14/2023
Subject: Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Grant Program – Sanitary Sewer Mains Rehabilitation – College Park, Guillotville Road, and Valleywood Subdivisions

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant subaward agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation – College Park, Guillotville Road, and Valleywood Subdivisions Project.

BACKGROUND:

The Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure.

The Mississippi Department of Environmental Quality (MDEQ) will manage this program. MDEQ will produce Rules and Regulations as to the administration of the program, disburse funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Sanitary Sewer Mains Rehabilitation.

DISCUSSION:

The subaward agreement with the Jackson County Board of Supervisors will provide matching funds to the City for work conducted under the MCWI grant program for the Sanitary Sewer Mains and Rehabilitation project.

This previously mentioned project will provide CCTV (closed circuit television video), smoke testing, and manhole inspections followed by repair, replacement, or lining of sanitary sewer lines or manholes that will decrease the inflow and infiltration in most problem areas.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a grant subaward agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation - College Park, Guillotville Road, and Valleywood Subdivisions Project.

City Council may:

1. Approve the grant subaward agreement, as presented; or
2. Not approve the grant subaward agreement, as presented.

ATTACHMENTS:

1. Council memo-Jackson County MCWI Subaward Grant Agreement-Sanitary Sewer Mains Rehabilitation
2. COUNTY SUBAWARD AGREEMENT - City of Gautier - Sanitary Sewer Main Rehab - College Park, Guillotville Road, and Valleywood Subdivision (UNSIGNED FULL)

**JACKSON COUNTY, MISSISSIPPI LOCAL FISCAL RECOVERY FUND CONTRIBUTION
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF JACKSON**

SUBAWARD AGREEMENT

This document is a Subaward Agreement (“Agreement”) between the Board of Supervisors of Jackson County, Mississippi (“County”) and **City of Gautier**, to provide American Rescue Plan Act (“ARPA”) funds to the City as part of Local Fiscal Recovery Funds contributions relating to match funding for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (“Program”) as specified below and in the attached. This Agreement is subject to all terms and conditions of the Prime Award and the MDEQ Subaward Agreement and any attachments thereto, as identified below and in the attached.

1. SOURCE OF FUNDS

The match funds provided by this Agreement are made available through the Local Fiscal Recovery Funds (“LFRF”) received by Jackson County, Mississippi through the American Rescue Plan Act.

2. PROJECT

Under this Agreement, the County agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’S implementation of the project entitled “**Sanitary Sewer Mains Rehabilitation – College Park, Guilotteville Road, and Valleywood Subdivisions**” (the “Project”).

3. PURPOSE

The purpose of this Project is to make necessary investments in an upgrade to SUBRECIPIENT’S **existing wastewater infrastructure**, in accordance with the MCWI Grant Program specifications.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in the attached Mississippi Department of Environmental Quality (“MDEQ”) **Agreement No. 337-1-CW-5.5** and any attachments thereto (Exhibit “A”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to all applicable terms and conditions identified in the attached MDEQ **Agreement No. 337-1-CW-5.5** and any attachments thereto (Exhibit “A”) and any other special terms and conditions as identified herein, including but not limited to the period of

performance, progress report requirements, financial management and compliance, contractual obligations, compliance with laws, disputes procedure, record retention, etc., unless otherwise specified in this Agreement.

6. CONSIDERATION AND PAYMENT

A. *Project Cost.* The Total Project cost shall not exceed **\$1,500,016.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$625,008.00**;

ii. The LFRF received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$312,504.00**;

iii. The LFRF transferred to the SUBRECIPIENT by the County shall not exceed **\$312,504.00**;

iv. Any other funds the SUBRECIPIENT obligated to the project that are not eligible for MCWI match shall not exceed **\$250,000.00**.

B. *Consideration.* As consideration for the performance of the tasks included in this Agreement and the attached MDEQ Agreement No. 337-1-CW-5.5 (Exhibit "A"), the County agrees to reimburse SUBRECIPIENT an amount not to exceed **Three Hundred Twelve Thousand Five Hundred Four Dollars and Zero Cents (\$312,504.00)**. Consideration paid by the County shall in no event exceed 50% of the amount paid by MCWI Grant Funds.

The County is under no obligation to provide funds to SUBRECIPIENT if the SUBRECIPIENT has not met, or does not continue to meet, all minimum requirements to receive funds, including but not limited to all requirements identified in MDEQ Agreement No. 337-1-CW-5.5 (Exhibit "A"). The County is under no obligation to reimburse costs incurred that are not compliant with federal, state, and local law.

C. *Payment.* Subject to the terms and conditions of this Agreement and MDEQ Agreement No. 337-1-CW-5.5 (Exhibit "A"), the County shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's approval of said invoices, except for any amounts disputed by MDEQ or the County in good faith.

7. NOTICES

All notices, requests, and other communications hereunder shall be in writing pursuant to the terms of the Attached MDEQ Agreement No. 337-1-CW-5.5 (Exhibit "A"). Such

communications must be sent to the respective Parties at the following addresses:

If to Jackson County, Mississippi:

Attention: Brian Fulton, County Administrator
P.O. Box 998
Pascagoula, MS 39568
Ph: 228-769-3088
Email: Brian_Fulton@co.jackson.ms.us

If to SUBRECIPIENT:

Attention: Paula Yancey, City Manager
3330 Hwy. 90
Gautier, MS 39553
Ph: 228-219-8016
Email: pyancey@gautier-ms.gov

8. COUNTERPARTS

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURES TO FOLLOW]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI

Kenneth E. Taylor, President

Date

CITY OF GAUTIER

Paula Yancey, City Manager

Date

EXHIBIT A

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 337-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gautier, UEI Number: NNHKF6JZHN65 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the MCWI Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Sanitary Sewer Mains Rehabilitation -- College Park, Guilotteville Road, and Valleywood Subdivisions” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s existing wastewater infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment “A”, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$1,500,016.00**, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed **\$625,008.00**;
- ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$312,504.00**;
- iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **\$312,504.00**;
- iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **\$250,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$60,000.64**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Six Hundred Twenty-Five Thousand Eight Dollars and Zero Cents (\$625,008.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such

documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment "B" and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments "A" and "C" attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the *Social Security Act* (42 U.S.C. § 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2) and Mississippi Senate Bill No. 2822, entitled the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Regular Session 2022 (April 26, 2022).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the *Social Security Act* (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under Mississippi Senate Bill 2822 of the 2022 Legislative Session.³

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under by the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/06/Mississippi-Senate-Bill-2822.pdf>

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Regulations-Final.pdf>

stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible

after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State.

As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any

way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. DEBARMENT AND SUSPENSION

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. FAILURE TO ENFORCE

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements,

irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and

regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ

Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. HEADINGS

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. NOTICES

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ: Attention: MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT: Attention: Paula Yancey
 3330 Hwy, 90
 Gautier, MS 39553
 Phone: (228) 219-8016
 E-mail: pyancey@gautier-ms.gov

53. COUNTERPARTS

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

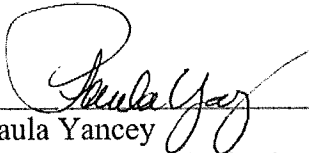


Chris Wells
Executive Director

3/3/23

Date

CITY OF GAUTIER



Paula Yancey
Signature of Authorized Representative

Paula Yancey
Paula Yancey
Printed Name

City Manager
Title

2/21/2023
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Sanitary Sewer Mains Rehabilitation -- College Park, Guilotteville Road, and Valleywood Subdivisions

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

Scope of work for the Project includes of CCTV, smoke testing, and manhole inspections followed by repair, replacement, or lining of sanitary sewer lines or manholes.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. By February 7, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- d. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

- e. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- f. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- g. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- h. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- k. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- l. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

RESOLUTION NUMBER 201-2023

WHEREAS, Mississippi Housing Authority No. VIII requests to waive the \$250 pavilion rental fee and the \$150 deposit required for the Strong Family Community Outreach Initiative to be held at Bacot Park on June 23, 2023 from 11:00 A.M. until 2:00 P.M.; and

WHEREAS, Mississippi Housing Authority No. VIII is a nonprofit organization that would like to host its Strong Family Community Outreach Initiative, which will be open to the public and will have 15-20 vendors; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Mississippi Housing Authority No. VIII to waive the \$250 pavilion rental fee and the \$150 deposit required for the Strong Family Community Outreach Initiative to be held at Bacot Park on June 23, 2023 from 11:00am until 2:00pm is hereby approved and authorized; and

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Jackson**, seconded by **Councilman Colledge** and the following vote was recorded:

AYES: Casey Vaughan
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 03/15/2023
Subject: Request to waive rental fees at Bacot Park Basketball Pavilion for South Mississippi Housing Authority No. VIII for its Strong Family Community Outreach Initiative

REQUEST:

Mississippi Housing Authority No. VIII requests City Council to waive the \$250 pavilion rental fee and the \$150 deposit required for the Strong Family Community Outreach Initiative to be held at Bacot Park on June 23, 2023 from 11:00 a.m. – 2:00 p.m.

BACKGROUND:

Mississippi Housing Authority No. VIII would like to host its Strong Family Community Outreach Initiative. The event will be a community outreach that's open to the public and will have 15-20 vendors. Mississippi Housing Authority No. VIII is a nonprofit organization.

DISCUSSION:

The City recognizes events, such as the Strong Family Community Outreach Initiative, as a way to promote a sense of unity by providing resources that's needed in the community.

RECOMMENDATION:

The Parks & Recreation Department has determined that it is in the best interest of the City to waive all associated fees, as this event is an economic tool that brings into favorable notice the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1. Approve the fee waivers for Mississippi Housing Authority No. VIII for its Strong Family Community Outreach Initiative; or
2. Not approve to waive fees for Mississippi Housing Authority No. VIII for its Strong Family Community Outreach Initiative.

ATTACHMENTS:

1. South Mississippi Housing Authority No. VII Request

South Mississippi Housing Authority No. VIII

P.O. Box 2347 Gulfport, MS 39505-2347 Office: (228) 831-2992 Fax: (228) 831-5575 TTY: (800) 582-2233

*Kim King
10430 Three Rivers Road
Gulfport, MS 39503
228-365-9287*

*South Mississippi Housing Authority
Kim.king@southmississippihousing.org*

March 10, 2023

Dear City of Gautier,

I am writing to formally request the use of the Bacot Ball Park for the purpose of our Annual Strong Families Initiative on June 21, 2023.

I request permission to use the basketball pavilion for vendor setup. We plan to have 15-20 vendors with valuable resources to provide to our community. In addition, I kindly ask that the rental fees for the use of the pavilion be waived as we are a nonprofit organization and unable pay the rental fees. The event will be held on a Wednesday from 11am - 2pm and is open to the public.

I look forward to hearing from you,

Respectfully,



Kim King,
Supportive Services Coordinator
(E): kim.king@southmississippihousing.org
(W): (228) 365-9287
Assisting Families and Changing Lives

If you or anyone in your family is a person with disabilities, and you require a specific accommodation to fully utilize our programs and services, please contact the housing authority.





CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

Event Information:

Date of Event June 21, 2023 Day or Week Wednesday Starting Time 11 AM AM/PM

Ending Time: 2 PM AM/PM Proposed Location of the Event: Bacot Ball Park

Describe the type of event to be conducted: Strong Family Initiative event

Reason for Event, Demonstration or March:

To bring families and the community together to provide valuable resources to those in need.

If Event includes a city property or streets, give proposed route:

(Street)

(Direction Turn)

(Street)

1. _____
2. _____
3. _____
4. _____
5. _____

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT. ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:

Organization:

Name: South Mississippi Housing Authority Phone: (228) 831 - 2992

Address: 10430 Three Rivers Road Gulfport MS 39503
City State Zip

Type of Organization: Housing Authority Profit: x Non-Profit Federal ID# _____
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:

Name: Kim King Phone (Home): (228) 365 - 9287

Address: 10430 Three Rivers Road Phone (Work): () -

City: Gulfport State: MS Zip Code: 39503 -

Position with Organization: Supportive Services/ Homeownership Coordinator

Individual(s) Responsible for keeping order and maintenance:

Name: Kim King Phone (H): (228) 239 - 8348 (W) (228) 365 - 9287

Name: Phone (W): () - (W) () -

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:

- | | | |
|--|--|----------------------------------|
| ☐ Security | ☐ Clean up During Event | ☐ Staging |
| ☐ Traffic Direction | ☐ Clean up After Event | ☐ Fencing |
| ☐ Barricades | ☐ Trash Receptacles/Bag | ☐ Other |
| ☐ Set Up Barricades | | |

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: Kim King

Date: March 7, 2023

FOR OFFICE USE ONLY

Date Rec'd _____ Received By: _____
Event has been _____
Approved _____ Disapproved _____
Approval/Disapproval Authority _____
Date: _____

During City Manager comments, Councilman Anderson made the motion to apply for Community Project Funding, as presented, for the Shepard State Park Ranger House in the amount of \$1.5 million. Councilman George seconded the motion. The vote was carried unanimously.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

RESOLUTION NUMBER 202-2023

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI TO APPLY FOR COMMUNITY PROJECT FUNDING FOR THE SHEPARD STATE PARK RANGER HOUSE

WHEREAS, the Grants and Projects Department requests the authorization to apply for Community Project Funding; and

WHEREAS, the Community Project Funding is awarded through Federal Legislation; and

WHEREAS, the City will seek \$1.5 million for interior and exterior work at the old Shepard State Park Ranger House to create a new community center for residents and visitors; and

WHEREAS, the project would include site work, selective demolition, and renovations; and

WHEREAS, the Mayor and Members of the Council find that applying for Community Project Funding is in the best interests of the City;

NOW, THEREFORE, BE IS RESOLVED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that applying for Community Project Funding for the Shepard State Park Ranger House in the amount of \$1.5 million is hereby approved.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary for this purpose.

Motion was made by **Councilman Anderson**, seconded by **Councilman George**, and the following vote was recorded:

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

Councilman Jackson made the motion to enter closed session to determine if executive session is appropriate. Councilman Gollott seconded the motion. The vote was carried unanimously.

Councilman Jackson made the motion to enter executive session to discuss Ocean Springs Annexation lawsuit and potential litigation involving the Police Department. Councilman George seconded the motion. The vote was carried unanimously.

No action was taken during executive session.

Councilman Colledge made the motion to reenter open session. Councilman Anderson seconded the motion. The vote was carried unanimously.

Councilman Gollott made the motion to adjourn until April 4, 2023, at 6:30pm. Councilman Jackson seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

April 4, 2023
Receive February 2023 Finance Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive February 2023 Finance Reports.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2023

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for February 2023 are hereby received.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting April 4, 2023.

FEB 2023 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$6,214,986.67
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,530,088.07
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$2,996,597.05
MDAH School House Grant	Depository Account	030-000-001	\$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$139,437.77
U S Justice Equitable Sharing	Depository Account	157-000-001	\$87,213.34
Fire Protection Fund	Depository Account	160-000-001	\$296,549.28
Tidelands Grant	Depository Account	171-000-001	(\$24,168.66)
Library Support Fund	Depository Account	172-000-001	\$54,458.48
Shepard State Park Fund	Depository Account	176-000-001	\$79,339.51
USDA NRCS EWP Program	Depository Account	300-000-001	\$3,395.07
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$75,482.54
Town Center Retail Dev Complex	Depository Account	309-000-001	
Solid Waste Fund	Depository Account	404-000-001	\$224,633.63
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$11,679,796.18
General Depository Reconciled Cash Balance			\$11,679,796.18

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	\$0.01
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	(\$655,753.88)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,457,603.38
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$2,849,412.03
Enterprise Reconciled Cash Balance			\$2,845,718.16

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,304,390.74
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,493,441.50
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$298,770.20
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$723,751.65
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$50,607.93
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$50,607.93
MSPAC_TC Park HB1535 Project	Restricted Fund	304-000-004	\$4,008,115.06
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,003,453.65
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$2,004,508.96
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$894,449.62
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$20,642.77
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$57.84
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$3,538,301.60
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$168,917.56
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$255,132.26
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$934,351.89
Total Bond & Restricted Reconciled Cash Balances			\$16,749,501.16

**FEB 2023
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2023	FEB 2023	Balance	41.66% % to date
General Fund Revenues	11,250,849.00	5,789,974.37	5,460,874.63	51.4%
Expenditures:				
001 Legislative	265,541.00	127,616.60	137,924.40	48.0%
010 City Court	340,660.00	129,392.69	211,267.31	37.9%
021 City Manager	336,800.00	99,285.99	237,514.01	29.4%
022 Human Resources	76,928.00	27,100.10	49,827.90	35.2%
040 City Clerk	505,751.00	188,456.79	317,294.21	37.2%
060 City Attorney	160,000.00	58,210.40	101,789.60	36.3%
090 Economic Dev - Planning	521,675.00	199,456.43	322,218.57	38.2%
092 Building & General Expenses	1,321,000.00	523,053.90	797,946.10	39.5%
094 Grants & Project Admin	235,608.00	90,006.53	145,601.47	38.2%
100 Police	3,165,971.00	1,093,070.51	2,072,900.49	34.5%
161 Fire	3,024,807.00	1,164,464.33	1,860,342.67	38.4%
170 Recreation	823,599.00	296,798.58	526,800.42	36.0%
201 PW: Streets	381,300.00	56,931.22	324,368.78	14.9%
205 PW: Maintenance	393,295.00	119,161.49	274,133.51	30.2%
680 Debt Service	87,454.00	46,323.96	41,130.04	52.9%
900 Interfund Transfers	882,540.00	239,566.25	642,973.75	27.1%
General Fund Expenditures	12,522,929.00	4,458,895.77	8,064,033.23	35.6%
<i>Total Operating Expenditures</i>	10,883,155.00	4,062,225.72	6,820,929.28	
<i>Total Capital Outlay Expenditures</i>	579,741.00	73,100.51	506,640.49	
<i>Total Debt Service</i>	177,493.00	84,003.29	93,489.71	
<i>Total Transfers Out</i>	882,540.00	239,566.25	642,973.75	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,522,929.00	4,458,895.77	8,064,033.23	
<i>Personnel</i>	7,483,099.00	2,903,208.50	4,579,890.50	
<i>Supplies</i>	749,211.00	225,831.59	523,379.41	
<i>Other Services</i>	2,650,845.00	933,185.63	1,717,659.37	
<i>Capital Outlay</i>	579,741.00	73,100.51	506,640.49	
<i>Debt Service</i>	177,493.00	84,003.29	93,489.71	
<i>Interfund Transfers for DS</i>	882,540.00	239,566.25	642,973.75	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,522,929.00	4,458,895.77	8,064,033.23	

**FEB 2023
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of FEB 2023	Balance	41.66% % to date
002 HB1 Modernization Funds				
Revenues	1,123,294.00	519,152.00	604,142.00	46.2%
Expenditures	2,141,730.07	7,500.00	2,134,230.07	0.3%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	0.00	0.00	0.00	
Expenditures	3,627,788.00	640,103.21	2,987,684.79	17.6%
030 MDAH 2014 Community Heritage				
Revenues	0.00	0.00	0.00	
Expenditures	1,783.43	0.00	1,783.43	
130 \$7M GO Bond - Capital Improvements				
Revenues	4,881,610.65	90,260.05	4,791,350.60	1.8%
Expenditures	6,888,697.89	706,602.89	6,182,095.00	10.2%
156 SE MS METRO TASK FORCE				
Revenues	0.00	45,000.00	(45,000.00)	
Expenditures	276,395.10	182,197.42	94,197.68	65.9%
157 US Justice Equitable Sharing				
Revenues	0.00	7,915.29	(7,915.29)	
Expenditures	80,762.65	6,984.60	73,778.05	8.6%
160 Fire Protection Fund				
Revenues	543,000.00	0.00	543,000.00	
Expenditures	679,950.79	41,231.70	638,719.09	6.0%
171 Combined Tidelands Grant				
Revenues	824,870.30	73,247.28	751,623.02	8.8%
Expenditures	819,802.40	92,348.04	727,454.36	11.2%
172 Library Support Fund				
Revenues	126,031.00	92,306.35	33,724.65	73.2%
Expenditures	126,031.00	41,416.52	84,614.48	32.8%
176 Shepard State Park				
Revenues	241,905.00	77,950.40	163,954.60	32.2%
Expenditures	278,715.00	59,259.90	219,455.10	21.2%
177 HB1353 Local Imps: Shepard				
Revenues	0.00	2,783.05	(2,783.05)	
Expenditures	1,500,000.00	9,600.00	1,490,400.00	0.6%
250 2018 W&S Bond Debt Service				
Revenues	288,762.00	120,311.04	168,450.96	41.6%
Expenditures	288,119.00	64,059.38	224,059.62	22.2%

**FEB 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of FEB 2023	Balance	41.66% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,655.00	10,654.94	0.06	99.9%
Expenditures	608.00	0.00	608.00	
252 2019 W&S Bond Debt Service				
Revenues	385,146.00	160,209.02	224,936.98	41.5%
Expenditures	376,638.00	300,106.25	76,531.75	79.6%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,855.00	10,857.06	(2.06)	100.0%
Expenditures	866.00	0.00	866.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,257.00	210,132.18	88,124.82	70.4%
Expenditures	298,157.00	226,115.63	72,041.37	75.8%
255 S2020 Refnd GO Bond Debt Service				
Revenues	500,383.00	29,566.25	470,816.75	5.9%
Expenditures	500,383.00	29,566.25	470,816.75	5.9%
300 USDA-NRCS EWP				
Revenues	150,029.46	0.00	150,029.46	
Expenditures	0.00	0.00	0.00	
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	19,161.00	0.00	19,161.00	
Expenditures	94,839.47	0.00	94,839.47	
304 Town Commons Park Project				
Revenues	259,000.00	10,859.80	248,140.20	4.1%
Expenditures	8,142,015.35	134,337.72	8,007,677.63	1.6%
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,900.00	1,874.20	25.80	98.6%
Expenditures	20,721.68	0.00	20,721.68	
307 Bacot Park Improvements				
Revenues	0.00	0.00	0.00	
Expenditures	0.00	65,257.82	(65,257.82)	
309 Town Center Retail Dev Complex				
Revenues	0.00	0.00	0.00	
Expenditures	0.00	0.00	0.00	
355 Water Supply & Treatment Plant				
Revenues	325,563.64	8,717.70	316,845.94	2.6%
Expenditures	5,123,657.43	1,249,640.50	3,874,016.93	24.3%

**FEB 2023
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of FEB 2023	Balance	41.66% % to date
360 OST-GV SEWER IMPROVEMENTS				
Revenues	0.00	185,888.81	(185,888.81)	
Expenditures	0.00	0.00	0.00	
361 GV-ROBERTSDALE SEWER IMPS				
Revenues	2,438,666.50	44,933.00	2,393,733.50	1.8%
Expenditures	2,438,666.50	678,220.38	1,760,446.12	27.8%
404 Solid Waste Fund				
Revenues	1,592,640.00	666,959.68	925,680.32	41.8%
Expenditures	1,605,000.00	539,165.88	1,065,834.12	33.5%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	45.00	2,182.84	(2,137.84)	4850.7%
Expenditures	45.00	0.00	45.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	472.69	(22.69)	105.0%
Expenditures	0.00	0.00	0.00	

**FEB 2023
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2023	FEB 2023	Balance	41.66% % to date
Utility Fund Revenues	9,100,000.00	3,838,026.31	5,261,973.69	42.1%
Administration	3,095,272.00	1,257,409.53	1,837,862.47	40.6%
Water & Sewer O & M	3,976,359.00	1,448,939.48	2,527,419.52	36.4%
Debt Service	1,065,477.00	246,274.93	819,202.07	23.1%
Transfers	1,793,564.00	300,000.00	1,493,564.00	16.7%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,130,672.00	3,252,623.94	6,878,048.06	32.1%
<i>Total Operating Expenditures</i>	<i>6,899,631.00</i>	<i>2,682,041.05</i>	<i>4,217,589.95</i>	
<i>Total Capital Outlay Expenditures</i>	<i>172,000.00</i>	<i>24,307.96</i>	<i>147,692.04</i>	
<i>Total Debt Service</i>	<i>1,065,477.00</i>	<i>246,274.93</i>	<i>819,202.07</i>	
<i>Total Interfund Transfers</i>	<i>1,793,564.00</i>	<i>300,000.00</i>	<i>1,493,564.00</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,130,672.00</i>	<i>3,252,623.94</i>	<i>6,878,048.06</i>	
 <i>Personnel</i>	 <i>541,083.00</i>	 <i>208,765.50</i>	 <i>332,317.50</i>	
<i>Supplies</i>	<i>313,000.00</i>	<i>97,198.46</i>	<i>215,801.54</i>	
<i>Other Services</i>	<i>6,045,548.00</i>	<i>2,376,077.09</i>	<i>3,669,470.91</i>	
<i>Capital Outlay</i>	<i>172,000.00</i>	<i>24,307.96</i>	<i>147,692.04</i>	
<i>Debt Service</i>	<i>1,065,477.00</i>	<i>246,274.93</i>	<i>819,202.07</i>	
<i>Interfund Transfers</i>	<i>1,793,564.00</i>	<i>300,000.00</i>	<i>1,493,564.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,130,672.00</i>	<i>3,252,623.94</i>	<i>6,878,048.06</i>	

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

April 4, 2023
Approval of water and sewer adjustments for April 2023 in the amount of \$13,625.61

Introduced by:
Contact Person/Telephone

Ramona Morgan 497- 8000

Summary Explanation: Approval of water and sewer adjustments for April 2023 in the amount of \$13,625.61

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi the following:

ORDER NUMBER 000-2023

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated April 2023 in the amount of \$13,625.61 is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

[illegible]

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

April 4, 2023
Authorization to remove broken chairs from the City of Gautier's inventory

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Authorization to remove broken chairs from the City of Gautier's inventory

EXHIBITS FOR REVIEW

Resolution	☒
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☐
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi the following:

RESOLUTION NUMBER 000-2023

**RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING BROKEN CHAIRS
FROM THE CITY OF GAUTIER'S INVENTORY**

WHEREAS, the City Clerk Department is requesting the following chairs be removed from inventory and declared surplus:

- Black office chair – asset number 292
- Black office chair – asset number 3624

WHEREAS, the Mayor and Members of the Council have determined that given the condition, the chairs have no value, and therefore removal from inventory and discard by auction or scrap is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the chairs described above is hereby removed from inventory and declared surplus.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 4th of April , 2023.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 03/27/2023
Subject: Authorization to remove broken chairs from the Utility Department's inventory.

REQUEST:

City Council authorization is requested by the City Clerk's Department to remove two black office chairs, asset numbers 292 and 3624, from the Utility Departments inventory and to discard them.

BACKGROUND:

The City Clerk's Department has determined that these chairs are no longer in working order and they have been replaced. Removal from inventory is in the best interest of the City of Gautier.

DISCUSSION:

None

RECOMMENDATION:

The City Staff recommends that City Council authorize the removal of these chairs from inventory so the inventory spreadsheet can be updated.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

April 4, 2023
Authorization to advertise for Request for Proposals
for Disaster Debris Monitoring Services

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Authorization to advertise for Request for Proposals for Disaster Debris Monitoring Services

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2023

WHEREAS, the City of Gautier is seeking Requests for Proposals for experienced and qualified firms for Disaster Debris Monitoring Services; and

WHEREAS, the Request for Proposals is to identify and contract through an open advertised RFP process for qualified firms to provide Disaster Debris Monitoring Services in support of the City's disaster recovery operations; and

WHEREAS, information is sought for Debris Monitoring Services of disaster-related debris of every kind and nature from public right of ways within the incorporated areas, City property, waterways, and/or private property, if approved by the City, State, and FEMA; and

WHEREAS, such services will ensure that the City is full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews; and

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to advertise for Request for Proposals for Disaster Debris Monitoring Services.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: March 28, 2023
Subject: Authorization to Advertise a Request for Proposal for Disaster Debris Monitoring Services

REQUEST:

The Grants and Projects Department requests authorization to advertise a Request for Proposal for experienced and qualified firms for Disaster Debris Monitoring Services.

BACKGROUND:

This RFP is to identify and contract through an open advertised RFP process for qualified firms to provide Disaster Debris Monitoring Services in support of the City's disaster recovery operations. Information is sought for Debris Monitoring Services of disaster-related debris of every kind and nature from public right of ways within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA).

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on April 7, 2023, and April 14, 2023. RFP's must be submitted before 5 p.m. on May 8, 2023.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising a Request for Proposal for experienced and qualified firms for Disaster Debris Monitoring Services.

The City Council may:

1. Approve the advertisement, as presented; or
2. Not approve the advertisement, as presented.

ATTACHMENT(S):

1. Advertisement for RFP

ADVERTISEMENT FOR REQUEST FOR PROPOSAL (RFP)

Notice is hereby given that the City of Gautier, Mississippi is requesting proposal packages, at Gautier City Hall, 3330 Hwy 90, until 5:00 PM on May 8, 2023, for the following:

“PRE-DISASTER DEBRIS MONITORING SERVICES”

The City of Gautier, Mississippi, (hereinafter “City”) is seeking written proposal packages from qualified firms to provide Pre-Disaster Debris Monitoring Services. Proposals will be evaluated based on pricing, capacity for performance, qualifications, experience, and references.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier in the event of a disaster. Requests for proposal are sought for the monitoring of disaster-related debris of every kind and nature from public rights of way within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA), as further described in the Request for Proposal (RFP). Private Right of Way Access or Right of Entry (ROE) may or may not be part of the projects, however, if the City, State, or FEMA authorizes the ROE, it will become part of specific projects.

The City will receive requests from qualified firms to provide debris monitoring services with experience in the areas identified in the request. For consideration, information must contain evidence of experience and abilities in the specified area and other disciplines directly related to Debris Monitoring.

All properly submitted RFP Packages will be evaluated by an Evaluation Committee. Evaluation Committee Team Members (ECTMs) will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

- 1. Pricing 30%** - Contracts derived through procurement by competitive proposals with more than one source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and price is considered reasonable compensation of services.
- 2. Capacity for Performance 20%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.
- 3. Qualifications 25%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each respondent will be evaluated on the experience and education of the key personnel that will be assigned to the City’s projects.

Each firm and/or respondent will be evaluated on its ability to provide comprehensive disaster debris monitoring services in a timely manner. *(Items to be considered include number of qualified staff with expertise and*

knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State and Local laws and regulations regarding Disaster Debris Monitoring operations. MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged).

- 4. Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Debris Monitoring Services as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2019; FEMA Public Assistance Program & Policy Guide, and Public Assistance Alternate Procedures Pilot Program guidance for Debris Monitoring.

The information submitted should, as a minimum, include:

- (1) Types of program(s) with emphasis on experience in debris monitoring operations as it relates to disaster recovery programs.
- (2) Types of debris monitoring work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).

- 5. References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

An optional pre-bid conference will be held at 11 a.m. on Thursday, April 20, 2023, at Gautier City Hall, 3330 Hwy. 90. All interested parties are urged to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

For Sealed RFP Packages to be considered, submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: PRE-DISASTER DEBRIS MONITORING SERVICES.

Address proposals to Leoqueita Reddix, Purchasing Agent, 3330 Highway 90, Gautier, Mississippi 39553 no later than 5:00 p.m. Central Time on May 8, 2023. No electronic or facsimile copies of the responses will be accepted. Timely submission of the response is the responsibility of the respondent. Responses received after the specified time shall be rejected and returned to the respondent unopened. The time and date of receipt shall be indicated on the envelope or package

by the City Clerk's Office. Each page of the response, all attachments and the USB Flash Drive shall be identified with the name of the respondent. Responses to the RFP will be referred to the Selection Committee.

The City of Gautier encourages minority and women-owned businesses to submit proposals.

Request for RFP packages may be obtained in writing from:

City of Gautier, Mississippi
Attn: Leoqueita Reddix, Purchasing Agent
3330 Hwy 90
Gautier, MS 39553
Or telephone 228-497-8000
Or lreddix@gautier-ms.gov

The City reserves the right to reject any and all requests for proposals and to waive any informality in the proposal accepted.

Paula Yancey
City Manager
City of Gautier, MS

(SEAL)

Publication Dates:

Sun Herald: April 7th and 14th, 2023

CITY OF GAUTIER

REQUEST FOR PROPOSAL

DISASTER DEBRIS MONITORING SERVICES

I. INTRODUCTION

A. Purpose:

The City of Gautier is accepting sealed Request for Proposal (RFP) packages. The purpose of this RFP is to solicit responses from qualified firms to provide Disaster Debris Monitoring Services in support of the City's disaster recovery operations. Information is sought for Debris Monitoring Services of disaster related debris, of every kind and nature from public right of ways within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of the projects. However, if the City, State, or FEMA authorizes the ROE, it may become part of specific projects.

The objective of this RFP is to identify and contract for Disaster Debris Monitoring Services through an open advertised RFP process. Respondents shall appoint a single Point of Contact (SPOC) for this Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), Mississippi Department of Transportation (MDOT), the Mississippi Department of Environmental Quality (MDEQ), the Mississippi Department of Health (MSDH), the Mississippi Board of Animal Health (MBAH), and FEMA as requested. The RFP response should be clear on how the Respondent will assist the City through its Disaster Debris Monitoring Services.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier.

Respondent should be aware of and acknowledge understanding of the following most recent publication(s):

1. Federal Office of Management and Budget (OMB) new Super Circular Guidelines (2 CFR 200.318 through 326) for all Federal Agencies participating in Federal Grants including FEMA.
2. FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-2 (current version); FEMA Debris Management Guide, FEMA-325 (current version); FEMA Disaster Recovery Act 2018.

3. NOAA Mississippi Marine Debris Emergency Response Guide (MSMERG).
4. Mississippi Department of Environmental Quality (MDEQ) Emergency Debris Management Guidance.
5. Historical Preservation Laws - The City of Gautier has several Historical Listings by the Mississippi Department of Archives and History. Respondent is advised to review the listings in the City should the locations be affected for Debris Monitoring.

B. The City of Gautier's Required and Available Clauses:

- C. The City of Gautier will utilize its Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services. These Required and Available Clauses shall serve as a guideline in keeping compliance with Federal, State and Local procurement requirements. A copy of the Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services is attached as Appendix A (see pg. 26 -35) **RFP Contact Information for Questions:**

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** by or before 12 p.m. (CT) on **April 24, 2023**.

- D. Contact Information:** Leoqueita Reddix, Purchasing Agent
3330 Highway 90
Gautier, MS 39553
Email: lreddix@gautier-ms.gov
Phone: (228) 497-8000

****Interested firms may not contact any official or staff member of the City of Gautier, except the above referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.***

E. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a City-issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the City to any requirements, terms or conditions not stated herein. The City shall make every possible, good faith effort to issue any and all addenda no later than three (3) days prior to the due date for proposals.

F. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to and received by the City of Gautier by or before 5 p.m. (CT) on **May 8, 2023**. Any packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

RFP Respondents have the option of submitting RFP Packages in a **SEALED** envelope/container and clearly marked on the exterior of the package: “DISASTER DEBRIS MONITORING SERVICES”. For a copy of the RFP, documents can be viewed or downloaded from www.gautier-ms.gov.

Mail or Ship Sealed RFP Packages to: OR Hand Deliver Sealed RFP Packages to:

City of Gautier
Attn: Leoqueita Reddix, Purchasing Agent
RE: Disaster Debris Monitoring Services RFP
3330 Highway 90
Gautier, MS 39553

G. RFP Response Packaging Instructions:

For sealed RFP Packages, to be considered, submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: DISASTER DEBRIS MONITORING SERVICES.

Each package submitted must also have the Respondent’s company name and mailing address marked plainly on the exterior of the envelope/container.

H. Evaluation of Responses:

All properly submitted RFP Packages will be evaluated by an Evaluation Committee the City of Gautier has selected. Evaluation Committee Team Members (ECTMs) will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

- 1. Pricing 30%** - Contracts derived through procurement by competitive proposals with more than one source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and price is considered reasonable compensation of services.
- 2. Capacity for Performance 20%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.
- 3. Qualifications 25%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each respondent will be evaluated on the experience and education of the key personnel that will be assigned to the City’s projects.

Each firm and/or respondent will be evaluated on its ability to provide comprehensive disaster debris monitoring services in a timely manner. *(Items to be considered include number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State and Local laws and regulations regarding Disaster Debris Monitoring operations. MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged).*

- 4. Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Debris Monitoring Services as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2019; FEMA Public Assistance Program & Policy Guide, and Public Assistance Alternate Procedures Pilot Program guidance for Debris Monitoring.

The information submitted should, as a minimum, include:

- (1) Types of program(s) with emphasis on experience in debris monitoring operations as it relates to disaster recovery programs.
- (2) Types of debris monitoring work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).

- 5. References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

The City desires to avoid the expense to all parties of unnecessary presentations. However, the City may elect to conduct oral interviews or presentations from one or more of the Respondents in order to make a final determination of the top rankings. If the City elects to conduct oral interviews or presentations, selected firms will be notified.

City Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a Respondent, including past performance (experience) with the City prior to recommending approval of award.

The City of Gautier reserves the right to reject any or all proposals, waive irregularities or minor formalities, or award to/negotiate with the firm whose proposal best serves the interest of the City.

I. Contract Award:

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein. There is no guarantee a contract will be awarded. The City reserves the right to award to one or multiple proposers at its discretion. A contract is not conditioned upon receipt of FEMA funding.

J. Contract Performance:

At any point in time during the term of the Contract with the awarded Respondent, City Staff may review records of performance to ensure that the Respondent is continuing to provide sufficient labor support, equipment and organization as prescribed herein. The City may place said contract on probationary status and implement termination procedures if the City determines that the Respondent no longer possesses the labor support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

II. General Requirements

A. Background:

Gautier, Mississippi, seeks disaster related Debris Monitoring Services. This includes debris monitoring operations for every kind and nature of disaster related debris from public right of ways within the unincorporated areas, from City property (and/or private property if approved by the State), and waterways. Private Property Right of Way Access or Right of Entry (ROE) may or may not be part of this monitoring service. However, if the City or State authorizes the ROE it may become part of the specific projects

The City will evaluate the Qualifications on what is in the best interest of the City and the nature of future events. The City seeks to identify qualified Respondents to oversee either City Task Force or Debris Removal Contractor(s). It shall be noted that any contract would be for payment of Disaster Debris Monitoring Services that is consistent with the FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-02 (current version). A Scope of Work (SOW) is provided for Respondents to review in detail. The SOW is detailed as to the terms of this Request for Proposal, and the Respondent should acknowledge each line item. Should a Respondent take exception to any line items in the SOW, it should be clearly stated within the response.

B. Scope of Work: - Specific tasks include, but are not limited to, the following:

Respondents must provide a technical overview for Debris Monitoring as to how they will respond to this event. A Historic and Environmental Preservation overview is also required in the response.

The scope of services as described below shall be considered a minimum standard to meet in responding to this RFP and/or providing services in the event the Respondent is awarded Debris Monitoring Service. The monitoring services Respondent shall be experienced and knowledgeable in handling and executing disaster debris removal and disposal monitoring in compliance and consistent with the policies and publications of MEMA and FEMA.

The City will designate a Project Manager that will act as the Point of Contact (POC) for each event. The POC may consist of a City Employee, or a Professional Contractor according to the type and size of any activation.

The Respondent will work with Project Manager by assisting in determining the amounts of debris prior to beginning services.

The Respondent will work with all associated teams including MEMA, FEMA, City, and Debris Removal Contractors as needed for timely project completions, cost effectiveness, and to maximize FEMA Category A reimbursements.

The Respondent will measure and certify all equipment associated with either the City Task Force or approved Disaster Debris Removal contractor(s).

The Respondent will be familiar with standard Mississippi Department of Transportation (MDOT) Traffic Control Measures and report to the Project Manager any safety issues or irregularities.

The Respondent will report any delays, issues or concerns by the City or Disaster Debris Removal Contractor to the Project Manager.

The Respondent will oversee all debris pick up sites as well as temporary and or final sites. Oversight will include GPS coordinates, addresses for pick up, and photographs. Handwritten Load tickets will either be provided by the City or by the Disaster Debris Removal Contractor. Should the Respondent be positioned to offer e-ticketing, a description should be included in the technical overview within the proposal for this service. Should the Respondent offer e-ticketing, future pricing for any additional devices and the hourly rates for any positions that may be utilizing the devices should also be included within the proposal for this service. Respondent will be required to state hourly pricing for flat rate without e-ticketing devices as well as with e-ticketing devices. Either handwritten or electronic tickets must be completed in detail for each line item. Photo documentation must be provided from cradle to grave and correlate

with the load tickets. The Respondent will be responsible for providing any elevated structures and/or equipment needed in order to successfully document debris loads if the pre-disaster debris removal contract is not activated. If the pre-disaster debris removal contract is activated, it shall be the responsibility of debris removal contractor to provide any elevated structures and/or equipment needed to successfully document debris loads.

Respondents will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the City Project Manager that can be sent to MEMA and FEMA daily.

Respondent will be responsible for working sun-up to sun-down seven days a week unless directed differently by the City Project Manager.

As a minimum, the Respondent must provide sufficiently trained Personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical.

Respondent will be required to document any damage to City or private property caused by the Disaster Debris Removal contractor(s). Respondent should also document any City infrastructure damage caused by the event.

Respondent must be able to activate within 24 hours of notification to proceed by the City.

Respondent must certify that the company or any of its principals are not barred from performing any Federally Funded Projects including FEMA and the FHWA.

SCOPE OF POSITIONS

Provide Project Managers, Roving Managers, Field Monitors, Fixed Site Monitors, Data Managers, and Clerical for Debris Monitoring following a Federal Declaration. Respondents may provide e-ticketing service however it is not mandatory for this request.

1) Project Manager:

Respondent will provide a Project Manager to oversee debris monitoring activities.

- a. Oversight and Supervision of Monitor field activities.
- b. Scheduling of Monitoring resources and deployment timing.
- c. Communication and coordination with City Personnel.
- d. Make suggestions to improve the efficiency of collection and removal of debris.
- e. Coordinate daily activities and future planning.

- f. Remain in contact with Project Manager.
- g. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
- h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the City and or the Removal Contractor(s).
- i. Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City or Removal Contractor.
- j. Communicate with Debris Removal Contractor(s) to assist with logistics and overall debris removal programs.

2) Field Debris Monitors and Roving/Operations Manager:

Respondent will perform on-site, street-level work area inspections of debris cleanup and collection. Respondent will provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets (electronic or paper). A Roving or Operations Manager will also be assigned to oversee a maximum of ten Field Monitors. Monitoring operations personnel are typically expected to oversee the following items:

- a. Provide field monitor personnel at designated areas to check and verify information on debris removal operations.
- b. Monitor collection activity of trucks.
- c. Issue manifest load tickets at loading site for each load.
- d. Check the area for safety considerations such as – downed power lines, the presents of children, traffic control, safety of equipment
- e. Assist contractor with pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mailboxes, etc. to help prevent damage from loading equipment and to look for potential problems.
- f. Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your Roving Manager.
- g. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
- h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- i. Properly monitor and record performance and productivity of debris removal crew.
- j. Remain in constant contact with Roving Manager. Roving Manager is to report directly to the Project Manager.

- k. Assist contractor to ensure that loads are contained properly before leaving the loading area.
- l. Ensure only eligible debris is collected for loading and hauling.
- m. Ensure only debris from approved public areas is loaded for removal.
- n. Perform other duties from time to time as directed by the debris management project manager.
- o. Provide photographs, GPS Coordinates, and other documentation as required.

3) Fixed Site Debris Monitors:

Respondent will provide Personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary and or final disposal sites.

- a. Provide disposal site monitors and inspectors Personnel.
- b. Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket.
- c. Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area.
- d. Remain in contact with debris management/dispatch center or supervisor.
- e. Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City Personnel.
- f. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- g. Ensure trucks leaving the disposal area are empty.

4) Data Managers:

Respondent will provide Personnel to oversee electronic documentation including:

- a. Excel Spreadsheets as to amounts of debris collected daily.
- b. Maintenance and data transfer of e-ticketing system if applicable.
- c. Data Retention and back up of Data Retention for a minimum of 5 years at the expense of the Respondent.
- d. GPS devices and oversight of coordinating with FEMA on accuracy.
- e. GIS coordination with the City, PDD, and/or state.

5) Clerical:

Respondent will provide Personnel to assist with data collection daily.

- a. Enter daily data into either Excel Spreadsheets or e-ticketing system.
- b. Verify Billing.
- c. Audit billing vs. invoices.
- d. Prepare cover documentation for services and create a filing system either electronic and or paper.
- e. Respond to the general public regarding questions related to Debris Removal operations.

C. Billing

The winning Respondent will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the City. All direct project costs will be concisely billed to specific project codes established by the City.

D. Deployment

Respondent must be prepared to deploy within 24 hours from the notice to proceed. Respondent staffing levels shall be efficient and coincide with the scale of the Debris Monitoring operations and must be approved by the Owner prior to deployment. The Respondent shall obtain approval from the City for any increase in the staffing levels.

The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the providing insurance.

E. Considerations

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's personal and equipment is the responsibility of the Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend Respondent's operations due to inclement weather. The performance period may be extended for weather delays. The Respondent shall permit access by the Recipient, the Sub Recipient, the City, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

F. Sub-Contractors:

If the respondent elects to sub-contract with any firm, for any portion of the work, the respondent shall be responsible for all work performed by any sub-contract and the respondent shall not be relieved of any obligations under this Contract.

Each respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each respondent must provide a list of Sub-Contractors, under heading IV. Request for Proposals Submittal Requirements, item C. RFP Components, Section 3:

Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there on.

At any time, the City may, at its discretion, require any respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the respondent, at no cost to the City.

The City reserves the right to disqualify any respondent, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the respondent and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

III. CONTRACT REQUIREMENTS

A. Insurance Requirements:

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The Contractor shall furnish proof of Insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor, or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 if applicable.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owner and non-owner automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

B. Licenses, Permits & Fees:

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Contractor.

C. Contract Agreement & Term:

The intent of the City of Gautier is to select the firm(s) which is deemed best through the evaluation process and to award a contract upon successful negotiations to that firm(s). It is anticipated that the City will issue a Disaster Debris Monitoring Services contract. The initial contract term shall be for a period of two (2) years, with an option to renew for a period of one (1) additional year.

It is expressly understood that the City's selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations will follow between the City and the selected respondent; it is further expressly understood that no contractual relationship exists with the City until a contract has been executed by both the City and the selected respondent.

It is further expressly understood that the occurrence of a disaster event does not guarantee activation of the executed contract or work. In the event of a disaster, the City will determine whether to activate the executed contract as it deems services are required. The Draft Contract is attached hereto as Appendix C and incorporated herein. The Draft Contract is provided for informational purposes only. Any exceptions to the agreement should be included in the proposal response.

D. Collusion:

By affixing his/her signature to this submittal, the Respondent agrees to the following: "Respondent certifies that his/her submittal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

E. Applicable Law:

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

F. Termination for Convenience Clause:

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
2. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the

terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

G. Termination for Default Clause.

1. **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable

causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.
6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

H. Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its mayor, councilmen, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

I. Public Records:

Proposers should be aware that this Request for Proposals and all responses thereto are public records. If submitting documents which the proposer contends are exempt from disclosure under the Mississippi Public Records Act, the proposer shall provide a written statement at the time of submittal which shall describe the documents filed and which shall fully explain why the documents are designated as exempt from disclosure and must specifically cite any statute or other legal authority in support of such designation. Any such document shall be clearly designated as such on its face by the proposer and accompanying cover letter at the time of submittal and shall be placed in an envelope other than white. Each page of each document shall be marked "CONFIDENTIAL". Failure to

identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release.

J. Availability of Funds:

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFP's is conditioned upon the appropriation of funds by the City.

K. Compliance with Laws:

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

L. Stop Work Orders:

1. Order to Stop Work:

The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

- a) Cancel the stop work order; or
- b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2. Cancellation or Expiration of the Order:

If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- a) The stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and
 - b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City of Gautier decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
3. Termination of Stopped Work:
If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. Adjustments of Price:
Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

M. Representation regarding Contingent Fees:

Respondent represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Respondent's proposal.

N. Acknowledgement of Amendments:

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of proposals.

O. Certification of Independent Price Determination:

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal:

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

P. E-Invoices and Payment. The City requires the Contractor submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.

Q. E-Verification:

If applicable, Respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Respondent agrees to provide a copy of each such verification. Respondent further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Respondent to the following:

1. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. The loss of any license, permit, certification or other document granted to Respondent by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
3. Both. In the event of such cancellations/termination, Respondent would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

R. Transparency:

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The

disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

S. Trade Secrets, Commercial and Financial Information:

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

T. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]- Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. (Complete and Submit Anti-Lobbying Certification Form, APPENDIX B, Attachment F)

U. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (Complete and Submit Suspension and Debarment Certification Form, APPENDIX B, Attachment G)

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

V. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) the Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

W. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

IV. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs,

and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Gautier and will not be returned. All submitted RFP's are subject to all applicable public records laws. This includes the Mississippi Public Records Act of 1983. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City. The RFP and the successful proposal will be incorporated into the contract.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date. Contract will require a maximum dollar cap according to the magnitude of the disaster. The City may establish an estimated amount for this event.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section

1. RFP Checklist and Required Forms
2. Cover Letter
3. Qualifications and Experience
4. Proposed Strategy and Technical Approach
5. Auditing History
6. Proposed Pricing
7. References
8. Administrative Information
9. Capacity

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows:

For Sealed RFP Packages: submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental

information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: DISASTER DEBRIS MONITORING SERVICES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

The RFP documents will be on 8 ½" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12 size font, maximum 25 pages.

The 25-page limit does not include the required eight (8) forms that are included in the RFP attachments (Request for Proposal Checklist, Attachment A, B, C, D, E, F, G, and H).

Additionally, all headings, sections and sub-sections shall be identified appropriately. Front and back shall constitute two (2) pages. All documentation shall be in the exact order and format as shown below.

In order to insure a uniform review process and to obtain the maximum degree of comparability, proposals should be organized in the manner specified as follows:

Section 1: RFP Checklist and Required Forms (Complete and Submit)

Complete and provide page APPENDIX B.

Section 2: Cover Letter

Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;
- A brief statement of the Respondent's understanding of the services required and qualifications to provide Debris Monitoring services;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the Respondent deems appropriate.

Section 3: Qualifications and Experience

In this section, Respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing disaster debris monitoring services including in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues

related to the project. *MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged.* Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi;
- Current Applicable Department of Professional Regulation License(s);
- Current Applicable Certification(s);
- A list of Sub-Contractors with credentials and related experience.

Section 4: Proposed Strategy and Technical Approach

In this section, Respondent shall provide the firm's proposed strategy in representing the City in responding to non-declared and/or declared disasters, and shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History

In this section, Respondent shall demonstrate the firm's prior experience in defending and maintaining federal program reimbursements.

Section 6: Proposed Pricing

In this section, Respondent shall fill out and submit the proposed hourly rates on the Hourly Rate Form provided herein as Appendix B, Attachment A. Any and all positions that may perform any work required under the scope of services shall be provided by each Respondent in this Hourly Rate Form. The hourly rate is a composite of the proposed base rates, fringe, overhead & profit, and proposed billing rates. Please provide the name and specific office location for the staff member holding each position. For evaluation purposes, the City will calculate an average base rate for each Respondent, using all the proposed base rates submitted on the hourly rate sheet.

Respondents shall be scored based on a pro-rata distribution of points according to the average base rate for each Respondent. The Respondent with the lowest average proposed base rate shall receive the maximum points possible, and all other Respondents shall receive a score based on the rates provided herein the Hourly Rate Form Appendix B, Attachment A (see pg. 20).

Section 7: References

Provide five references on projects within the last five years with similar scope and scale.

Section 8: Administrative Information

Please include the following:

- Proof of Insurance and its limits

- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Anti-Lobbying Certification Form (Complete and Submit)
- Suspension and Debarment Certification Form (Complete and Submit)
- Required Checklist/Signature Page (Complete and Submit)
- Acknowledged Addenda (If Applicable)

Section 9: Capacity

Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES**

APPENDIX A

GAUTIER, MISSISSIPPI

**REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR
STATEMENTS OF QUALIFICATIONS FOR DISASTER SERVICES**

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to “City” shall mean the City of Gautier.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after

the order is delivered to Contractor, unless the parties agree to any further period. Any such

order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and
- (b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City of Gautier decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING

CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated§ 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval

of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor: further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

APPENDIX A (cont.)

GAUTIER, MISSISSIPPI

**CLAUSES AVAILABLE FOR USE IN SOLICITATIONS FOR BIDS,
PROPOSALS, OR STATEMENT OF QUALIFICATIONS FOR DISASTER
SERVICES**

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms “bid” and “bidder” to “offer” and “offeror,” “bid form” to “proposal form,” “invitation for bid” to “request for proposal,” and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary, and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract portions of the bid document must be submitted in writing to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 or lreddix@gautier-ms.gov. Questions concerning the technical portions of the bid document should be directed to [name of contact person] at [address/fax machine number/email address]. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and 9 copies of the bid form, 10 copies total, shall be signed and submitted in a sealed envelope or package to Leoqueita Reddix, Purchasing Agent, 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the Administrative Clerk. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality,

quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith
- (2) The price bid is substantially lower than those of other bidders because of a mistake.
- (3) The mistake is a clerical error, not an error of judgment.
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

- (1) A business license valid in the City of Gautier.
- (2) A professional license or certificate in the field of [specialty area].
- (3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

PRE-BID CONFERENCE (OPTIONAL)

An optional pre-bid conference will be held at 11 a.m. on Thursday, April 20, 2023, at Gautier City Hall, 3330 Hwy. 90. All interested parties are urged to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all

information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
- (2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
- (3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- (4) the quality of performance of previous contracts or services.

SURETY REQUIRED

(1) Bid surety: A bid bond, cashier's check, or certified check in the amount of \$50,000 made payable to the City shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of an initial performance bond. The failure of the bidder to accept an award and file acceptable performance within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the City as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

(2) Performance surety: An initial performance bond upon award in the amount of \$1,000,000 shall be required of the successful bidder. Upon activation of the contract, an additional performance bond and/or an increase in the amount of the performance bond may be required, depending upon the severity of the disaster and the amount of debris, at the discretion of the City. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(3) Payment surety: Upon activation, a payment bond in the amount of 100 percent of the estimated bid amount, based upon the severity of the disaster, shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(4) Alternative surety: A certified check for cash escrow deposit such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of any bond subject to approval by the City's attorney.

(5) In no event shall the requirement for a bond be waived.

THE CITY OF GAUTIER

REQUEST FOR PROPOSALS CHECKLIST AND FORMS

for

DISASTER DEBRIS MONITORING SERVICES

APPENDIX B

COMPANY NAME: _____

SECTION	CHECKLIST	CHECKBOX	CITY USE (ONLY)
1	RFP Checklist		
2	RFP Cover Letter		
3	Qualifications and Experience:		
	▪ Proper and valid licensing to conduct business in the State of Mississippi		
	▪ Current Applicable Department of Professional Regulation License(s)		
	▪ Current Applicable Certification(s)		
	▪ A list of Sub-Contractors with credentials and related experience		
4	Proposed Strategy and Technical Approach		
5	Auditing History		
6	Proposed Pricing		
	▪ Contractors Price Proposal Form (Complete and Submit ATTACHMENT A)		
7	References		
8	Administrative Information		
	▪ Proof of Insurance and its limits		
	▪ Drug Free Work Place Form (Complete and Submit ATTACHMENT B)		
	▪ RFP Affidavit (Complete and submit ATTACHMENT C)		
	▪ RFP Affidavit of Solvency (Complete and Submit ATTACHMENT D)		
	▪ Conflict of Interest Disclosure Form (Complete and Submit ATTACHMENT E)		
	▪ Anti-Lobbying Certification Form (Complete and Submit ATTACHMENT F)		
	▪ Suspension and Debarment Certification Form (Complete and Submit ATTACHMENT G)		
	▪ Required Checklist/Signature Page (Complete and Submit Attachment H)		
	▪ Acknowledged Addenda (If Applicable)		
9	▪ Capacity		
	▪ Number and title of staff providing service		

SUBMIT

ONE (1) COLOR ORIGINAL, AND NINE (9) COPIES

ONE (1) USB FLASH DRIVE CONTAINING ONE (1) COLOR PDF OF THE ORIGINAL DOCUMENTS

HOURLY RATE FORM

ATTACHMENT A

TO: THE CITY OF GAUTIER

REQUEST FOR PROPOSALS *for*

DISASTER DEBRIS MONITORING SERVICES

Key Program Management Personnel: The proposer shall identify all Key Program Management and Personnel for the project and provide detailed resumes showing related experience. The proposer shall provide hourly rates for the following positions

PROGRAM MANAGMENT			
POSITION	NAME	CITY/STATE	HOURLY RATE
<u>Example:</u> Program Manager			
OPERATIONS			
POSITION	NAME	CITY/STATE	HOURLY RATE
<u>Example:</u> On-Site Monitor			
ADMINISTRATIVE SUPPORT			
POSITION	NAME	CITY/STATE	HOURLY RATE
<u>Example:</u> Administrative Assistant			
*Other Program Staff: <i>If there are other Program Staff, the Proposer shall identify Other Program Staff hourly rate(s). The Proposer may add additional lines if necessary.</i>			

All hourly rates provided shall be inclusive of all expenses incurred and submitted by:

Print Authorized Name and Title:

Authorized Signature and Date:

DRUG-FREE WORKPLACE FORM

ATTACHMENT B

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES**

The undersigned firm hereby certifies that _____ does:
Name of Company/Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in the City's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph one.
4. In the statement specified in paragraph one, not if the employees that, as a condition of working on the contractual services described in paragraph three, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with state or federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one through five.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

Print Authorized Name and Title:

Authorized Signature and Date:

AFFIDAVIT FORM

ATTACHMENT C

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES**

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority _____ (AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is _____ (TITLE) of _____ (COMPANY/FIRM), the Respondent submitting the attached proposal for the services covered by the RFP documents for DEBRIS MONITORING SERVICES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, or corporation under the same or different name and that such Respondent has no financial interest in the firm of another Respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

The undersigned has executed this Affidavit, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____ 20__.

Affiant Signature

Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20__, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

AFFIDAVIT OF SOLVENCY FORM

ATTACHMENT D

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES**

PERTAINING TO THE SOLVENCY OF _____ (COMPANY/FIRM),
being duly sworn I, _____ (AFFIANT NAME) – (*ex., CEO, Officer, President, Duly Authorized Representative, etc.*) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____, 20____.

Affiant Signature

Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

CONFLICT OF INTEREST FORM

ATTACHMENT E

TO: THE CITY OF GAUTIER REQUEST FOR PROPOSALS *for* DISASTER DEBRIS MONITORING SERVICES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Respondent's/contractor's professional judgment in completing work for the benefit the City of Gautier ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Respondents/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Respondents/Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the Respondents/contractors professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

- ☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- ☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES**

CERTIFICATION REGARDING LOBBYING

**Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding
\$100,000 in Federal Funds.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/ application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Sub awardee Tier, if known: Congressional District , if known:	5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: Congressional District , if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number , if applicable:	
8. Federal Action Number , if known:	9. Award Amount , if known: \$	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) 10. b. Individuals Performing Services (including address if different from No. 10.a.) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify:	
12. Form of Payment (check all that apply): ____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____		

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A**

Reporting Entity: _____
Page _____ **of** _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee; e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub Awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data Sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any

SUSPENSION AND DEBARMENT CERTIFICATION FORM

ATTACHMENT G

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES**

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Submission of this certification is a prerequisite for making or entering into this transaction.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

Employees not to Benefit

I (we) hereby certify that if any future contract is awarded to our firm, partnership, corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing any contract.
_____ initial

Conflicts of Interest

The Respondent
[] is [] is not
aware of any information bearing on the existence of any potential organizational conflict of interest.
_____ initial

Representation Regarding Contingency Fees

The Respondent
[] has [] has not
retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.
_____ initial

Representation Regarding Gratuities

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
_____ initial

Collusion

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.
_____ initial

Acceptance of Conditions

I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document.
_____ initial

Proprietary Information

This response
[] does [] does not
contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at _____.
_____ initial

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

Signature _____ Date _____

Name (Printed) _____

Title _____

APPENDIX C

THE CITY OF GAUTIER GAUTIER, MISSISSIPPI for REQUEST FOR PROPOSALS for DISASTER DEBRIS MONITORING SERVICES

-DRAFT-

****** Selected Proposer(s) will be required to execute this agreement prior to ****
commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any
exceptions to this agreement should be included in proposal response.**

NON-EXCLUSIVE CONTRACT FOR DISASTER DEBRIS MONITORING SERVICES TO SUPPORT DISASTER RECOVERY OPERATIONS MADE BY AND BETWEEN THE CITY OF GAUTIER AND **(AGENCY/COMPANY NAME)**

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

- I. **Parties.** The parties to this contract are the CITY OF GAUTIER, hereinafter referred to as "CITY OF GAUTIER" and generally as "CITY," and **(COMPANY FULL NAME)**, hereinafter referred to as "**(COMPANY NAME)**" and generally as "CONTRACTOR".
- II. **Scope of Services.** All services listed in this statement are to be performed by **(Company Name)** unless otherwise noted.
 - A. **Purpose:** The City of Gautier Mississippi seeks disaster related Debris Monitoring Services. This includes debris monitoring operations for every kind and nature of disaster related debris from public rights of way within the unincorporated areas, from City property (and/or private property if approved by the State) and waterways. Private Property Right of Way Access or Right of Entry (ROE) may or may not be part of this monitoring service. However, if the City or State authorizes the ROE it may become part of the specific projects
 - B. **(Company Name)** shall provide the services stated within the RFP for Debris Monitoring Services, which is attached hereto as Addendum A and incorporated herein by reference, as well as the services outlined in **(Company Name)** proposal submitted in response to the RFP for Debris Monitoring Services, which is attached hereto as Addendum B and incorporated herein by reference.
 - C. **(Company Name)** shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.

- D. *(Company Name)* shall perform the following Scope of Work: - The Specific tasks include, but are not limited to, the following:

The City will designate a Project Manager that will act as the Point of Contact (POC) for each event. The POC may consist of a City Employee, or a Professional Contractor according to the type and size of any activation.

(Company Name) will work with the Project Manager by assisting in determining the amounts of debris prior to beginning services.

(Company Name) will work with all associated teams including MEMA, FEMA, City, and Debris Removal Contractors as needed for timely project completions, cost effectiveness, and to maximize FEMA Category A reimbursements.

(Company Name) will measure and certify all equipment associated with either the City Project Manager or approved Disaster Debris Removal contractor(s).

(Company Name) will be familiar with standard Mississippi Department of Transportation (MDOT) Traffic Control Measures and report to the Project Manager any safety issues or irregularities.

(Company Name) will report any delays, issues or concerns by the City or Disaster Debris Removal Contractor to the Project Manager.

(Company Name) will oversee all debris pick up sites as well as temporary and or final sites. Oversight will include GPS coordinates, addresses for pick up, and photographs. Handwritten Load tickets will either be provided by the City or by the Disaster Debris Removal Contractor. Should *(Company Name)* be positioned to offer e-ticketing, a description should be included in the technical overview within the proposal for this service. Should *(Company Name)* offer e-ticketing, future pricing for any additional devices and the hourly rates for any positions that may be utilizing the devices should also be included within the proposal for this service. *(Company Name)* will be required to state hourly pricing for flat rate without e-ticketing devices as well as with e-ticketing devices. Either handwritten or electronic tickets must be completed in detail for each line item. Photo documentation must be provided from cradle to grave and correlate with the load tickets.

(Company Name) will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the City Project Manager that can be sent to MEMA and FEMA daily.

(Company Name) will be responsible for working sun-up to sun-down seven days a week unless directed differently by the City Project Manager. As a minimum, *(Company Name)* must provide sufficiently trained Personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical.

(Company Name) will be required to document any damage to City or private property caused by the Disaster Debris Removal contractor(s). *(Company Name)* should also document any City infrastructure damage caused by the event.

(Company Name) must be able to activate within 24 hours of notification to proceed by the City.

(Company Name) must certify that the company or any of its principles are not bared from performing any Federally Funded Projects including FEMA and the FHWA.

SCOPE OF POSITIONS

Provide Project Managers, Roving Managers, Field Monitors, Fixed Site Monitors, Data Managers, and Clerical for Debris Monitoring following a Federal Declaration.

1) Project Manager:

(Company Name) will provide a Project Manager to oversee debris monitoring activities.

- a. Oversight and Supervision of Monitor field activities.
- b. Scheduling of Monitoring resources and deployment timing.
- c. Communication and coordination with City Personnel.
- d. Make suggestions to improve the efficiency of collection and removal of debris.
- e. Coordinate daily activities and future planning.
- f. Remain in contact with Project Manager.
- g. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
- h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the City and or the Removal Contractor(s).
- i. Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City or Removal Contractor.
- j. Communicate with Debris Removal Contractor(s) to assist with logistics and overall debris removal programs.

2) Field Debris Monitors and Roving/Operations Manager:

(Company Name) will perform on-site, street-level work area inspections of debris cleanup and collection. *(Company Name)* will provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets (electronic or paper). A Roving or Operations Manager will also be assigned to oversee a maximum of ten Field Monitors. Monitoring operations personnel are expected to oversee the following items:

- a. Provide field monitor personnel at designated areas to check and verify information on debris removal operations.
- b. Monitor collection activity of trucks.
- c. Issue manifest load tickets at loading site for each load.
- d. Check the area for safety considerations such as – downed power lines, the presents of children, traffic control, safety of equipment
- e. Assist contractor with pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mailboxes, etc. to help prevent damage from loading equipment and to look for potential problems.
- f. Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where), and report to your Roving Manager.
- g. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
- h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- i. Properly monitor and record the performance and productivity of the debris removal crew.
- j. Remain in constant contact with Roving Manager. Roving Manager is to report directly to the Project Manager.
- k. Assist the contractor to ensure that loads are contained properly before leaving the loading area.
- l. Ensure only eligible debris is collected for loading and hauling.
- m. Ensure only debris from approved public areas is loaded for removal.
- n. Perform other duties from time to time as directed by the debris management project manager.
- o. Provide photographs, GPS Coordinates, and other documentation as required.

3) Fixed Site Debris Monitors:

(Company Name) will provide Personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary and or final disposal sites.

- a. Provide disposal site monitors and inspectors Personnel.

- b. Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket.
- c. Initial each load ticket before permitting the truck to proceed from the check-in area to the tipping area.
- d. Remain in contact with debris management/dispatch center or supervisor.
- e. Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City Personnel.
- f. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- g. Ensure trucks leaving the disposal area are empty.

4) Data Managers:

(Company Name) will provide Personnel to oversee electronic documentation including:

- a. Excel Spreadsheets as to amounts of debris collected daily.
- b. Maintenance and data transfer of e-ticketing system if applicable.
- c. Data Retention and backup of Data Retention for a minimum of 5 years at the expense of *(Company Name)*.
- d. GPS devices and oversight of coordinating with FEMA on accuracy.
- e. GIS coordination with the City, PDD, and/or state.

5) Clerical:

(Company Name) will provide Personnel to assist with data collection daily.

- a. Enter daily data into either Excel Spreadsheets or e-ticketing system.
- b. Verify Billing.
- c. Audit billing vs. invoices.
- d. Prepare cover documentation for services and create a filing system either electronic or paper.
- e. Respond to the general public regarding questions related to Debris Removal operations.

III. **Conflict of interest.** *(Company Name)* affirms and acknowledges that it is not currently contracted to and shall not be contracted in the future to any State or Federal agencies for work or services that receive PA funding in the State of Mississippi. Said work or services includes but is not limited to grant administration grant management, or any other work or services funded in-part or wholly with Public Assistance funds which the City of Gautier may determine to be a conflict of interest.

IV. **Contract Term.** The term of this contract shall begin on *(Month, Day, Year)* and shall end no later than 11:59 p.m. on *(Month, Day, Year)*. If necessary, this contract may be renewed at the discretion of The City of Gautier conditioned upon satisfactory performance during the prior contract term as determined by the City of Gautier. This contract may be renewed upon written

notice to *(Company Name)* at least sixty (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years shall not exceed one (1). *(Company Name)* acknowledges that throughout the term of this contract the need for the services specified above may decrease. The City of Gautier reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, the City of Gautier will determine whether to activate the contract as it deems services are required.

V. Consideration and Payment.

- A. As consideration for performance of the contract by *(Company Name)*, the City of Gautier shall pay *(Company Name)* for services rendered and accepted per authorized task order the amount for services not to exceed the accepted rates as provided in *(Company Name)*'s rate table, Addendum A on page _____. This amount shall cover all expenses incurred by *(Company Name)* in performing the scope of work included in the contract. Included in Addendum A on page _____ of said addendum is the rate table for this contract, which is incorporated herein by reference.
- B. *(Company Name)* shall invoice the City of Gautier monthly. The final invoice shall be submitted only after the final product has been accepted by the City.
- C. *(Company Name)* agrees to accept all payments in United States currency. The City of Gautier agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the City of Gautier within forty-five (45) days of receipt of invoice.
- D. *(Company Name)* agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.
 - 1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper, and ink toner cartridges shall be accomplished through overhead built into the contract price offered by the Contractor.
 - 2. The City of Gautier will not reimburse for the purchase of office equipment unless *(Company Name)* has received prior written approval from the City of Gautier. Further, any office equipment purchased with prior written approval will be processed through the City of Gautier Inventory Control Department and will remain the property of the City of Gautier after the completion of services under this contract.
- E. *(Company Name)* shall have the right to internally manage its own staff, time and expenses. The City of Gautier shall be informed of all staffing issues. Job descriptions and billing rates

by job title for specified labor categories are attached hereto as part of Addendum B and incorporated herein by reference.

F. *(Company Name)* shall provide the following in terms of staffing to perform the scope of services as provided for in this contract:

1. Program Manager – *(number)*, and;
2. **Operations** Managers - *(number)*, and;
3. Field Monitors Support – *(number)*, and;
4. Fixed Site Monitors – *(number)*, and;
5. Data Managers – *(number)*, and;
6. Clerical Support – *(number)*.

VI. **Personnel.** *(Company Name)* and any assistance they employ shall perform all the services required hereunder in this contract. All personnel engaged in the work shall be fully qualified to the satisfaction of the City of Gautier and shall be authorized as permitted under Federal, state, and local law to perform such services.

VII. **Insurance.** *(Company Name)* shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. *(Company Name)* shall furnish proof of Insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate *(Company Name)* has obtained insurance of the type, amount, and classification as required by the contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior to written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve *(Company Name)* of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

(Company Name) shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence \$1,000,000 aggregate to protect *(Company Name)* from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by *(Company Name)*, or by anyone directly employed by or contracting with *(Company Name)*.

(*Company Name*) shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 if applicable.

(*Company Name*) shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect (*Company Name*) from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by (*Company Name*) or by anyone directly or indirectly employed by (*Company Name*).

(*Company Name*) shall maintain Umbrella or Excess Liability Insurance covering Workers' Compensation, commercial general liability, and business auto liability with minimum limits of liability of \$1,000,000.

(*Company Name*) shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated, or modified without thirty (30) days prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of (*Company Name*) to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

VIII. Terms and Conditions Required for Contract for Services with the City of Gautier. This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and (*Company Name*) for professional services:

- A. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. (*Company Name*) shall comply with applicable Federal, State and local laws and regulations.
- B. **Ability to Contract.** (*Company Name*) warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. (*Company Name*) agrees to conform to existing policies, rules, and regulations of the City. (*Company Name*) agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.
- C. **Licenses, Permits and Fees.** (*Company Name*) shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work

described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of *(Company Name)*.

- D. **Representation Regarding Contingent Fees.** *(Company Name)* represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in *(Company Name)*'s proposal.
- E. **Representation Regarding Gratuities.** *(Company Name)* represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City of Gautier Required and Available Clauses.
- F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the "City of Gautier Required and Available Clauses", a copy of which is available and attached as Appendix A and incorporated herein by reference.
- G. **Equal Employment Opportunity.** *(Company Name)* understands that the City of Gautier is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and *(Company Name)* agrees during the term of the agreement that *(Company Name)* will strictly adhere to this policy in its employment practices and provision of services.
- H. **Compliance with Federal Law, Regulations, and Executive Orders.** *(Company Name)* shall comply with, and all activities under this agreement shall be subject to, all applicable Federal laws, regulations, executive orders, FEMA policies, procedures, and directives. Additionally, the Contractor will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- I. **Program Fraud and False or Fraudulent Statements or Related Acts.** *(Company Name)* acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to *(Company Name)*'s actions pertaining to this contract.
- J. **Stop Work Order.**
1. **Order to Stop Work.** The City may, by written order to *(Company Name)* at any time, and without notice to any surety, require *(Company Name)* to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to *(Company Name)*, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, *(Company Name)* shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the

stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

- a. Cancel the stop work order or;
- b. Terminate the work covered by such order as provided in the ‘Termination for Default Clause’ or the ‘Termination for Convenience Clause’ of this contract.

2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, *(Company Name)* shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- a. The stop work order results in an increase in the time required for, or in *(Company Name)*’s cost properly allocable to, the performance of any part of this contract; and
- b. *(Company Name)* asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

K. **E-Invoices and Payment.** The City requires *(Company Name)* submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. *(Company Name)* understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.

L. **E-Verification.** *(Company Name)* represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system”, means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department

of Homeland Security, all known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. *(Company Name)* agrees to maintain records of such compliance and, upon request of the City, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi. *(Company Name)* understands and agrees that any breach of these warranties may subject *(Company Name)* to the following:

1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. The loss of any license, permit, certification or other document granted to *(Company Name)* by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or;
3. Both.

In the event of such termination/cancellation, *(Company Name)* would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit.

M. **Transparency.** This contract, including any accompanying exhibits, attachments and appendices, is subject to the “Mississippi Public Records Act of 1983” codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

- A. **Anti-Assignment/Subcontracting.** *(Company Name)* acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the *(Company Name)*’s special skills and expertise. *(Company Name)* shall not assign, subcontract, or

otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

- B. **Approval.** It is understood that this contract requires approval by the City of Gautier . If this contract is not approved, it is void and no payment shall be made hereunder.
- C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event *(Company Name)* defaults in any obligations under this agreement, the *(Company Name)* shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. *(Company Name)* agrees that under no circumstances shall the City be obligated to pay any attorney's fees or costs of legal action to *(Company Name)*.
- D. **Authority to Contract.** *(Company Name)* represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that *(Company Name)* is not barred from contracting with the City of Gautier; and (f) that the Contractor is at least eighteen (18) years old.
- E. **Contractor Personnel.** The City of Gautier shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by *(Company Name)*. If the City of Gautier reasonably rejects staff or subcontractors, *(Company Name)* must provide replacement staff or subcontractors satisfactory to the City of Gautier in a timely manner and at no additional cost to the City of Gautier. The day-to-day supervision and control of *(Company Name)*'s employees and subcontractors is the sole responsibility of the Contractor.
- F. **Suspension and Debarment.** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such *(Company Name)* is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) *(Company Name)* must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C,

in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. See Certification Regarding Suspension and Debarment included as Attachment G of Addendum B.

- G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. See 44 CFR Part 18 – Certification Regarding Lobbying included as Attachment F of Addendum B.

- H. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- I. **Change in Scope of Work.** The City of Gautier may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by *(Company Name)* that the scope of the project or of *(Company Name)*'s services has been changed, requiring changes to the amount of compensation to *(Company Name)* or other adjustments to the contract, unless such changes or adjustments have been

made by written amendment to the contract signed by the City of Gautier and *(Company Name)*. If *(Company Name)* believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to *(Company Name)*, *(Company Name)* must immediately notify the City of Gautier in writing of this belief. If the City of Gautier believes that the particular work is within the scope of the contract as written, *(Company Name)* will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

J. Confidential Information. “Confidential Information” shall mean:

1. Those materials, documents, data, and other information which *(Company Name)* has designated in writing as proprietary and confidential; and,
2. All data and information which *(Company Name)* acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:
 - a. To protect all confidential information provided by one party to the other;
 - b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,
 - c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
 - d. To do so by using those methods and procedures normally used to protect the party's own confidential information.
3. Any liability resulting from the wrongful disclosure of confidential information on the part of *(Company Name)* or its subcontractor shall rest with *(Company Name)*. Disclosure of any confidential information by *(Company Name)* or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.

K. Confidentiality. Notwithstanding any provision to the contrary contained herein; it is recognized that the City of Gautier is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to the City of Gautier pursuant to the agreement, the City of Gautier shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

L. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that

party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.

- M. **Exceptions to Confidential Information.** *(Company Name)* and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 4. Is independently developed by the recipient without any reliance on confidential information;
 5. Is or later becomes part of the public domain or may be lawfully obtained by the City or *(Company Name)* from any nonparty; or,
 6. Is disclosed with the disclosing party’s prior written consent.
- N. **Failure to Deliver.** In the event of failure of *(Company Name)* to deliver services in accordance with the contract terms and conditions, the City of Gautier, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City of Gautier may have.
- O. **Failure to Enforce.** Failure by the City of Gautier at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Gautier to enforce any provision at any time in accordance with its terms.
- P. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the “force majeure events”). When such a cause arises, *(Company Name)* shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events

shall automatically extend such dates for a period equal to the duration of the delay caused by such events unless the City determines it to be in its best interest to terminate the agreement.

- Q. **HIPPA Compliance.** *(Company Name)* agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
- R. **Indemnification.** To the fullest extent allowed by law, *(Company Name)* shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its mayor and councilmen, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by *(Company Name)* and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City’s sole discretion, *(Company Name)* may be allowed to control the defense of any such claim, suit, etc. In the event *(Company Name)* defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. *(Company Name)* shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. *(Company Name)* shall not settle any claim, suit, etc. without the City’s concurrence, which the City shall not unreasonably withhold.
- S. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- T. **Independent Contractor Status.** *(Company Name)* shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, *(Company Name)*, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and *(Company Name)*. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or *(Company Name)* hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and *(Company Name)*. *(Company Name)*’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither *(Company Name)* nor its employees shall, under any circumstances, be considered servants, agents, or employees of the City of Gautier shall be at no time legally responsible for any negligence or other wrongdoing by *(Company Name)*, its servants, agents, or employees. The City of Gautier shall not withhold from the contract payments to *(Company Name)* any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to *(Company Name)*. Further, the City of Gautier shall not provide to *(Company Name)* any insurance coverage or other benefits, including Worker's Compensation normally provided by the City for its employees.

- U. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document evidenced upon the minutes and executed by the City and *(Company Name)*. *(Company Name)* acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or *(Company Name)* on the basis of draftsmanship or preparation hereof.
- V. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State, and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.
- W. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of *(Company Name)* for harm caused by the intentional or reckless conduct of *(Company Name)* or for damages incurred through the negligent performance of duties by *(Company Name)* or the delivery of products that are defective due to negligent construction.
- X. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: *(Representative Name, Title)*
(Company/Agency Name).
(Street Address)
(City, State, Zip Code)
(Phone Number)
(email Address)

For the City: Paula Yancey, City Manager
3330 Highway 90
Gautier, MS 39553
(228) 497-8000
pyancey@gautier-ms.gov

- Y. **Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and *(Company Name)*.

- Z. **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Gautier and agreed to by *(Company Name)*.
- AA. **Ownership of Documents and Work Papers.** The City of Gautier shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for *(Company Name)*'s internal administrative and quality assurance files and internal project correspondence. *(Company Name)* shall deliver such documents and work papers to the City of Gautier upon termination or completion of the agreement. The foregoing notwithstanding, *(Company Name)* shall be entitled to retain a set of such work papers for its files. *(Company Name)* shall be entitled to use such work papers only after receiving written permission from the City of Gautier and subject to any copyright protections.
- BB. **Price Adjustment.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
1. By agreement on a fixed price adjustment before commencement of the additional performance;
 2. By unit prices specified in the contract;
 3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 4. By the price escalation clause.
- CC. **Priority.** The contract consists of this Agreement, the Request for Proposal for 'Disaster Debris Monitoring Services' (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by *(Company Name)* dated *(Month, Day, Year)* (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- DD. **Record Retention and Access to Records.** Provided *(Company Name)* is given reasonable advance written notice and such inspection is made during normal business hours of *(Company Name)*, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by *(Company Name)* for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the three year period,

the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later. The Contractor further agrees: (1) to provide the City of Gautier, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (2) to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (3) to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City of Gautier and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

EE. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by *(Company Name)* to the City of Gautier, the same amount may be deducted from any sum due to *(Company Name)* under the contract or under any other contract between *(Company Name)* and the City of Gautier. The rights of the City of Gautier are in addition and without prejudice, to any other right, the City of Gautier may have to claim the amount of any loss or damage suffered by the City of Gautier on account of the acts or omissions of *(Company Name)*.

FF. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

GG. City Property. *(Company Name)* will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this agreement. *(Company Name)* will reimburse the City for any loss or damage, normal wear, and tear excepted.

HH. Termination for Convenience Clause.

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to *(Company Name)* specifying the part of the contract terminated and when the termination becomes effective.
2. **Contractor's Obligations.** *(Company Name)* shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, *(Company Name)* will stop work to the extent specified. *(Company Name)* shall also terminate outstanding orders and subcontracts as they relate to the terminated work. *(Company Name)* shall settle the liabilities and claims arising out of the termination of

subcontracts and orders connected with the terminated work. The City may direct *(Company Name)* to assign *(Company Name)*'s right, title, and interest under terminated orders or subcontracts to the City. *(Company Name)* must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

II. Termination for Default Clause.

1. **Default.** If *(Company Name)* refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify *(Company Name)* in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate *(Company Name)*'s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. *(Company Name)* shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, *(Company Name)* shall take timely, reasonable, and necessary action to protect and preserve property in the possession of *(Company Name)* in which the City has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due *(Company Name)* such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, *(Company Name)* shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by *(Company Name)* to make progress in the prosecution of the work hereunder which endangers such performance) if *(Company Name)* has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, *(Company Name)* shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit *(Company Name)* to meet the contract requirements. Upon request of *(Company Name)*, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable

cause, the *(Company Name)*'s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of *(Company Name)*'s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.
6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- JJ. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by the City of Gautier upon written notice to *(Company Name)*, if *(Company Name)* should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary or upon the execution by *(Company Name)* of an assignment for the benefit of its creditors. In the event of such termination, *(Company Name)* shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- KK. **Third Party Notification.** *(Company Name)* shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against *(Company Name)* by any entity that may result in litigation related in any way to this agreement.
- LL. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by *(Company Name)* is considered by the City of Gautier to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, *(Company Name)* shall, on being notified by the City of Gautier, immediately correct such deficient service or work. In the event *(Company Name)* fails, after notice, to correct the deficient service or work immediately, the City of Gautier shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of *(Company Name)*.
- MM. **Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

NN. Department of Homeland Security (DHS) Seal, Logo and Flags. The Contractor shall not use the DHS seal(s), logos, crests or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This written document, along with any addendums, appendices, and attachments, embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.

The City of Gautier

Date

(Contractor Representative Name, Title)
(Agency/Company Name)

Date

**THE CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER DEBRIS MONITORING SERVICES**

APPENDIX D

-EXAMPLE-

TASK ORDER NO. _____

Issued Pursuant to Disaster Debris Removal Services Contract Effective *(date), (year)*.

**By and Between
The City of Gautier (“Owner”)
and
(Company Name) (“Contractor”)**

The City of Gautier Authorized Contact Name:

***(Company/Contractor)* Contact Name:**

The City of Gautier Authorized Contact Number:

***(Company/Contractor)* Contact Number:**

The City of Gautier Contact E-Mail Address:

***(Company/Contractor)* E-Mail Address:**

1. Scope of Work:

2. Location/Client Facility Involved: *(example - Citywide)*

3. Period of Performance:

4. Authorized Funding Source:

5. Special Provisions:

Owner: The City of Gautier :

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

(Company/Contractor Name):

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

April 4, 2023
Authorization to advertise for Request for Proposals
for Disaster Response Services and Supply Firms

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Authorization to advertise for Request for Proposals for Disaster Response Services and Supply Firms

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2023

WHEREAS, the City of Gautier is seeking Requests for Proposals for experienced and qualified firms to provide Disaster Response Services and Supplies; and

WHEREAS, the Request for Proposals is to identify and contract through an open advertised RFP process for experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's response and recovery options; and

WHEREAS, this proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety; and

WHEREAS, such services will ensure that the City is full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews; and

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to advertise for Request for Proposals for Disaster Response Services and Supplies.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: March 28, 2023
Subject: Authorization to Advertise a Request for Proposal for Disaster Response Services and Supply Firms

REQUEST:

The Grants and Projects Department requests authorization to advertise a Request for Proposal for experienced and qualified firms to provide Disaster Response Services and Supplies.

BACKGROUND:

The objective of this RFP is to identify and contract through an open advertised RFP process for experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's disaster response and recovery operations.

This proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on April 7, 2023, and April 14, 2023. RFP's must be submitted before 5 p.m. on May 8, 2023.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising a Request for Proposal for experienced and qualified firms to provide Disaster Response Services and Supplies.

The City Council may:

1. Approve the advertisement, as presented; or
2. Not approve the advertisement, as presented.

ATTACHMENT(S):

1. Advertisement for RFP

ADVERTISEMENT FOR REQUEST FOR PROPOSAL (RFP)

Notice is hereby given that the City of Gautier, Mississippi is requesting proposal packages, at Gautier City Hall, 3330 Hwy 90, until 5:00 PM on May 8, 2023, for the following:

“PRE-DISASTER RESPONSE SERVICES AND SUPPLIES”

The City of Gautier, Mississippi, (hereinafter “City”) is seeking written proposal packages from qualified firms to provide Pre-Disaster Response Services and Supplies. Proposals will be evaluated based on pricing, capacity for performance, qualifications, experience, and references.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier in the event of a disaster. This pre-disaster/pre-storm contract in support of the City’s disaster response and recovery operations will establish no immediate or annual cost to the City for response services and supplies.

The City will receive requests from qualified firms to provide Disaster Response Services and Supplies. For consideration, information must contain evidence of experience and abilities in the specified area and other disciplines directly related to Disaster Response Services and Supplies.

All properly submitted RFP Packages will be evaluated by an Evaluation Committee. Evaluation Committee Team Members (ECTMs) will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

- 1. Pricing 30%** - Contracts derived through procurement by competitive proposals with more than one source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and the price is considered reasonable compensation of services.
- 2. Capacity for Performance 25%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.
- 3. Qualifications 20%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each firm and/or BID/CONTRACTOR will be evaluated on the experience and education of the key personnel that will be assigned to the City’s projects. Each firm and/or BID/CONTRACTOR will be evaluated on its ability to provide comprehensive Disaster Response Services and Supplies in a timely manner. *(Items to be considered include number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State and Local laws and regulations regarding Disaster Response Services and Supply operations. MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise)*

participation is encouraged).

- 4. Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Disaster Response Services and Supplies as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2018; and FEMA Public Assistance Program & Policy Guide.

The information submitted should, as a minimum, include:

1. Types of program(s) with emphasis on experience in Disaster Response Services and Supplies operations as it relates to disaster recovery programs.
2. Types of Disaster Response Services and Supplies work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).

- 5. References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

For Sealed RFP Packages to be considered, submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: PRE-DISASTER RESPONSE SERVICES AND SUPPLIES.

Address proposals to Leoqueita Reddix, Purchasing Agent, 3330 Highway 90, Gautier, Mississippi 39553 no later than 5:00 p.m. Central Time on May 8, 2023. No electronic or facsimile copies of the responses will be accepted. Timely submission of the response is the responsibility of the respondent. Responses received after the specified time shall be rejected and returned to the respondent unopened. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office. Each page of the response, all attachments and the USB Flash Drive shall be identified with the name of the respondent. Responses to the RFP will be referred to the Selection Committee.

The City of Gautier encourages minority and women-owned businesses to submit proposals.

Request for RFP packages may be obtained in writing from:

City of Gautier, Mississippi
Attn: Leoqueita Reddix, Purchasing Agent
3330 Hwy 90

Gautier, MS 39553
Or telephone 228-497-8000
Or lreddix@gautier-ms.gov

The City reserves the right to reject any and all requests for proposals and to waive any informality in the proposal accepted.

Paula Yancey
City Manager
City of Gautier, MS

(SEAL)

Publication Dates:

Sun Herald: April 7th and 14th, 2023

City of Gautier
REQUEST FOR PROPOSAL
DISASTER RESPONSE SERVICES AND SUPPLIES

I. INTRODUCTION

A. Purpose:

The City of Gautier is accepting sealed Request for Proposal (RFP) packages from experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's disaster response and recovery operations. This proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

The objective of this RFP is to identify and contract through an open advertised RFP process for a pre-event contract for Disaster Response Services and Supplies. The contract does not bind the City to activate any or all of the terms of the contract and such activation is at the sole discretion of the City of Gautier. Respondents shall appoint a single Point of Contact (SPOC) for this Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), Mississippi Department of Transportation (MDOT), the Mississippi Department of Environmental Quality (MDEQ), the Mississippi Department of Health (MSDH), the Mississippi Board of Animal Health (MBAH), and FEMA as requested. The RFP response should be clear on how the Respondent will assist the City through its emergency response services, supplies, equipment, and logistics capabilities in the event of a disaster.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier.

Respondent should be aware of and acknowledge understanding of the following most recent publication(s):

1. Robert T. Stafford Disaster Relief and Emergency Assistance Act.
2. FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-2 (current version).
3. Disaster Recovery Reform Act 2018.
4. Sandy Recovery Improvements Act 2013.
5. U.S. Environmental Protection Agency and Mississippi Department of Environmental Quality Laws, Regulations, and Guidance.

6. Federal Office of Management and Budget (OMB) Super Circular Guidelines (2 CFR 200.317 through 326) for all Federal and non-Federal Agencies participating in Federal Grants.
7. Historical Preservation Laws – The City of Gautier has several Historical Listings by the Mississippi Department of Archives and History. Respondent is advised to review the listings in the City should the locations be affected for Disaster Response Services and Supplies.

B. City of Gautier (Required Clauses):

The City of Gautier will utilize its “Required Clauses in Solicitations of Bids, Proposals, or Statements of Qualifications for Disaster Response Services and Supplies.” These Required

Clauses shall serve as a guideline in keeping compliance with Federal, State, and Local procurement requirements. A copy of the required clauses is attached as Appendix A (see pg. 20 - 25)

C. RFP Contact Information for Questions:

Any and all questions or requests for information relating to this Request for Proposal shall be submitted in writing by or before 12:00 p.m. (CT) on April 24, 2023.

D. Contact Information:

Leoqueita Reddix, Purchasing Agent
3330 Highway 90
Gautier, MS 39553
Email: reddix@gautier-ms.gov
Phone: (228) 497-8000

**Interested firms may not contact any staff member of the City of Gautier, except above-referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.*

E. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a City-issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms, or conditions not stated herein. The City shall make every possible, good faith effort to issue any and all addenda no later than three (3) days prior to the due date for proposals.

F. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to and received by the City of Gautier by or before 5 p.m. (CT) on May 8, 2023. Any packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

RFP Packages must be submitted in a SEALED envelope/container and clearly marked on

the exterior of the package: “DISASTER RESPONSE SERVICES AND SUPPLIES.”

Mail or Ship RFP Packages to - OR - Hand Deliver RFP Packages to:

City of Gautier

Attn: Leoqueita Reddix, Purchasing Agent

RE: Disaster Response Services and Supplies RFP

3330 Highway 90

Gautier, MS 39553

G. RFP Response Packaging Instructions:

To be considered, submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package:

DISASTER RESPONSE SERVICES AND SUPPLIES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

H. Evaluation of Responses:

All properly submitted RFP Packages will be evaluated by an Evaluation Committee the City of Gautier has selected. Evaluation Committee Team Members will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

- 1. Pricing 30%** - Contracts derived through procurement by competitive proposals with more than one source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and the price is considered reasonable compensation of services.
- 2. Capacity for Performance 25%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.
- 3. Qualifications 20%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each firm and/or BID/CONTRACTOR will be evaluated on the experience and education of the key personnel that will be assigned to the City's projects. Each firm and/or BID/CONTRACTOR will be evaluated on its ability to provide comprehensive Disaster Response Services and Supplies in a timely manner. *(Items to be considered include number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State and Local laws and regulations regarding Disaster Response Services and Supply operations. MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is*

encouraged).

- 4. Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Disaster Response Services and Supplies as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2018; and FEMA Public Assistance Program & Policy Guide.

The information submitted should, as a minimum, include:

- (1) Types of program(s) with emphasis on experience in Disaster Response Services and Supplies operations as it relates to disaster recovery programs.
- (2) Types of Disaster Response Services and Supplies work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).

- 5. References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

The City desires to avoid the expense to all parties of unnecessary presentations. However, the City may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the City elects to conduct oral interviews or presentations, selected firms will be notified.

City Staff may consider any evidence available regarding financial, technical, or other qualifications and abilities of a respondent, including past performance (experience) with the City prior to recommending approval of award.

The City of Gautier reserves the right to reject any or all proposals, waive irregularities or minor formalities, or award to/negotiate with the firm whose proposal best serves the interest of the City.

I. Contract Award:

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein. There is no guarantee a contract will be awarded. The City reserves the right to award to one or multiple proposers at its discretion. A contract is not conditioned upon receipt of FEMA funding.

J. Contract Performance:

At any point in time during the term of the Contract with the awarded BID/CONTRACTOR, City staff may review records of performance to ensure that the BID/CONTRACTOR is continuing to provide sufficient labor support, equipment, and organization as prescribed herein. The City may place said contract on probationary

status and implement termination procedures if the City determines that the BID/CONTRACTOR no longer possesses the labor support, equipment, and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

- K. Bid Bond:** To be considered, all responses to this solicitation must be accompanied by a bid bond, certified check, or cashier's check in the amount of \$50,000, payable to the Owner. The security will be returned to the unsuccessful proposer(s) as soon as practicable after the award. Security will be returned to the successful proposer after full execution of contract document. Should the successful proposer fail to timely execute the contract, the entire proposal security shall be forfeited.
- L. Performance and Payment Bonds:** Upon activation of the contract and prior to beginning work, the selected Contractor shall furnish and pay for a Performance Bond and Labor and Material Payment Bond of a company qualified to do business in the State of Mississippi, and which is acceptable to the Owner, in an amount equal to 100% of the estimate contract price, as security for the true and faithful performance of the Contract and Payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the work. The estimated contract price will be determined at the time of the event due to the severity of the storm. The Contractor shall furnish said bonds within three (3) business days of a written "Notice to Proceed" by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date when final payment becomes due.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omission, additions, changes, and advance payments or deferred payments.

II. General Requirements

A. Background:

City of Gautier, Mississippi is accepting sealed Request for Proposal (RFP) packages from experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's disaster response and recovery operations. This proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

B. Scope of Work: Specific tasks include, but are not limited to, the following:

The primary purpose of this scope of services is to provide services and supplies to the City as needed to maintain the public health, safety, and well-being during the response to an emergency/disaster situation in the shortest time period possible. Respondents understand and agree that the provision of services and supplies as requested is in the most expeditious manner possible, is of the utmost importance, and it will provide

services requested within twenty-four (24) hours of a request by the City to do so.

The scope of services, as described in the fee schedule (see Attachment A – page 24 of the RFP) shall be considered a minimum standard to meet in responding to this RFP and/or providing services in the event the Respondent is awarded the Disaster Response Services and Supplies Contract.

The City, at its sole discretion, may seek some, all, or none of the services on the fee schedule (Attachment A – pages 27 - 30 of the RFP) and may, during an emergency, require additional services not addressed on the fee schedule, depending on the severity of the event. Each service or any service may only be performed after a Task Order has been issued by the City and a Notice to Proceed given as to that specific service. Time for service provision provided by the company is in City's sole discretion, and the City will dictate the time of service and supplies desired on the Task Order issued.

- 1. Documentation and Recovery Process:** Company will provide the following in addition to provision of services and supplies:
 - a. Recovery process documentation-create recovery process documentation plan.
 - b. Maintain documentation of recovery process.
 - c. Provide written and oral status as requested by the City.
 - d. Review documentation for accuracy and quantity.
 - e. Assist in preparation of claim documentation.

These costs for the documentation and recovery process shall be included in the items in the pricing attachments. Proposer shall have proven experience with overall management and FEMA requirements, rules, and regulations to qualify for this scope.

2. Equipment:

- a. All equipment and vehicles utilized by the Company shall meet all the requirements of federal, state and local regulations including, without limitation, all DOT, MDOT, and safety regulations, and are subject to the approval of the City.
- b. Upon Notice to Proceed, the Company shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of supplies. The listing shall include the following information:
 - i. Drivers Name and a copy of the Driver's License.
 - ii. Truck and/or trailer license number.
 - iii. Year, make, and color of each truck and/or trailer.
 - iv. Size of each trailer.
- c. Each truck and trailer passing through receiving check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the City shall not be given credit for

supplies being transported.

3. Services and Emergency Protective Measures.

The City may elect to request any of the following services or any sub-part thereof. These services will be on an as requested basis and be dictated by several factors, including but not limited to the severity of the event, the City's level of need, and the provision of these services through other means.

a. Fuel Supply

Company shall have available 16,000 gallons of diesel and 16,000 gallons of unleaded gasoline for vehicles owned by the City of Gautier, including police cruisers and fire / rescue vehicles with the fire districts. Company will provide sufficient personnel and equipment to maintain and secure, at a minimum, four (4) distribution points as selected by the City.

b. Janitorial, Laundry and Catering Services for City workers. Company shall be able to provide:

- i. sufficient personnel and equipment to maintain and secure, at a minimum, four (4) service centers;
- ii. three meals a day with "hot" morning and evening meals at the service centers for a maximum of 140 City employees (for Company's planning purposes only; no amount is guaranteed);
- iii. transportation to deliver meals to and pick up laundry from locations outside the service centers;
- iv. Portable shower services; and
- v. Laundry and janitorial services as directed.

c. Temporary shelter space at sites selected by the City, Company shall provide temporary shelter (with option for air conditioning & heating) for:

- i. City office space;
- ii. Volunteer Organizations;
- iii. City of Gautier Residents; and
- iv. Other groups as directed by the City.

d. Generators (5kw to 500kw), Satellite Communications (internet/phone), Portable Lighting, and Other Emergency Supplies. Service and maintain such stocks of equipment for the period required.

e. Portable Toilet Facilities and Related Wastewater Collection and Disposal Services.

f. Life Support Services -- Water, Ice, Pre-packaged Meals (e.g., Meals-Ready-to-Eat), and First Aid Stations.

g. Provide other disaster response and recovery activities, as necessary and as specifically directed and authorized.

4. Task Order Required.

None of the services shall be initiated unless specifically authorized by an executed Task Order duly issued by the City (Appendix D). Each Task Order shall delineate the specific tasks to be accomplished, the estimated period within which the task should be accomplished, the authorized pay item on the Fee Schedule Form Attachment "A" and may contain a "Do Not Exceed" price. However, if the City finds on its minutes that existing emergency conditions make the issuance of task orders detrimental to the best interest of the City of Gautier, then the City may waive a portion or all of the task order requirement.

C. Deployment

Respondent understands that time is of the essence in the performance of this Contract.

The City may issue a Notice of Alert, which is notification to the Respondent that Respondent may be required to provide services for potential impending disaster. Upon Notice of Alert or notification of possible Notice to Proceed, Respondent must execute pre-staging/staging of equipment and manpower and all items necessary, to be prepared to execute and perform immediately upon Notice to Proceed. The City will issue a Notice of Alert, for pre-staging purposes, prior to issuance of a Notice to Proceed. There shall be no costs incurred by the City of any nature for pre-staging by Respondent. No costs whatsoever shall be incurred by the City until Task Order designating services and pay item desired and a Notice to Proceed is issued. Respondent understands that anticipating the path of Hurricanes, storms, and/or other potential disasters, etc. is not an exact science, and Notice to Alert is for the benefit of Respondent so that Respondent can immediately respond when notice to proceed is issued.

Additionally, a representative of the Contractor must be available 24/7 once a Notice of Alert is issued. In the event of communication failure, due to disaster, a contractor representative must report to the City of Gautier City Hall as soon as the disaster conditions allow for further instruction by the City. The Gautier Police Department is a secondary place to report in the event that City Hall is evacuated. The City reserves the right in severe emergency to issue task orders, notices to proceed, and alerts by phone or any other available means.

Staging of Labor and Equipment and Supplies: Respondent must have enough labor, equipment, supplies, and manpower to respond within twenty-four (24) hours. Respondent agrees to work diligently to provide services and supplies by the earliest possible date.

D. Vendor Billing

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the City. All direct project costs will be concisely billed to specific project codes established by the City.

E. Considerations

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's personnel and equipment is the responsibility of the Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract. **The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as providing insurance.**

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend respondent's operations due to inclement weather. The performance period may be extended for weather delays. The Respondent shall permit access by the Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

F. Sub-Contractors:

If the BID/CONTRACTOR elects to sub-contract with any firm, for any portion of the work, the BID/CONTRACTOR shall be responsible for all work performed by any sub-contract and the BID/CONTRACTOR shall not be relieved of any obligations under this contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there thereon.

At any time, the City may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the Respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the Respondent, at no cost to the City.

The City reserves the right to disqualify any BID/CONTRACTOR, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the City must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

III. CONTRACT REQUIREMENTS

A. Insurance Requirements:

The BID/CONTRACTOR shall not commence work under this contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The BID/CONTRACTOR shall furnish proof of insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the BID/CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the BID/CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect the BID/CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the BID/CONTRACTOR, or by anyone directly employed by or contracting with the BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the BID/CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owner and nonowner automobiles, including rented/hired automobiles whether such operations be by the BID/CONTRACTOR or by anyone directly or indirectly employed by a BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering

workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The BID/CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

B. Licenses, Permits & Fees:

The BID/CONTRACTOR shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses, or certifications shall be the sole responsibility of the BID/CONTRACTOR.

C. Contract Agreement & Term:

The intent of the City of Gautier is to select the firm(s) which is deemed best through the evaluation process and to award a contract upon successful negotiations to that firm(s). It is anticipated that the City will issue a contract. The initial contract term shall be for a period of two (2) years, with an option to renew in one (1) year increments, for a period of one (1) one-year renewal.

It is expressly understood that the City's selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations may follow between the City and the selected respondent; it is further expressly understood that no contractual relationship exists with the City until a contract has been executed by both the City and the selected respondent.

It is further expressly understood that the occurrence of a disaster event does not guarantee activation of the executed contract or work. In the event of a disaster, the City will determine whether to activate the executed contract as it deems services are required. The Draft Contract is attached hereto as Appendix C and incorporated herein. The Draft Contract is provided for informational purposes only. Any exceptions to the agreement should be included in the proposal response.

D. Collusion:

By affixing his/her signature to this submittal, the BIDDER/CONTRACTOR agrees to the following: "BIDDER/CONTRACTOR certifies that his/her submittal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

E. Applicable Law:

The contract shall be governed by and construed in accordance with the laws of the State

of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. BID/CONTRACTOR shall comply with applicable federal, state, and local laws and regulations.

F. Termination for Convenience Clause:

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
2. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

G. Termination for Default Clause.

1. **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been a delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price minus 10% for retainage. The City will withhold 10% retainage from amounts due to the Contractor to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers

such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes,

and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.
6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

H. Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event, the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

I. Public Records:

Proposers should be aware that this Request for Proposals and all responses thereto are public

records. If submitting documents which the proposer contends are exempt from disclosure under the Mississippi Public Records Act, the proposer shall provide a written statement at the time of submittal which shall describe the documents filed and which shall fully explain why the documents are designated as exempt from disclosure and must specifically cite any statute or other legal authority in support of such designation. Any such document shall be clearly designated as such on its face by the proposer and accompanying cover letter at the time of submittal and shall be placed in an envelope other than white. Each page of each document shall be marked "CONFIDENTIAL." Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release.

J. Availability of Funds:

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFP's is conditioned upon the appropriation of funds by the City.

K. Compliance with Laws:

BID/CONTRACTOR understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and BID/CONTRACTOR agrees during the term of the agreement that BID/CONTRACTOR will strictly adhere to this policy in its employment practices and provision of services. BID/CONTRACTOR shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

L. Stop Work Orders:

1. Order to Stop Work:

The City, may, by written order to BID/CONTRACTOR at any time, and without notice to any surety, require BID/CONTRACTOR to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to BID/CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, BID/CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

- a) Cancel the stop work order; or
- b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2. Cancellation or Expiration of the Order:

If a stop work order issued under this clause is canceled at any time during the period

specified in the order, or if the period of the order or any extension thereof expires, BID/CONTRACTOR shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or BID/CONTRACTOR price, or both, and the contract shall be modified in writing accordingly, if:

- a) The stop-work order results in an increase in the time required for, or in BID/CONTRACTOR's properly allocable to, the performance of any part of this contract; and
- b) BID/CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. Termination of Stopped Work:

If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. Adjustments of Price:

Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

M. Representation regarding Contingent Fees:

BID/CONTRACTOR represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in BID/CONTRACTOR's proposal.

Note: The following clause shall be completed and conspicuously placed within the response
PROSPECTIVE BID/CONTRACTOR'S REPRESENTATION REGARDING
CONTINGENT FEES:

The prospective BID/CONTRACTOR represents as a part of such BID/CONTRACTOR's proposal that such BID/CONTRACTOR has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

N. Acknowledgement of Amendments:

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of proposals.

O. Certification of Independent Price Determination:

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any

consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

- P. E-Invoices and Payment.** The City requires the Contractor to submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of the invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payments shall be in United States currency.

Q. E-Verification:

If applicable, BID/CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program.

BID/CONTRACTOR agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, BID/CONTRACTOR agrees to provide a copy of each such verification. BID/CONTRACTOR further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject BID/CONTRACTOR to the following:

1. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. The loss of any license, permit, certification or other document granted to BID/CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
3. Both. In the event of such cancellations/termination, BID/CONTRACTOR would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

R. Transparency:

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Mississippi Code Annotated §§ 25- 61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly

institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

S. Trade Secrets, Commercial and Financial Information:

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

T. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]- Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. (Complete and Submit Anti-Lobbying Certification Form, APPENDIX B, Attachment F)

U. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (Complete and Submit Suspension and Debarment Certification Form, APPENDIX B, Attachment G)

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of subgrantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any

contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

V. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

W. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

X. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of

the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Y. Domestic preferences for procurements.

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Z. Prohibition on certain telecommunications and video surveillance services or equipment.

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably

believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

AA. Department of Homeland Security (DHS) Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

BB. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

1. 2 CFR 200.321 states the non-Federal entity (City of Gautier) must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. It further requires the prime contractor, if subcontracts are to be let, to take the same affirmative steps required by the City of Gautier as listed in paragraphs (2)(a) through (e) of this section.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CC. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

DD. Performance and Payment Bonds:

Upon activation of the contract and prior to beginning work, the selected Contractor shall

furnish and pay for a Performance Bond and Labor and Material Payment Bond of a company qualified to do business in the State of Mississippi, and which is acceptable to the Owner, in an amount equal to 100% of the estimate contract price, as security for the true and faithful performance of the Contract and Payment in full of all subcontractors and persons performing labor, services, materials, machinery and fixtures in connection with the work. The estimated contract price will be determined at the time of the event due to the severity of the storm. The Contractor shall furnish said bonds within three (3) business days of a written "Notice to Proceed" by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date when final payment becomes due.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omission, additions, changes, and advance payments or deferred payments.

IV. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Gautier and will not be returned. All submitted RFP's are subject to all applicable public records laws. This includes the Mississippi Public Records Act of 1983. In the event of a contract award, all documentation produced as part of the contract will become the exclusive property of the City. The RFP and the successful proposal will be incorporated into the contract.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date. Contract will require a maximum dollar cap according to the magnitude of the disaster. The City may establish an estimated amount for this event.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section

1. RFP Checklist and Required Forms
2. Cover Letter
3. Qualifications and Experience
4. Proposed Strategy and Technical Approach
5. Auditing History
6. Proposed Pricing
7. References
8. Administrative Information
9. Capacity

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) color original paper submittal and nine (9) copies, one (1) USB flash drive containing one (1) color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information. The RFP documents will be on 8 1/2" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12 size font, maximum 25 pages.

The 25-page limit does not include the required nine (9) forms that are included in the RFP attachments (Request for Proposal Checklist, Attachment A, B, C, D, E, F, G, H).

Additionally, all headings, sections and sub-sections shall be identified appropriately. Front and back shall constitute two (2) pages. All documentation shall be in the exact order and format as shown below.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, proposals should be organized in the manner specified as follows:

Section 1: RFP Checklist and Required Forms (Complete and Submit)

Complete and provide page APPENDIX B.

Section 2: Cover Letter

Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;
- A brief statement of the respondent's understanding of the services required and qualifications to provide Disaster Response Services and Supplies;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting

- deadlines;
- Such other information as the respondent deems appropriate.

Section 3: Qualifications and Experience

In this section, respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing Disaster Response Services and Supplies including in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues related to the project. Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi;
- Current Applicable Department of Professional Regulation License(s);
- Current Applicable Certification(s);
- A list of Sub-Contractors with credentials and related experience.

Section 4: Proposed Strategy and Technical Approach

In this section, respondent shall provide the firm's proposed strategy in representing the City in responding to non-declared and/or declared disasters, and shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History

In this section, respondent shall demonstrate the firm's prior experience in defending and maintaining federal program reimbursements.

Section 6: Proposed Pricing

Respondent shall fill out and submit the proposed pricing rates on the Contractor's Price Proposal Fee Schedule Form provided herein as Attachment A (see pg. 24). Any and all positions that may perform any work required under the scope of services shall be provided by each respondent in this Contractor's Price Proposal Fee Schedule Form. The proposed pricing rate is a composite of the proposed base rates, fringe, overhead & profit, and proposed billing rates.

Respondents shall be scored based on a pro-rata distribution of points according to the price proposal rates for each respondent. The respondent with the lowest proposed price total shall receive the maximum points possible, and all other respondents shall receive a score based on the price provided herein the Contractors Price Proposal Fee Schedule Form Attachment A (see pg. 24).

Section 7: References

Provide five (5) references from projects completed in the past five (5) years with similar scope and scale.

Section 8: Administrative Information

Please include the following:

- Proof of Insurance and its limits.
- Drug Free Work Place Form (Complete and Submit).
- RFP Affidavit (Complete and submit).
- RFP Affidavit of Solvency (Complete and Submit).
- Conflict of Interest Disclosure Form (Complete and Submit).
- Anti-Lobbying Certification Form (Complete and Submit).
- Suspension and Debarment Certification Form (Complete and Submit).
- Acknowledged Addenda (If Applicable).

Section 9: Capacity

Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

**TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES**

APPENDIX A

**REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR
STATEMENTS OF QUALIFICATIONS FOR DISASTER RESPONSE SERVICES AND SUPPLIES**

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to "City" shall mean City of Gautier, Mississippi.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is

canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and
- (b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms "bid" and "bidder" to "offer" and "offeror," "bid form" to "proposal form," "invitation for bid" to "request for proposal," and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary, and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract portions or the technical portions of the bid document must be submitted in writing to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 or lrreddix@gautier-ms.gov. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and nine (9) copies of the bid form, ten (10) copies total, shall be signed and submitted in a sealed envelope or package to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality, quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith

- (2) The price bid is substantially lower than those of other bidders because of a mistake.
- (3) The mistake is a clerical error, not an error of judgment.
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within one hundred twenty (120) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

- (1) A business license valid in the City of Gautier, Mississippi.
- (2) A professional license or certificate, if applicable.

- (3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing.

Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's

eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City regarding the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
- (2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
- (3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- (4) the quality of performance of previous contracts or services.

SURETY REQUIRED

- (1) Bid surety: A bid bond, cashier's check, or certified check in the amount of \$50,000 made payable to the City shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of an initial performance bond. The failure of the bidder to accept an award and file acceptable performance within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the City as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.
- (2) Performance surety: An initial performance bond upon award in the amount of \$1,000,000 shall be required of the successful bidder. Upon activation of the contract, an additional performance bond and/or an increase in the amount of the performance bond may be required, depending upon the severity of the disaster and the amount of debris, at the discretion of the City. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

- (3) Payment surety: Upon activation, a payment bond in the amount of 100 percent of the estimated bid amount, based upon the severity of the disaster, shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.
- (4) Alternative surety: A certified check for cash escrow deposit such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of any bond subject to approval by the City's attorney.
- (5) In no event shall the requirement for a bond be waived.

CITY OF GAUTIER, MISSISSIPPI
REQUEST FOR PROPOSALS CHECKLIST AND FORMS
for
DISASTER RESPONSE SERVICES AND SUPPLIES

APPENDIX B

COMPANY NAME: _____

SECTION	CHECKLIST	CHECKBOX	CITY USE (ONLY)
1	RFP Checklist		
2	RFP Cover Letter		
3	Qualifications and Experience:		
	▪ Proper and valid licensing to conduct business in the State of Mississippi		
	▪ Current Applicable Department of Professional Regulation License(s)		
	▪ Current Applicable Certification(s)		
	▪ A list of Sub-Contractors with credentials and related experience		
4	Proposed Strategy and Technical Approach		
5	Auditing History		
6	Proposed Pricing		
	▪ Fee Schedule Form (Complete and Submit ATTACHMENT A)		
7	References		
8	Administrative Information		
	▪ Proof of Insurance and its limits		
	▪ Drug Free Work Place Form (Complete and Submit ATTACHMENT B)		
	▪ RFP Affidavit (Complete and submit ATTACHMENT C)		
	▪ RFP Affidavit of Solvency (Complete and Submit ATTACHMENT D)		
	▪ Conflict of Interest Disclosure Form (Complete and Submit ATTACHMENT E)		
	▪ Anti-Lobbying Certification Form (Complete and Submit ATTACHMENT F)		
	▪ Suspension and Debarment Certification Form (Complete and Submit ATTACHMENT G)		
	▪ Required Checklist /Signature Page Form (Complete and Submit ATTACHMENT H)		
	▪ Acknowledged Addenda (If Applicable)		
9	Capacity for Performance		
	▪ Number and title of Staff providing service		

SUBMIT

ONE (1) COLOR ORIGINAL, AND NINE (9) COPIES
ONE (1) USB FLASH DRIVE CONTAINING
ONE (1) COLOR PDF OF THE ORIGINAL DOCUMENTS

FEE SCHEDULE FORM
ATTACHMENT A

TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

The costs listed shall include all expenses in any way related to the service/supply, including delivery and maintenance. The Respondent shall provide prices in the units provided below. “Cost plus percentage” prices cannot be accepted, and the Respondent risks rejection of the proposal if they are provided in this manner.

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
1.0	Sleep trailers – specify number of beds per trailer. Beds per trailer: _____	Per Week	_____ _____	\$ _____
2.0	Sleep tents – specify number of beds per tent. Beds per tent: _____	Per Week	_____ _____	\$ _____
3.0	Bed units (Cots, Pillows, Sheets, Blankets). Specify number of bed units: _____	Per Week	_____ _____	\$ _____
4.0	Catering/Food Preparation			
4.1	Hot meal, drinks included w/meal. (Based on 500 personnel.)	Per Meal	_____ _____	\$ _____
4.2	Box lunch (Not MRE), drinks included w/meal. (Based on 500 personnel.)	Per Meal	_____ _____	\$ _____
5.0	Ice - Specify size _____ LB bag.	Per Bag	_____ _____	\$ _____
6.0	Reefer/Refrigerated trailers (without fuel). Specify trailer length: _____	Per Week	_____ _____	\$ _____
7.0	Shower trailers (w/all water supply, etc. includes servicing waste water tank). Specify number of shower stations per trailer: _____	Per Week	_____ _____	\$ _____

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
----------	------------------	------	----------------------	----------------------

8.0	Portable restroom trailer. (Includes servicing waste water tank.) Specify number of stations per trailer. _____	Per Week	_____ _____	\$ _____
9.0	Portable restroom (port-a-john, single unit, to include servicing).	Per Week	_____ _____	\$ _____
10.0	Hand wash units w/ water supply, etc. Specify type and number of stations: _____	Per Week	_____ _____	\$ _____
11.0	Bottled water, per case - Specify bottle size in oz: _____	Per Case	_____ _____	\$ _____
12.0	Tower/Area Lighting Towable engine power. (120V/240V). Specify KW: _____	Per Week	_____ _____	\$ _____
13.0	First aid station w/ First Aid Team - supplies to accommodate 500 personnel (well stocked for immediate care in emergencies. Includes trauma dressing tourniquet, eye-wash kit)	Per Week	_____ _____	\$ _____
14.0	Trash receptacles – Specify type and size in cu yd. (Dumpster, Trash bin with lid, etc.). Type: _____ Size: _____ Cu yd.	Per Week	_____ _____	\$ _____
15.0	Garbage Disposal Service per dump. Type: _____ Size: _____ Cu yd.	Per Week	_____ _____	\$ _____
16.0	Internet kit and WiFi Hot Spot distribution (capaCity to operate 300 WIFI devices at a minimum)	Per Week	_____ _____	\$ _____
17.0	Forklifts – minimum 6000lb all-terrain	Per Week	_____ _____	\$ _____

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
----------	------------------	------	----------------------	----------------------

18.0	Air conditioning and heating 10 ton Portable unit for temporary facility	Per Week	_____ _____	\$ _____
19.0	Generators/Power Distribution – with power cord			
19.1	5kW	Per Week	_____ _____	\$ _____
19.2	100kW	Per Week	_____ _____	\$ _____
19.3	350kW	Per Week	_____ _____	\$ _____
19.4	500kW (Service Complex Building/AC)	Per Week	_____ _____	\$ _____
20.0	Temporary office modular trailer. Furnished with minimum of 4 desks and 4 desk chairs – Specify modular size by length x width in ft. Modular building size: _____	Per Week	_____ _____	\$ _____
21.0	Laundry service per person. (Based on 500 personnel.)	Per Person/ Week	_____ _____	\$ _____
22.0	Towable/Portable Communications Trailer - Provides Internet connectivity via Satellite while establishing secure local area wifi hotspot. Provides satellite phone telecommunications via VOIP. Type: _____ Size: _____	Per Week	_____ _____	\$ _____
23.0	Emergency fuel and distribution			
23.1	Gas - Bulk price delivered	Cost + Fixed Fee	_____ _____	\$ _____
23.2	Diesel - Bulk price delivered	Cost + Fixed Fee	_____ _____	\$ _____
24.0	Fueling stations - Operation and monitored at designated sites	Each per Week	_____ _____	\$ _____

Respectfully Submitted:

Signature _____

By _____

Title _____

Date _____

**TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES**

The undersigned firm hereby certifies that _____ does:
Name of Company/Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in the City's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph one.
4. In the statement specified in paragraph one, not if the employees that, as a condition of working on the contractual services described in paragraph three, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with state or federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one through five.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

Print Authorized Name and Title:

Authorized Signature and Date:

TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority _____ (AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is _____ (TITLE) of _____ (COMPANY/FIRM), the respondent submitting the attached proposal for the services covered by the RFP documents for DISASTER RESPONSE SERVICES AND SUPPLIES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

The undersigned has executed this Affidavit, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this ____ day of _____ 20__.

Affiant Signature

Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

AFFIDAVIT OF SOLVENCY FORM

ATTACHMENT D

**TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES**

PERTAINING TO THE SOLVENCY OF _____ (COMPANY/FIRM),
being duly sworn I, _____ (AFFIANT NAME) – (*ex.*,
CEO, Officer, President, Duly Authorized Representative, etc..) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____ 20____.

Affiant Signature

Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by
_____ who personally appeared before me at the time of
notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

CONFLICT OF INTEREST FORM

ATTACHMENT E

TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a BID/CONTRACTOR's/contractor's professional judgment in completing work for the benefit City of Gautier ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

BID/CONTRACTORS/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. BID/CONTRACTORS / Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the BID/CONTRACTOR's/contractor's professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging s an actual distortion of goals, processes, methods of analysis, or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/ application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District , if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District , if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number , if applicable:	
8. Federal Action Number , if known:	9. Award Amount , if known: \$	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) 10. b. Individuals Performing Services (including address if different from No. 10,a.) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify:	
12. Form of Payment (check all that apply): ____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A**

Reporting Entity: _____
Page _____ **of** _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, City, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, City, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, City, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data Sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

TO: CITY OF GAUTIER

REQUEST FOR PROPOSALS *for*

DISASTER RESPONSE SERVICES AND SUPPLIES

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Submission of this certification is a prerequisite for making or entering into this transaction.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by City of Gautier, Mississippi. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Gautier, Mississippi, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

Employees not to Benefit

I (we) hereby certify that if any future contract is awarded to our firm, partnership, corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing any contract.

_____ CONFIRMED

Conflicts of Interest

The Contractor

[] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

Representation Regarding Contingency Fees

The Responder

[] has [] has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.

Representation Regarding Gratuities

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

_____ initial

Collusion

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

_____ initial

Acceptance of Conditions

I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document.

_____ initial

Proprietary Information

This response

[] does [] does not contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at _____.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

Signature

Date

Name (Printed)

Title

CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER RESPONSE SERVICES AND SUPPLIES

APPENDIX C

-DRAFT-

****** Selected Proposer(s) will be required to execute this agreement prior to ****
commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY.
Any exceptions to this agreement should be included in proposal response.**

**NON-EXCLUSIVE CONTRACT
FOR DISASTER RESPONSE SERVICES AND SUPPLIES
TO SUPPORT DISASTER RECOVERY OPERATIONS
MADE BY AND BETWEEN
THE CITY OF GAUTIER AND
(CONTRACTOR/COMPANY NAME)**

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

- I. **Parties.** The parties to this contract are the CITY OF GAUTIER, hereinafter referred to as "CITY OF GAUTIER" and generally as "CITY," and (CONTRACTOR/COMPANY FULL NAME), hereinafter referred to as "(COMPANY NAME)" and generally as "CONTRACTOR".
- II. **Scope of Services.** All services listed in this statement are to be performed by (Company Name) unless otherwise noted.
 - A. Purpose: (Company Name) will assist City of Gautier, Mississippi by providing Disaster Response Services and Supplies in the event of a natural disaster or emergency. This contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster or emergency and as directed by the City, the Disaster Response Services and Supplies Contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.
 - B. (Company Name) will assist the City staff in meeting statutory and regulatory mandates; with technical issues related to implementing Scopes of Work to ensure full compliance with all Federal, State, and local laws in order to limit any subsequent audits and reviews.
 - C. (Company Name) shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.
 - D. (Company Name) shall perform the scope of services as described below and as described in the fee schedule (see Addendum A – Request for Proposal (RFP) pg. 24). This scope of work shall be considered a minimum standard to meet in providing Disaster Response Services and Supplies Service. The City, at its sole discretion, may seek some, all or none of the services on the fee schedule and may, during an emergency, require additional services not

addressed on the fee schedule, depending on the severity of the event. Each service or any service may only be performed after a Task Order has been issued by the City and a Notice to Proceed given as to that specific service. Time for service provision provided by the company is in City's sole discretion, and the City will dictate the time of service and supplies desired on the Task Order issued. **The Specific tasks include, but are not limited to, the following**

1. Documentation and Recovery Process: Company will provide the following in addition to provision of services and supplies:

- a. Recovery process documentation-create recovery process documentation plan.
- b. Maintain documentation of recovery process.
- c. Provide written and oral status as requested by the City.
- d. Review documentation for accuracy and quantity.
- e. Assist in preparation of claim documentation.

These costs for the documentation and recovery process shall be included in the items in the pricing attachments. Proposer shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

2. Equipment:

- a. All equipment and vehicles utilized by the Company shall meet all the requirements of federal, state and local regulations including, without limitation, all DOT, MDOT and safety regulations, and are subject to the approval of the City.
- b. Upon Notice to Proceed, the Company shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of supplies. The listing shall include the following information:
 - i. Drivers Name and a copy of the Driver's License.
 - ii. Truck and/or trailer license number.
 - iii. Year, make, and color of each truck and/or trailer.
 - iv. Size of each trailer.
- c. Each truck and trailer passing through receiving check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the City shall not be given credit for supplies being transported.

3. Services and Emergency Protective Measures.

The City may elect to request any of the following services or any sub-part thereof. These Services will be on an as requested basis and be dictated by several factors, including but not limited to the severity of the event, the City's level of need, and the provision of these services through other means.

- a. Fuel Supply
Company shall have available 16,000 gallons of diesel and 16,000 gallons of unleaded gasoline for vehicles owned by City of Gautier, including police cruisers and fire/rescue vehicles with the fire districts. Company will provide

sufficient personnel and equipment to maintain and secure, at a minimum, five (5) distribution points as selected by the City.

- b. Janitorial, Laundry and Catering Services for City workers.
Company shall be able to provide:
 - i. sufficient personnel and equipment to maintain and secure, at a minimum, four (4) service centers;
 - ii. three meals a day with "hot" morning and evening meals at the service centers for a maximum of 700 City employees (for Company's planning purposes only; no amount is guaranteed);
 - iii. transportation to deliver meals to and pick up laundry from locations outside the service centers;
 - iv. Portable shower services; and
 - v. Laundry and janitorial services as directed.
- c. Temporary Shelter Space At sites selected by the City, Company shall provide temporary shelter (with option for air conditioning & heating) for:
 - i. City office space;
 - ii. Volunteer Organizations;
 - iii. City of Gautier Residents; and
 - iv. Other groups as directed by the City.
- h. Generators (5kw to 500kw), Satellite Communications (internet/phone), Portable Lighting and Other Emergency Supplies. Service and maintain such stocks of equipment for the period required.
- i. Portable Toilet Facilities and Related Wastewater Collection and Disposal Services.
- j. Life Support Services -- Water, Ice, Pre-packaged Meals (e.g., Meals-Ready-to-Eat) and First Aid Stations.
- k. Provide other disaster response and recovery activities, as necessary and as specifically directed and authorized.

4. Task Order Required.

None of the services shall be initiated unless specifically authorized by an executed Task Order duly issued by the City. Each Task Order shall delineate the specific tasks to be accomplished, the estimated period within which the task should be accomplished, the pay item on Exhibit "B" authorized and may contain a "Do Not Exceed" price. However, if the City finds on its minutes that existing emergency conditions make the issuance of task orders detrimental to the best interest of the City of Gautier, then the City may waive a portion or all of the task order requirement.

F. Deployment

Respondent understands that time is of the essence in the performance of this Contract.

The City may issue a Notice of Alert, which is notification to the Respondent that Respondent may be required to provide services for potential impending disaster. Upon Notice of Alert or notification of possible Notice to Proceed, Respondent must execute pre-

staging/staging of equipment and manpower and all items necessary, to be prepared to execute and perform immediately upon Notice to Proceed. City will issue Notice of Alert, for pre-staging purposes, prior to issuance of Notice to Proceed. There shall be no costs incurred by City of any nature for pre-staging by Respondent. No costs whatsoever shall be incurred by City until Task Order designating services and pay item desired and Notice to Proceed is issued. Respondent understands that anticipating the path of Hurricanes, storms, and/or other potential disasters etc. is not an exact science and Notice to Alert is for the benefit of Respondent so that Respondent can immediately respond when notice to proceed is issued.

Additionally, a representative of the Contractor must be available 24/7 once Notice of Alert is issued. In the event of communication failure, due to disaster, a Contractor representative must report to the City of Gautier Emergency Operations Center as soon as the disaster conditions allow for further instruction by the City. The City reserves the right in severe emergency to issue task orders, notices to proceed and alerts by phone or any other available means.

Staging of Labor and Equipment and Supplies: Contractor must have enough labor, equipment, supplies and manpower to respond within twenty-four (24) hours. Contractor agrees to work diligently to provide services and supplies by the earliest possible date.

- III. **Conflict of interest.** (*Company Name*) affirms and acknowledges that if language or terms in these documents conflict, the following order will determine which document's language or terms control. Contract, Including Addendum A – Request for Proposal (RFP) and Scope of Services, Contractors Proposal, duly authorized Change order, General Conditions, Notices, Bonds, and Contractor's Qualifications.
- IV. **Contract Term.** The term of this contract shall begin on (*Month, Day, Year*) and shall end no later than Close of Business (*Month, Day, Year*). If necessary, this contract may be renewed at the discretion of the City of Gautier conditioned upon satisfactory performance during the prior contract term as determined by the City of Gautier. This contract may be renewed upon written notice to (*Company Name*) at least sixty (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years shall not exceed one (1). (*Company Name*) acknowledges that throughout the term of this contract the need for the services specified above will decrease. The City of Gautier reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, the City of Gautier will determine whether to activate the contract as it deems services are required.

V. **Consideration and Payment.**

- A. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personal and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.
- B. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend operations due to inclement weather. The performance

period may be extended for weather delays. The Contractor shall permit access by the Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- C. *(Company Name)* shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.
- D. As consideration for performance of the contract by *(Company Name)*, City of Gautier shall pay the amount for services not to exceed *(Contract Dollar Amount) (Contract Dollar Amount Spelled Out)*. This amount shall cover all expenses incurred by *(Company Name)* in performing the scope of work included in the contract. Included in Addendum A on page 20 of said addendum is the rate table for this contract, which is incorporated herein by reference.
- E. *(Company Name)* shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the providing insurance.
- F. *(Company Name)* shall invoice City of Gautier monthly. The final invoice shall be submitted only after the final product has been accepted by City of Gautier.
- G. *(Company Name)* agrees to accept all payments in United States currency. The City of Gautier agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the City of Gautier within forty-five (45) days of receipt of invoice.
- H. *(Company Name)* agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.
 - 1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper and ink toner cartridges shall be accomplished through overhead built into the contract price offered by Contractor.
 - 2. The City of Gautier will not reimburse for the purchase of office equipment unless *(Company Name)* has received prior written approval from the City of Gautier. Further, any office equipment purchased with prior written approval will be processed through the City of Gautier Inventory Control Department and will remain the property of City of Gautier after the completion of services under this contract.

VI. **Personnel.** *(Company Name)* and any assistance they employ shall perform all the services required hereunder this contract. All personnel engaged in the work shall be fully qualified to the satisfaction of City of Gautier and shall be authorized as permitted under Federal, state and local law to perform such services.

VII. **Insurance.** The BID/CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The BID/CONTRACTOR shall furnish proof of insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the BID/CONTRACTOR has obtained insurance of the type, amount, and

classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the BID/CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect the BID/CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the BID/CONTRACTOR, or by anyone directly employed by or contracting with the BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the BID/CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the BID/CONTRACTOR or by anyone directly or indirectly employed by a BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The BID/CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of (Company Name) to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

- VIII. Terms and Conditions Required for Contract for Services with City of Gautier, Mississippi.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and the Contractor for professional services:

- A. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable Federal, State and local laws and regulations.
- B. **Ability to Contract.** (*Company Name*) warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. The Contractor agrees to conform to existing policies, rules, and regulations of the City. The Contractor agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.
- C. **Licenses, Permits and Fees.** The BID/CONTRACTOR shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of BID/CONTRACTOR.
- D. **Representation Regarding Contingent Fees.** The Contractor represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's proposal.
- E. **Representation Regarding Gratuities.** The bidder, offeror, Contractor, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City of Gautier Required and Available Clauses.
- F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the "City of Gautier Required and Available Clauses", a copy of which is available and attached as Appendix A of Addendum A and incorporated herein by reference.
- G. **Equal Employment Opportunity.** The Contractor understands that the City of Gautier is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services
- H. **Compliance with Federal Law, Regulations, and Executive Orders.** The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives. Additionally, will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- I. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- J. **Stop Work Order.**
1. **Order to Stop Work.** The City may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such

- order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:
- a. Cancel the stop work order or;
 - b. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.
2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- a. The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - b. The Contractor asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
3. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.
- K. **E-Invoices and Payment.** The City requires the Contractor submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.
- L. **E-Verification.** Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system," means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, all known. as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the City, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereafter meets the

employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following:

1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or;
3. Both.

In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit.

M. **Transparency.** This contract, including any accompanying exhibits, attachments and appendices, is subject to the "Mississippi Public Records Act of 1983" codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

- A. **Anti-Assignment/Subcontracting.** The Contractor acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
- B. **Approval.** It is understood that this contract requires approval by the Gautier City Council. If this contract is not approved, it is void and no payment shall be made hereunder.
- C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event the Contractor defaults in any obligations under this agreement, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs,

and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to the Contractor.

- D. **Authority to Contract.** Contractor represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that the Contractor is not barred from contracting with the City of Gautier; and (f) that the Contractor is at least eighteen (18) years old.
- E. **Contractor Personnel.** The City of Gautier shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City of Gautier reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the City of Gautier in a timely manner and at no additional cost to the City of Gautier. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.
- F. **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. See 44 CFR Part 18 – Certification Regarding Lobbying included in Addendum B.
- H. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)**
Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as

required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- I. **Change in Scope of Work.** City of Gautier may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by City of Gautier and the Contractor. If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify City of Gautier in writing of this belief. If City of Gautier believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.
- J. **Confidential Information.** "Confidential Information" shall mean:
1. Those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and,
 2. All data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:
 - a. To protect all confidential information provided by one party to the other;
 - b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,
 - c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
 - d. To do so by using those methods and procedures normally used to protect the party's own confidential information.
 3. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its subcontractor shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.
 4. Requests to review proprietary information will be handled in accordance with the State of Mississippi Public Records Policy found at 31 Miss. Admin. Code, Pt. 201, R. 3.1-3.7.
- K. **Confidentiality.** Notwithstanding any provision to the contrary contained herein; it is recognized that City of Gautier is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to the City of Gautier pursuant to the agreement, City of Gautier shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the

agreement shall be liable to the other party for disclosures of information required by court order or required by law.

- L. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.
- M. **Exceptions to Confidential Information.** Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 4. Is independently developed by the recipient without any reliance on confidential information;
 5. Is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or,
 6. Is disclosed with the disclosing party’s prior written consent.
- N. **Failure to Deliver.** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City of Gautier, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City of Gautier may have.
- O. **Failure to Enforce.** Failure by the City of Gautier at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Gautier to enforce any provision at any time in accordance with its terms.
- P. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the “force majeure events”). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend

such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the agreement.

- Q. **HIPPA Compliance.** Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
- R. **Indemnification.** To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate City of Gautier, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.
- S. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- T. **Independent Contractor Status.** The Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the City of Gautier, the and City of Gautier shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City of Gautier shall not withhold from the contract payments to the Contractor any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the City of Gautier shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation normally provided by the City for its employees.
- U. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document evidenced upon the minutes and executed by the City and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or the Contractor on the basis of draftsmanship or preparation hereof.

- V. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.
- W. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
- X. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: *(Representative Name, Title)*
(Company/Agency Name).
(Street Address)
(City, State, Zip Code)
(Phone Number)
(email Address)

For the City: Paula Yancey, City Manager
City of Gautier
3330 Highway 90
Gautier, MS, 39553
(228) 497-8000
pyancey@gautier-ms.gov

- Y. **Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and the Contractor.
- Z. **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Gautier and agreed to by the Contractor.
- AA. **Ownership of Documents and Work Papers.** The City of Gautier shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City of Gautier upon termination or completion of the agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City of Gautier and subject to any copyright protections.

BB. **Price Adjustment.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

1. By agreement on a fixed price adjustment before commencement of the additional performance;
2. By unit prices specified in the contract;
3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
4. By the price escalation clause.

CC. **Priority.** The contract consists of this agreement, the Request for Proposal for ‘Disaster Response Services and Supplies’ (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by (*Company Name*) dated (*Month, Day, Year*) (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

DD. **Record Retention and Access to Records.** Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by the Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

EE. **Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City of Gautier, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and City of Gautier. The rights of the City of Gautier are in addition and without prejudice to any other right City of Gautier may have to claim the amount of any loss or damage suffered by the City of Gautier on account of the acts or omissions of the Contractor.

FF. **Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

GG. **City Property.** Contractor will be responsible for the proper custody and care of any City-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

HH. Termination for Convenience Clause.

3. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
4. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

II. Termination for Default Clause.

1. **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the

- Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.
6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- JJ. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by City of Gautier upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- KK. **Third Party Notification.** The contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this agreement.
- LL. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City of Gautier to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, the Contractor shall, on being notified by the City of Gautier, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City of Gautier shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- MM. **Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
- NN. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**
Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

OO. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PP. Domestic preferences for procurements.

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

QQ. Prohibition on certain telecommunications and video surveillance services or equipment.

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RR. Department of Homeland Security (DHS) Seal, Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

SS. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

1. 2CFR 200.321 states the non-Federal entity (City of Gautier) must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. It further requires the prime contractor, if subcontracts are to be let, to take the same affirmative steps required by the City of Gautier as listed in paragraphs (2)(a) through (e) of this section.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

TT. Performance and Payment Bonds: Upon activation of the contract and prior to beginning work, the Contractor shall furnish and pay for a Performance Bond and Labor and Material Payment Bond of a company qualified to do business in the State of Mississippi, and which is acceptable to the Owner, in an amount equal to 100% of the estimate contract price, as security for the true and faithful performance of the Contract and Payment in full of all subcontractors and persons performing labor, services, materials, machinery and fixtures in connection with the work. The estimated contract price will be determined at the time of the event due to the severity of the storm. The Contractor shall furnish said bonds within three (3) business days of a written "Notice to Proceed" by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date when final payment becomes due.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omission, additions, changes, and advance payments or deferred payments.

This written document, along with all addendums as well as other documents listed in paragraph **IX General Terms and Conditions, item BB Priority**, embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.

Name, City Manager
City of Gautier

Date

(Contractor Representative Name, Title)
(Agency/Company Name)

Date

**CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER RESPONSE SERVICES AND SUPPLIES**

APPENDIX D

-EXAMPLE-

TASK ORDER NO. _____

Issued Pursuant to Disaster Response Services and Supplies Contract Effective *(date)*, *(year)*.

By and Between

**City of Gautier (“Owner”) and
(Company Name) (“Contractor”)**

City of Gautier Authorized Contact Name:

***(Company/Contractor)* Contact Name:**

City of Gautier Authorized Contact Number:

***(Company/Contractor)* Contact Number:**

City of Gautier Contact E-Mail Address:

***(Company/Contractor)* E-Mail Address:**

1. Scope of Work:

2. Location/Client Facility Involved: *(example - Citywide)*

3. Period of Performance:

4. Authorized Funding Source:

5. Special Provisions:

Owner: City of Gautier:

By: _____

Print Name: _____

Title: _____

(Company/Contractor Name):

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Date: _____

Address: _____

**CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet**

Council Meeting:
Title:

April 4, 2023
**Authorization to advertise for Request for Proposals
for Disaster Debris Removal Services**

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Authorization to advertise for Request for Proposals for Disaster Debris Removal Services

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2023

WHEREAS, the City of Gautier is seeking Requests for Proposals for experienced and qualified firms to provide Disaster Debris Removal Services; and

WHEREAS, the Request for Proposals is to identify and contract through an open advertised RFP process for qualified firms to provide Disaster Debris Removal Services in support of the City's disaster recovery operations; and

WHEREAS, information is sought for Disaster Debris Removal Services in of disaster-related debris of every kind and nature from public right of ways within the incorporated area, City property, waterways, and/or private property, if approved by the City, State, and FEMA; and

WHEREAS, such services will ensure that the City is full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews; and

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to advertise for Request for Proposals for Disaster Debris Removal Services.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: March 28, 2023
Subject: Authorization to Advertise a Request for Proposal for Disaster Debris Removal Services

REQUEST:

The Grants and Projects Department requests authorization to advertise a Request for Proposal for experienced and qualified firms for Disaster Debris Removal Services.

BACKGROUND:

This RFP is to identify and contract through an open advertised RFP process for qualified firms to provide Disaster Debris Removal Services in support of the City's disaster recovery operations. Information is sought for Disaster Debris Removal Services of disaster-related debris of every kind and nature from public right of ways within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA).

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on April 7, 2023, and April 14, 2023. RFP's must be submitted before 5 p.m. on May 8, 2023.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising a Request for Proposal for experienced and qualified firms for Disaster Debris Removal Services.

The City Council may:

1. Approve the advertisement, as presented; or
2. Not approve the advertisement, as presented.

ATTACHMENT(S):

1. Advertisement for RFP

ADVERTISEMENT FOR REQUEST FOR PROPOSAL (RFP)

Notice is hereby given that the City of Gautier, Mississippi is requesting proposal packages, at Gautier City Hall, 3330 Hwy 90, until 5:00 PM on May 8, 2023, for the following:

“PRE-DISASTER DEBRIS REMOVAL SERVICES”

The City of Gautier, Mississippi, (hereinafter “City”) is seeking written proposal packages from qualified firms to provide Pre-Disaster Debris Removal Services. Proposals will be evaluated based on pricing, capacity for performance, qualifications, experience, and references.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier in the event of a disaster. Requests for proposal are sought for the removal of disaster-related debris, of every kind and nature from public rights of way within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA), as further described in the Request for Proposal (RFP). Private Right of Way Access or Right of Entry (ROE) may or may not be part of the projects, however, if the City, State, or FEMA authorizes the ROE, it will become part of specific projects.

The City will receive requests from qualified firms to provide debris removal services with experience in the areas identified in the request. For consideration, information must contain evidence of experience and abilities in the specified area and other disciplines directly related to Debris Removal.

All properly submitted RFP Packages will be evaluated by an Evaluation Committee. Evaluation Committee Team Members (ECTMs) will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

- 1. Pricing 30%** - Contracts derived through procurement by competitive proposals with more than one source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and price is considered reasonable compensation of services.
- 2. Capacity for Performance 25%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.
- 3. Qualifications 20%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each respondent will be evaluated on the experience and education of the key personnel that will be assigned to the City’s projects. Each firm and/or respondent will be evaluated on its ability to provide comprehensive disaster debris removal services in a timely manner. *(Items to be considered include a number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State, and Local laws and regulations regarding debris removal operations). MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged.*

- 4. Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Debris Removal Services as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2019; FEMA Public Assistance Program & Policy Guide, and Public Assistance Alternate Procedures Pilot Program guidance for debris removal.

The information submitted should, as a minimum, include:

- (1) Types of program(s) with emphasis on experience in debris removal operations as it relates to disaster recovery programs.
- (2) Types of debris removal work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).

- 5. References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

An optional pre-bid conference will be held at 10 a.m. on Thursday, April 20, 2023, at Gautier City Hall, 3330 Hwy. 90. All interested parties are urged to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

For Sealed RFP Packages to be considered, submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: PRE-DISASTER DEBRIS REMOVAL SERVICES.

Address proposals to Leoqueita Reddix, Purchasing Agent, 3330 Highway 90, Gautier, Mississippi 39553 no later than 5:00 p.m. Central Time on May 8, 2023. No electronic or facsimile copies of the responses will be accepted. Timely submission of the response is the responsibility of the respondent. Responses received after the specified time shall be rejected and returned to the respondent unopened. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office. Each page of the response, all attachments and the USB Flash Drive shall be identified with the name of the respondent. Responses to the RFP will be referred to the Selection Committee.

The City of Gautier encourages minority and women-owned businesses to submit proposals.

Request for RFP packages may be obtained in writing from:

City of Gautier, Mississippi
Attn: Leoqueita Reddix, Purchasing Agent
3330 Hwy 90
Gautier, MS 39553

Or telephone 228-497-8000
Or lreddix@gautier-ms.gov

The City reserves the right to reject any and all requests for proposals and to waive any informality in the proposal accepted.

Paula Yancey
City Manager
City of Gautier, MS

(SEAL)

Publication Dates:

Sun Herald: April 7th and 14th, 2023

CITY OF GAUTIER
REQUEST FOR PROPOSAL
DISASTER DEBRIS REMOVAL SERVICES

I. INTRODUCTION

A. Purpose:

The City of Gautier is accepting sealed Request for Proposal (RFP) packages. The purpose of this RFP is to solicit responses from qualified firms to provide Disaster Debris Removal Services in support of the City's disaster recovery operations. Information is sought for Debris Removal Services of disaster related debris, of every kind and nature from public rights of way within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of the projects. However, if the City, State, or FEMA authorizes the ROE, it may become part of specific projects.

The objective of this RFP is to identify and contract for Disaster Debris Removal Services through an open advertised RFP process. Respondent shall appoint a single Point of Contact (SPOC) for this Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), Mississippi Department of Transportation (MDOT), the Mississippi Department of Environmental Quality (MDEQ), the Mississippi Department of Health (MSDH), the Mississippi Board of Animal Health (MBAH), and FEMA as requested. The RFP response should be clear on how the Respondent will assist the City through its Disaster Debris Removal Services.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier.

Respondent should be aware of and acknowledge understanding of the following most recent publication(s):

1. Federal Office of Management and Budget (OMB) new Super Circular Guidelines (2 CFR 200.318 through 326) for all Federal Agencies participating in Federal Grants including FEMA.
2. FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-2 (current version).
3. NOAA Mississippi Marine Debris Emergency Response Guide (MSMERG).

4. Mississippi Department of Environmental Quality (MDEQ) Emergency Debris Management Guidance.
5. Historical Preservation Laws - The City of Gautier has several Historical Listings by the Mississippi Department of Archives and History. Respondent is advised to review the listings in the City should the locations be affected for Debris Removal.

B. The City of Gautier Required and Available Clauses:

The City of Gautier will utilize its Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services. These Required and Available Clauses shall serve as a guideline in keeping compliance with Federal, State, and Local procurement requirements. A copy of the Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services is attached as Appendix A (see pg. 33-42).

C. RFP Contact Information for Questions:

Any and all questions or requests for information relating to this Request for Proposal shall be submitted in writing by or before 12 p.m. (CT) on **April 24, 2023**.

D. Contact Information: Leoqueita Reddix, Purchasing Agent
3330 Highway 90
Gautier, MS 39553
Email: lreddix@gautier-ms.gov
Phone: (228) 497-8000

**Interested firms may not contact any official or staff member of the City of Gautier, except the above referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.*

E. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a City issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms, or conditions not stated herein. The City shall make every possible, good faith effort to issue any and all addenda no later than three (3) days prior to the due date for proposals.

F. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to and received by the City of Gautier by or before 5 p.m. (CT) **on May 8, 2023**. Any packages

received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

RFP Respondents have the option of submitting RFP Packages in a **SEALED** envelope/container and clearly marked on the exterior of the package: “**DISASTER DEBRIS REMOVAL SERVICES.**”

Mail or Ship Sealed RFP Packages OR Hand Deliver Sealed RFP Packages to:

City of Gautier
Attn: Leoqueita Reddix, Purchasing Agent
RE: Disaster Debris Removal Services RFP
3330 Highway 90
Gautier, MS 39553

G. RFP Response Packaging Instructions:

For Sealed RFP Packages, to be considered, submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: **DISASTER DEBRIS REMOVAL SERVICES.**

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

H. Evaluation of Responses:

All properly submitted RFP Packages will be evaluated by an Evaluation Committee. Evaluation Committee Team Members (ECTMs) will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

- 1. Pricing 30%** - Contracts derived through procurement by competitive proposals with more than once source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and price is considered reasonable compensation of services.
- 2. Capacity for Performance 25%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

- 3. Qualifications 20%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each respondent will be evaluated on the experience and education of the key personnel that will be assigned to the City's projects. Each firm and/or respondent will be evaluated on its ability to provide comprehensive disaster debris removal services in a timely manner. *(Items to be considered include a number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State, and Local laws and regulations regarding debris removal operations). MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged.*
- 4. Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Debris Removal Services as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2019; FEMA Public Assistance Program & Policy Guide, and Public Assistance Alternate Procedures Pilot Program guidance for debris removal.

The information submitted should, as a minimum, include:

- (1) Types of program(s) with emphasis on experience in debris removal operations as it relates to disaster recovery programs.
 - (2) Types of debris removal work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).
- 5. References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

The City desires to avoid the expense to all parties of unnecessary presentations. However, the City may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the City elects to conduct oral interviews or presentations, selected firms will be notified.

City Staff may consider any evidence available regarding the financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the City prior to recommending approval of the award.

The City of Gautier reserves the right to reject any or all proposals, waive irregularities or minor formalities, or award to/negotiate with the firm whose proposal best serves the interest of the City.

I. Contract Award:

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein. There is no guarantee a contract will be awarded. The City reserves the right to award to one or multiple proposers at its discretion. A contract is not conditioned upon receipt of FEMA funding.

J. Contract Performance:

At any point in time during the term of the Contract with the awarded Respondent, City Staff may review records of performance to ensure that the Respondent is continuing to provide sufficient labor support, equipment, and organization as prescribed herein. The City may place said contract on probationary status and implement termination procedures if the City determines that the Respondent no longer possesses the labor support, equipment, and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

II. General Requirements

A. Background:

The City of Gautier seeks disaster related Debris Removal Services. This includes debris removal of every kind and nature from public rights of way within the incorporated areas, from City property, beaches (if applicable), and waterways. Private Property Right of Way (ROW) Access or Right of Entry (ROE) may or may not be part of the debris removal projects. However, if the City, State, or FEMA authorizes the ROW/ROE, it may become part of specific projects.

B. Scope of Work: Specific tasks include, but are not limited to, the following:

The primary purpose of this scope of work is to maintain the public health, safety, and economic recovery of the Owner during the response to an emergency situation, as well as to restore the public areas to normal condition. The Contractor understands and agrees that disaster debris removal in the most expeditious manner possible is of the utmost importance, and it will make every effort to complete all requirements of this Contract in the shortest time possible. Disaster debris removal from private property may be added to this contract under the same terms, conditions, and prices, if approved by the Owner.

The work to be performed under this Contract shall consist of the collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage, without written direction from the Owner. Work done under this contract will be done by individual Task Orders issued by the Owner.

If requested by the Owner through a Task Order, the Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.

Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. All cuts should be properly performed to leave the remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

To receive payment under this Contract, the Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction/disposal sites.

1) Removal of Vegetative Debris:

As directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or final disposal site, at the Owner's direction. The Contractor shall provide an inspection tower. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. The Contractor shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this

pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

2) Site Management and Reduction of Vegetative Debris by Grinding:

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3) Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding:

Contractor shall load, haul, and dispose of all reduced (by grinding) vegetative debris. The Contractor can either recycle the material or dispose of the material at a site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity of reduced debris.

4) Site Management and Reduction of Vegetative Debris by Burning:

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

5) Load, Haul, and Dispose of Vegetative Debris Reduced by Burning:

Contractor shall load, haul, and dispose of all reduced (by burning) vegetative debris to a final disposal site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites

managed by others, to an approved landfill. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity of reduced debris.

6) Remove, Haul, and Dispose of C&D Debris:

As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Structure demolition, if approved by the Owner, shall be included in this pay item. Contractor shall deliver C&D Debris to the final disposal site approved by the state environmental agency. All items associated with structure demolition shall be included in this pay item:

- i. Removal, transportation, and disposal of demolished structures and scattered C&D debris on private property will be performed, if approved by the Owner.
- ii. The Contractor is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition work, handling, and transportation of non-regulated asbestos containing material (non-RACM) structures.
- iii. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative or Monitor, the debris removal vehicle will proceed immediately to an Owner approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- iv. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- v. The Contractor shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolition.

The Contractor shall provide an inspection tower. Anticipated revenues from the recycling of debris shall be reflected in the unit price for this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The Contractor shall be responsible for all tipping and disposal fees.

7) Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction, and disposal of the hazardous limbs removed and placed on ROW will be paid under separate pay items.

8) Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Pay Item Schedule. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled under separate pay items. If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall also be removed and paid for under a separate pay item.

9) Removal of Hazardous Stumps:

As identified and directed by the City, the Contractor shall remove, haul, and dispose of all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Each stump shall be inspected by the City Representative and/or its Monitor and the Contractor and documented as to the appropriate category of size for invoicing. The Contractor shall back-fill each stump hole with clean compatible material as determined by the City representative and/or its Monitor and the Contractor. Fill dirt will not be measured for separate payment and shall be included in the cost of the stump removal. Stumps that do not have at least 50% of the root ball exposed shall be flush cut with the ground and hauled as vegetative debris. Hazardous stumps less than 24 inches in diameter shall be removed as regular vegetative debris and will not be measured for separate payment.

10) Regulated Asbestos Containing Material (RACM):

In addition to debris removal from public/private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with

state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the Owner. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The Contractor shall be responsible for all tipping and disposal fees.

Under this item, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the Owner. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an Owner-approved final disposal site in accordance with all Federal, State, and Local regulations. Payment under this item will be per cubic yard.

- i. The Contractor is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
- ii. Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from a RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.
- iii. Any structurally unsound and unsafe structures will be identified and presented to the Owner for direction regarding decommissioning.
- iv. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the Owner's authorized representative/Monitor.
- v. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative/Monitor the debris removal vehicle will proceed immediately to an Owner approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- vi. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized representative/Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- vii. Once RACM is removed, the remaining material shall be removed and hauled as C&D material and the costs associated with the non-RACM shall apply.

11) White Goods:

The Contractor shall remove, decontaminate, transport, and recycle (or dispose, if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling, or disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price for this pay item. Payment under this item will be per each white good.

12) Electronics Waste:

The Contractor shall remove, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price for this pay item. Payment under this item will be per pound.

13) Concrete and Masonry:

The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of concrete shall be reflected in the unit price for this pay item. Payment under this item will be per cubic yard.

14) Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal, and collection of propane tanks, paint, pesticides, and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C&D debris and load then transport the HHW to an approved recycling or approved disposal site. The HHW will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per pound of HHW.

15) Lawnmowers and Equipment with Small Engines:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each lawnmower/equipment with a small engine.

16) Abandoned Tires:

The Contractor will remove, and transport abandoned tires from public property and ROW.

The Contractor will segregate these items from other debris, then load and transport the tires to a recycling or disposal site. The tires will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each tire.

17) Drainage-way Debris:

Contractor will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainage ways, streams, and bayous, which are determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

18) Marine Debris:

Contractor will provide a contract unit price per cubic yard for collecting, hauling, and disposing eligible submerged or semi-submerged debris from waterways, bays, canals, and oceans which is determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal land debris removal operations. This unit price will include all matting, equipment for roadways, loading, hauling, and disposal and will be priced per cubic yard.

19) Abandoned Vehicles and Vessels:

Payment under this item will be per each vehicle/vessel Removal of abandoned vehicles and vessels shall include:

- i. Remove, haul, decontaminate, and reconcile ownership of abandoned vehicles and vessels provided in the categories below. Ownership reconciliation shall be in accordance with state law. The Contractor shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the Owner or Monitor vehicles and vessels from public property or right-of-way, and private property if approved. The Owner or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Contractor. It is the Contractor's responsibility to load, transport, unload, store and reconcile ownership of vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance with applicable Federal, State and local laws. The removal of these vehicles and vessels is

intended for the reconciliation with the owner and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether on private property or public property or obstructed by debris. This is a nonexclusive contract and does not guarantee a minimum number of vehicles and vessels. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item.

- ii. The Contractor assumes responsibility for damage incurred during the towing, removal, and relocation of the vehicles and vessels, and for any and all claims of damage that result from the removal of the vehicles and vessels.
- iii. The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel removal, transportation, offloading, storage, reconciliation, and disposal, and that it will fully comply therewith at all times during the performance of work under this Contract.
- iv. At the close of each day, a representative of the Monitor for the Owner will be present to provide a verification of the vehicles and vessels removed during the day. The Owner may provide a representative or Monitor at the site full-time to verify the arrival (or departure) of vehicles and vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the Owner, the Vehicle Identification Numbers (VIN), Vessel Registration Number, License Plate Number, License Plate State, License Plate City, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The Contractor will reconcile, correct, and resubmit the inventory within one day of notification of errors in VIN numbers or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by owner/insurer, recycled/disposed, or in storage. The Owner will provide the base data file for the Contractor to fill in the required data fields.
- v. Once the vehicles and vessels have been cleared by the property owner and insurance company, the Contractor will load items from the storage facility, transport, unload and dispose of items in an appropriate recycling or disposal facility. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in compliance with all applicable Federal, State, and local laws.
- vi. Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State, and local laws.
- vii. Removal of vehicles and vessels shall be restricted to between the hours from dawn

to dusk.

- viii. The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor, tools, equipment, transportation, and pay for all loading and unloading, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
- ix. Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.
- x. Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State, or local regulations.
- xi. Contractor shall not charge any resident, business, or institution for work performed under this scope of services, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.
- xii. If any vehicles or vessels are marked by other insurance companies or designated, "Do not remove" by property owner, Contractor shall not remove such vehicles or vessels, unless directed by the Owner.
- xiii. The Contractor will provide removal of vehicles and vessels as directed by the Owner representative or Monitor, to address complaints and requests as they are identified.
- xiv. Towing from the storage facility to the property owner or insurance company location will be the responsibility of the property owner or insurance company and is not included in this scope contract. The Contractor shall not charge the property owner or insurance company storage fees or other fees for picking up vehicles or vessels.
- xv. In addition to locating and removing vehicles and vessels, the Contractor will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the City Police Department within 24 hours of tow. The notification will be via email to the Gautier Police Department contact with a copy of the email sent to the Monitor. The Contractor will follow the state laws for notification of vehicle and vessel removal to the appropriate property owner and insurance company. The Contractor will be fully responsible for ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of the Contractor as required by the EPA or state environmental agency. The Contractor shall comply with all applicable Federal, State, and local laws regulating the

transportation, decontamination, and storage and disposal requirements for motor vehicles and vessels.

- xvi. The Contractor represents that he is familiar with local conditions.
- xvii. Major sections of vehicles (not individual parts) severed by the storm, maybe hauled and disposed under this contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle. Major sections of vessels will be paid based on the length of the centerline of the section of the vessel.
- xviii. Abandoned Cars, Trucks, and Vans: Identify, lift, transport, unload, decontaminate, store, and reconcile ownership or dispose of Cars, Trucks, and Vans from public property, private property (if approved) and rights-of-way.
- xix. Abandoned Campers, RV's and Shipping Containers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Campers, RV's, and Shipping Containers from public property, private property (if approved) and rights-of-way.
- xx. Abandoned Busses and Tractor Trailers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Buses and Tractor Trailers from public property, private property (if approved), and rights-of-way.
- xxi. Abandoned Utility and Boat Trailers: Identify, lift, transport, and dispose of Utility Trailers and Boat Trailers from public property, private property (if approved), and rights-of-way.
- xxii. Abandoned Vessels - 10 to 26 Feet: Identity, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way.
- xxiii. Abandoned Vessels - 27 to 40 Feet: Identify, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.
- xxiv. Abandoned Vessels - Over 40 Feet: Identify, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of way.

20) SPECIAL CONDITIONS - SCOPE OF WORK

i. Debris Disposal:

- a. The Contractor shall dispose of all Debris, reduced Debris, ash residue, and other products of the Debris management process in accordance with all applicable

federal, state, and local laws, standards, and regulations. Final disposal locations will be at state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Owner.

- b. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under this contract.
- c. Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.
- d. Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- e. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.
- f. The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.

ii. Contractor's Equipment:

- a. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation, and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured, and certified by the Monitor. All loads must be secured, and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- b. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- c. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (TMS) sites to the permanent disposal sites. The listing shall include the following information;
 1. Truck and/or trailer license number.
 2. Year, make and color of each truck and trailer.
 3. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.
- d. Each truck and trailer passing through disposal checkpoints shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.
- e. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

iii. Property Damage:

The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain and make available to the Owner and Monitor a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or

private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.

C. Billing

The winning respondent will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the City. All direct project costs will be concisely billed to specific project codes established by the City.

D. Deployment

Respondent must be prepared to deploy within 24 hours from the notice to proceed. Respondent staffing levels shall be efficient and coincide with the scale of the disaster debris removal operations and must be approved by the Owner prior to deployment. The respondent shall obtain approval from the City for any increase in the staffing levels.

The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the providing insurance.

E. Considerations

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's personnel and equipment are the responsibility of the Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend respondent's operations due to inclement weather. The performance period may be extended for weather delays. The Respondent shall permit access by the City, Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

F. Sub-Contractors:

If the Respondent elects to sub-contract with any firm, for any portion of the work, the Respondent shall be responsible for all work performed by any sub-contract and the Respondent shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under heading IV. Request for Proposals Submittal Requirements, item C. RFP Components, Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state thereon.

At any time, the City may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the Respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the Respondent, at no cost to the City.

The City reserves the right to disqualify any Respondent, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

III. CONTRACT REQUIREMENTS

A. Insurance Requirements:

The Respondent shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The Respondent shall furnish proof of Insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the Respondent has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Respondent of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The Respondent shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect the Respondent from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Respondent, or by anyone directly employed by or contracting with the Respondent.

The Respondent shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 if applicable.

The Respondent shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the Respondent from claims for damages for bodily injury, including the ownership, use, or maintenance of owner and nonowner automobiles, including rented/hired automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by a Respondent.

The Respondent shall maintain Umbrella or Excess Liability Insurance covering Workers' Compensation, Commercial General Liability, and Business Auto Liability with minimum limits of liability of \$1,000,000.

The Respondent shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

B. Licenses, Permits & Fees:

The Respondent shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses, or certifications shall be the sole responsibility of the Respondent.

C. Contract Agreement & Term:

The intent of the City of Gautier is to select the firm(s) which is deemed best through the evaluation process and to award a contract upon successful negotiations to that firm(s). It is anticipated that the City will issue a Disaster Debris Removal Services contract. The initial contract term shall be for a period of two (2) years, with an option to renew for a period of one (1) additional year.

It is expressly understood that the City's selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations will follow between the City and the selected respondent; it is further expressly understood that no contractual relationship exists with the City until a contract has been executed by both the City and the selected respondent.

It is further expressly understood that the occurrence of a disaster event does not guarantee activation of the executed contract or work. In the event of a disaster, the City will determine whether to activate the executed contract as it deems services are required. The Draft Contract is attached hereto as Appendix C and incorporated herein. The Draft Contract is provided for informational purposes only. Any exceptions to the agreement should be included in the proposal response.

D. Collusion:

By affixing his/her signature to this submittal, the Respondent agrees to the following: "Respondent certifies that his/her submittal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

E. Applicable Law:

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Respondent shall comply with applicable federal, state, and local laws and regulations.

F. Termination for Convenience Clause:

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
2. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

G. Termination for Default Clause.

1. **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.
6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

H. Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its mayor, councilmen, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees, and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in

said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

I. Public Records:

Proposers should be aware that this Request for Proposals and all responses thereto are public records. If submitting documents which the proposer contends are exempt from disclosure under the Mississippi Public Records Act, the proposer shall provide a written statement at the time of submittal which shall describe the documents filed and which shall fully explain why the documents are designated as exempt from disclosure and must specifically cite any statute or other legal authority in support of such designation. Any such document shall be clearly designated as such on its face by the proposer and accompanying cover letter at the time of submittal and shall be placed in an envelope other than white. Each page of each document shall be marked "CONFIDENTIAL". Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release.

J. Availability of Funds:

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFP's is conditioned upon the appropriation of funds by the City.

K. Compliance with Laws:

Respondent understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Respondent agrees during the term of the agreement that Respondent will strictly adhere to this policy in its employment practices and provision of services. Respondent shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

L. Stop Work Orders:

1. Order to Stop Work:

The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require RESPONDENT to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to RESPONDENT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, RESPONDENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

- a) Cancel the stop work order; or
 - b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
2. Cancellation or Expiration of the Order:
If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, RESPONDENT shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or RESPONDENT price, or both, and the contract shall be modified in writing accordingly, if:
- a) The stop-work order results in an increase in the time required for, or in RESPONDENT'S properly allocable to, the performance of any part of this contract; and
 - b) RESPONDENT asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City of Gautier decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
3. Termination of Stopped Work:
If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. Adjustments of Price:
Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

M. Representation regarding Contingent Fees:

RESPONDENT represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in RESPONDENT'S proposal.

N. Acknowledgement of Amendments:

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the City, by the time and at the place specified for receipt of proposals.

O. Certification of Independent Price Determination:

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

Note: The following clause shall be completed and conspicuously placed within the response
**PROSPECTIVE CONTRACTOR’S REPRESENTATION REGARDING
CONTINGENT FEES: The prospective Contractor represents as a part of such
Contractor’s proposal that such Contractor has not retained any person or agency on a
percentage, commission, or other contingent arrangements to secure this contract.**

P. E-Invoices and Payment. The City requires the Contractor to submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payments shall be in United States currency.

Q. E-Verification:

If applicable, RESPONDENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program.

RESPONDENT agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, RESPONDENT agrees to provide a copy of each such verification.

RESPONDENT further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject RESPONDENT to the following:

1. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. The loss of any license, permit, certification or other document granted to RESPONDENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
3. Both. In the event of such cancellations/termination, RESPONDENT would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

R. Transparency:

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

S. Trade Secrets, Commercial and Financial Information:

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

T. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]-
Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
(Complete and Submit Anti-Lobbying Certification Form, APPENDIX B, Attachment F)

U. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (Complete and Submit Suspension and Debarment Certification Form, APPENDIX B, Attachment G)

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of subgrantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

V. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

W. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

IV. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Gautier and will not be returned. All submitted RFPs are subject to all applicable public records laws. This includes the Mississippi Public Records Act of 1983. In the event of a contract award, all documentation produced as part of the contract will become the exclusive property of the City. The RFP and the successful proposal will be incorporated into the contract.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date. The City may require a maximum dollar cap according to the magnitude of the disaster. The City may establish an estimated amount for this event.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section

1. RFP Checklist and Required Forms
2. Cover Letter
3. Qualifications and Experience
4. Proposed Strategy and Technical Approach
5. Auditing History

6. Proposed Pricing
7. References
8. Administrative Information
9. Capacity

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows:

For Sealed RFP Packages: submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: DISASTER DEBRIS REMOVAL SERVICES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

The RFP documents will be on 8-1/2" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12 size font, maximum 25 pages.

The 25-page limit does not include the required eight (8) forms that are included in the RFP attachments (Request for Proposal Checklist, Attachment A, B, C, D, E, F, G, and H).

Additionally, all headings, sections, and sub-sections shall be identified appropriately. Front and back shall constitute two (2) pages. All documentation shall be in the exact order and format as shown below.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, proposals should be organized in the manner specified as follows:

Section 1: RFP Checklist and Required Forms (Complete and Submit)

Complete and provide page APPENDIX B.

Section 2: Cover Letter

Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number, and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;

- A brief statement of the respondent's understanding of the services required and qualifications to provide disaster debris removal services;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the respondent deems appropriate.

Section 3: Qualifications and Experience

In this section, respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing disaster debris removal services including in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues related to the project. *MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged.* Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi;
- Current Applicable Department of Professional Regulation License(s);
- Current Applicable Certification(s);
- A list of Sub-Contractors with credentials and related experience.

Section 4: Proposed Strategy and Technical Approach

In this section, respondent shall provide the firm's proposed strategy in representing the City in responding to non-declared and/or declared disasters, and shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History

In this section, respondent shall demonstrate the firm's prior experience in defending and maintaining federal program reimbursements.

Section 6: Proposed Pricing

In this section, respondent shall fill out and submit the proposed pricing rates on the Contractor's Price Proposal Form provided herein as Appendix B, Attachment A. Any and all positions that may perform any work required under the scope of services shall be provided by each respondent in this Contractor's Price Proposal Form. The proposed pricing rate is a composite of the proposed base rates, fringe, overhead & profit, and proposed billing rates.

Respondents shall be scored based on a pro-rata distribution of points according to the price proposal rates for each respondent. The respondent with the lowest proposed

price total shall receive the maximum points possible, and all other respondents shall receive a score based on the price provided herein the Contractors Price Proposal Form Appendix B, Attachment A (see pg. 44).

Section 7: References

Provide five references on projects within the last five years with similar scope and scale.

Section 8: Administrative Information

Please include the following:

- Proof of Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Anti-Lobbying Certification Form (Complete and Submit)
- Suspension and Debarment Certification Form (Complete and Submit)
- Required Checklist/Signature Page (Complete and Submit)
- Acknowledged Addenda (If Applicable)

Section 9: Capacity

Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

APPENDIX A

GAUTIER, MISSISSIPPI

**REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR
STATEMENTS OF QUALIFICATIONS FOR DISASTER SERVICES**

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to "City" shall mean the City of Gautier, Mississippi.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

- (1) Order to Stop Work: The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this

clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule and the contract shall be modified in writing accordingly, if:

- (a) the stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and
- (b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City Council decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the

space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING

CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated§ 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor: further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such

- cancellation/termination being made public;
- (2) the loss of any license, permit, certification, or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

APPENDIX A (cont.)

GAUTIER, MISSISSIPPI

**CLAUSES AVAILABLE FOR USE IN SOLICITATIONS FOR BIDS,
PROPOSALS, OR STATEMENT OF QUALIFICATIONS FOR DISASTER
SERVICES**

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms "bid" and "bidder" to "offer" and "offeror," "bid form" to "proposal form," "invitation for bid" to "request for proposal," and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary, and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract or technical portions of the bid document must be submitted in writing to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 or lreddix@gautier-ms.gov. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and 9 copies of the bid form, 10 copies total, shall be signed and submitted in a sealed envelope or package to Leoqueita Reddix, Purchasing Agent at 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the Administrative Clerk. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality, quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith
- (2) The price bid is substantially lower than those of other bidders because of a mistake.
- (3) The mistake is a clerical error, not an error of judgment.
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

- (1) A business license valid in the City of Gautier, Mississippi.
- (2) A professional license or certificate in the field of [specialty area].
- (3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

PRE-BID CONFERENCE (OPTIONAL)

An optional pre-bid conference will be held at 10 a.m. on Thursday, April 20, 2023, at Gautier City Hall, 3330 Hwy. 90. All interested parties are urged to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
- (2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
- (3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- (4) the quality of performance of previous contracts or services.

SURETY REQUIRED

(1) Bid surety: A bid bond, cashier's check, or certified check in the amount of \$50,000 made payable to the City shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of an initial performance bond. The failure of the bidder to accept an award and file acceptable performance within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the City as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

(2) Performance surety: An initial performance bond upon award in the amount of \$1,000,000 shall be required of the successful bidder. Upon activation of the contract, an additional performance bond and/or an increase in the amount of the performance bond may be required, depending upon the severity of the disaster and the amount of debris, at the discretion of the City. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(3) Payment surety: Upon activation, a payment bond in the amount of 100 percent of the estimated bid amount, based upon the severity of the disaster, shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

- (4) Alternative surety: A certified check for cash escrow deposit such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of any bond subject to approval by the City 's attorney.
- (5) In no event shall the requirement for a bond be waived.

THE CITY OF GAUTIER

REQUEST FOR PROPOSALS CHECKLIST AND FORMS

for

DISASTER DEBRIS REMOVAL SERVICES

APPENDIX B

COMPANY NAME: _____

SECTION	CHECKLIST	CHECKBOX	CITY USE (ONLY)
1	RFP Checklist		
2	RFP Cover Letter		
3	Qualifications and Experience:		
	▪ Proper and valid licensing to conduct business in the State of Mississippi		
	▪ Current Applicable Department of Professional Regulation License(s)		
	▪ Current Applicable Certification(s)		
	▪ A list of Sub-Contractors with credentials and related experience		
4	Proposed Strategy and Technical Approach		
5	Auditing History		
6	Proposed Pricing		
	▪ Contractors Price Proposal Form (Complete and Submit ATTACHMENT A)		
7	References		
8	Administrative Information		
	▪ Proof of Insurance and its limits		
	▪ Drug Free Work Place Form (Complete and Submit ATTACHMENT B)		
	▪ RFP Affidavit (Complete and submit ATTACHMENT C)		
	▪ RFP Affidavit of Solvency (Complete and Submit ATTACHMENT D)		
	▪ Conflict of Interest Disclosure Form (Complete and Submit ATTACHMENT E)		
	▪ Anti-Lobbying Certification Form (Complete and Submit ATTACHMENT F)		
	▪ Suspension and Debarment Certification Form (Complete and Submit ATTACHMENT G)		
	▪ Required Checklist/Signature Page (Complete and Submit Attachment H)		
	▪ Acknowledged Addenda (If Applicable)		
9	▪ Capacity		
	▪ Number and title of staff providing service		

SUBMIT

ONE (1) COLOR ORIGINAL, AND NINE (9) COPIES

ONE (1) USB FLASH DRIVE CONTAINING ONE (1) COLOR PDF OF THE ORIGINAL DOCUMENTS

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

Date _____

Proposal of _____ (hereinafter called "Contractor"),
authorized to do business under the laws of the State of Mississippi, proposes to the City of Gautier
(hereinafter called "Owner"):

Ladies and Gentlemen:

The Contractor, in compliance with your invitation for proposals for:

DISASTER RELATED DEBRIS REMOVAL SERVICES

Having examined the specifications with related documents and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this is a part. Unbalanced pricing will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written Task Order issued by the Owner, and to fully complete the work in the Contractual period of time allotted.

This price proposal form must be completed, signed and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.

Contractor acknowledges receipt of the following addenda:

Contractor agrees to perform work under a Task Order issued by the Owner in accordance with the specifications and other information included in the contract documents for the following prices:

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
1.0	Removal, Haul, and Dispose of Eligible Vegetative Debris	Cubic Yard	_____	\$_____
2.0	Site Management and Reduction of Vegetative Debris by Grinding	Cubic Yard	_____	\$_____
3.0	Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding	Cubic Yard	_____	\$_____
4.0	Site Management and Reduction of Vegetative Debris by Burning	Cubic Yard	_____	\$_____
5.0	Load, Haul, and Dispose of Vegetative Debris Reduced by Burning	Cubic Yard	_____	\$_____
6.0	Remove, Haul, and Dispose of Eligible C&D Debris to an Approved Disposal Site	Cubic Yard	_____	\$_____
7.0	Removal of Hazardous Hanging Limbs and placement on public property or ROW	Per Tree	_____	\$_____
8.1	Removal of Hazardous Leaning Trees Over 6 and up to 12 Inches and placement on public property or ROW	Per Tree	_____	\$_____
8.2	Removal of Hazardous Leaning Trees Over 12 and up to 24 Inches and placement on public property or ROW	Per Tree	_____	\$_____
8.3	Removal of Hazardous Leaning Trees Over 24 and up to 36 Inches and placement on public property or ROW	Per Tree	_____	\$_____
8.4	Removal of Hazardous Leaning Trees Over 36 Inches and placement on public property or ROW	Per Tree	_____	\$_____

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
9.1	Removal of Hazardous Stumps Over 24 and up to 36 Inches, including extraction, hauling, and final disposal. Also include fill dirt and grading at no additional cost. Size measured 2 ft. above ground level	Per Stump	_____ _____ _____	\$ _____
9.2	Removal of Hazardous Stumps Over 36 and up to 48 Inches, including extraction, hauling, and final disposal. Also include fill dirt and grading at no additional cost. Size measured 2 ft. above ground level	Per Stump	_____ _____ _____	\$ _____
9.3	Removal of Hazardous Stumps Over 48 Inches, including extraction, hauling, and final disposal. Also include fill dirt and grading at no additional cost. Size measured 2 ft. above ground level	Per Stump	_____ _____ _____	\$ _____
10.0	Removal, Hauling and Disposal of Regulated Asbestos Containing Material (RACM)	Cubic Yard	_____ _____ _____	\$ _____
11.0	Removal, Hauling and Recycling or Disposal of White Goods	Per Each	_____ _____ _____	\$ _____
12.0	Removal, Hauling and Recycling or Disposal of Electronics Waste	Cubic Yard	_____ _____ _____	\$ _____
13.0	Removal, Hauling and Recycling or Disposal of Concrete and Masonry	Cubic Yard	_____ _____ _____	\$ _____
14.0	Removal, Hauling and Disposal of Household Hazardous Waste (HHW)	Per Pound	_____ _____ _____	\$ _____
15.0	Removal, Hauling and Recycling or Disposal of Lawnmowers and Equipment with Small Engines	Per Each	_____ _____ _____	\$ _____
16.0	Removal, Hauling and Recycling or Disposal of Abandoned Tires	Per Each	_____ _____ _____	\$ _____

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
17.0	Removal, Hauling and Recycling or Disposal of Debris from Drain-ways, Streams and Bayous	Per Linear Foot		\$_____
18.0	Marine Debris – Removal, Hauling, and Recycling or Disposal Submerged Debris from Waterways, Bays, Canals and Oceans	Cubic Yard		\$_____
19.1	Removal of Abandoned Vehicles (Cars, Trucks, Vans)	Per Each		\$_____
19.2	Removal of Abandoned Campers, RV's, and Shipping Containers	Per Each		\$_____
19.3	Removal of Abandoned Buses and Tractor Trailers	Per Each		\$_____
19.4	Removal of Abandoned Utility and Boat Trailers	Per Each		\$_____
19.5	Removal of Abandoned Vessels – 10 to 26 Feet	Per Linear Foot		\$_____
19.6	Removal of Abandoned Vessels – 27 to 40 Feet	Per Linear Foot		\$_____
19.7	Removal of Abandoned Vessels – Over 40 Feet	Per Linear Foot		\$_____

Signature _____ By _____ Title _____ Date _____				

Respectfully Submitted:

Business

Name (please print)

Address

Signature

City, State, Zip Code

E-mail

Office Phone

Fax Number

DRUG-FREE WORKPLACE FORM

ATTACHMENT B

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

The undersigned firm hereby certifies that _____ does:
Name of Company/Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in the City's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph one.
4. In the statement specified in paragraph one, not if the employees that, as a condition of working on the contractual services described in paragraph three, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with state or federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one through five.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

Print Authorized Name and Title:

Authorized Signature and Date:

AFFIDAVIT FORM

ATTACHMENT C

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority _____ (AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is _____ (TITLE) of _____ (COMPANY/FIRM), the respondent submitting the attached proposal for the services covered by the RFP documents for DISASTER DEBRIS REMOVAL SERVICES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

The undersigned has executed this Affidavit, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____ 21__.

Affiant Signature

Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

AFFIDAVIT OF SOLVENCY FORM

ATTACHMENT D

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

PERTAINING TO THE SOLVENCY OF _____ (COMPANY/FIRM), being
duly sworn I, _____ (AFFIANT NAME) – (*ex., CEO, Officer,
President, Duly Authorized Representative, etc..*) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____ 20____
.

Affiant Signature

Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by
_____ who personally appeared before me at the time of notarization,
and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

CONFLICT OF INTEREST FORM

ATTACHMENT E

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Respondent's professional judgment in completing work for the benefit of the City of Gautier ("City "). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis, or outcomes desired by the City.

Respondents are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Respondents, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the Respondent's professional judgment when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/ application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District , if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District , if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number , if applicable:	
8. Federal Action Number , if known:	9. Award Amount , if known: \$	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) 10. b. Individuals Performing Services (including address if different from No. 10.a.) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify:	
12. Form of Payment (check all that apply): ____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A**

Reporting Entity: _____
Page _____ **of** _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data Sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Submission of this certification is a prerequisite for making or entering into this transaction.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

Employees not to Benefit

I (we) hereby certify that if any future contract is awarded to our firm, partnership, or corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing any contract.

_____ initial

Conflicts of Interest

The Respondent

☐ is ☐ is not

aware of any information bearing on the existence of any potential organizational conflict of interest.

_____ initial

Representation Regarding Contingency Fees

The Responder

☐ has ☐ has not

retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.

_____ initial

Representation Regarding Gratuities

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

_____ initial

Collusion

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

_____ initial

Acceptance of Conditions

I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document.

_____ initial

Proprietary Information

This response

☐ does ☐ does not

contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at _____.

_____ initial

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

Signature _____

Date _____

Name (Printed) _____

Title _____

THE CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER DEBRIS REMOVAL SERVICES

APPENDIX C

-DRAFT-

******* Selected Proposer(s) will be required to execute this agreement prior to ****
commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any
exceptions to this agreement should be included in proposal response.***

**NON-EXCLUSIVE CONTRACT
FOR DISASTER DEBRIS REMOVAL SERVICES
TO SUPPORT DISASTER RECOVERY OPERATIONS
MADE BY AND BETWEEN
THE CITY OF GAUTIER AND
(AGENCY/COMPANY NAME)**

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

- I. **Parties.** The parties to this contract are the CITY OF GAUTIER, hereinafter referred to as "CITY " and generally as "CITY," and (COMPANY FULL NAME), hereinafter referred to as "(COMPANY NAME)" and generally as "CONTRACTOR".
- II. **Scope of Services.** All services listed in this statement are to be performed by (Company Name) unless otherwise noted.
 - A. **Purpose:** Then City seeks disaster related Debris Removal Services. This includes disaster debris removal of every kind and nature from public rights of way within the incorporated areas, from City property and waterways. Private Property Right of Way (ROW) Access or Right of Entry (ROE) may or may not be part of the debris removal projects. However, if the City, State, or FEMA authorizes the ROW/ROE, it may become part of specific projects.
 - B. (Company Name) shall provide the services stated within the RFP for Disaster Debris Removal Services, which is attached hereto as Addendum A and incorporated herein by reference, as well as the services outlined in (Company Name) proposal submitted in response to the RFP for Disaster Debris Removal Services, which is attached hereto as Addendum B and incorporated herein by reference.
 - C. (Company Name) shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.
 - D. (Company Name) shall perform the following Scope of Work: - Specific tasks include, but are not limited to, the following:

The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance, and it will make every effort to complete all requirements of this Contract in the

shortest time possible. Debris removal from private property may be added to this contract under the same terms, conditions, and prices, if approved by the Owner.

The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage, without written direction from the Owner. Work done under this contract will be done by individual Task Orders issued by the Owner.

If requested by the Owner through a Task Order, the Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.

Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. All cuts should be properly performed to leave remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction/disposal sites.

1) Removal of Vegetative Debris:

As directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or final disposal site, at the Owner's direction. The Contractor shall provide an inspection tower. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. The Contractor shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

2) Site Management and Reduction of Vegetative Debris by Grinding:

The Contractor shall manage one or more DMS site and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3) Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding:

Contractor shall load, haul, and dispose of all reduced (by grinding) vegetative debris. The Contractor can either recycle the material or dispose of the material at a site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

4) Site Management and Reduction of Vegetative Debris by Burning:

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

5) Load, Haul, and Dispose of Vegetative Debris Reduced by Burning:

Contractor shall load, haul, and dispose of all reduced (by burning) vegetative debris to a final disposal site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

6) Remove, Haul, and Dispose of C&D Debris:

As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Structure demolition, if approved by the Owner, shall be included in this pay item. Contractor shall deliver C&D Debris to final disposal site approved by the state environmental agency. All items associated with structure demolition shall be included in this pay item:

- i. Removal, transportation, and disposal of demolished structures and scattered C&D debris on private property will be performed, if approved by the Owner.
- ii. The Contractor is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition work, handling, and transportation of non-regulated asbestos containing material (non-RACM) structures.
- iii. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative or Monitor, the debris removal vehicle will proceed immediately to an Owner approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- iv. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- v. The Contractor shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolition.

The Contractor shall provide an inspection tower. Anticipated revenues from the recycling of debris shall be reflected in the unit price for this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The Contractor shall be responsible for all tipping and disposal fees.

7) Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis.

Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be paid under separate pay items.

8) Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Pay Item Schedule. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled under separate pay items. If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall also be removed and paid for under a separate pay item.

9) Removal of Hazardous Stumps:

As identified and directed by the City, the Contractor shall remove, haul, and dispose of all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Each stump shall be inspected by the City Representative and/or its Monitor and the Contractor and documented as to the appropriate category of size for invoicing. The Contractor shall back-fill each stump hole with clean compatible material as determined by the City Representative and/or its Monitor and the Contractor. Fill dirt will not be measured for separate payment and shall be included in the cost of the stump removal. Stumps that do not have at least 50% of the root ball exposed shall be flush cut with the ground and hauled as vegetative debris. Hazardous stumps less than 24 inches in diameter shall be removed as regular vegetative debris and will not be measured for separate payment.

10) Regulated Asbestos Containing Material (RACM):

In addition to debris removal from public/private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the Owner. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The Contractor shall be responsible for all tipping and disposal fees.

Under this item, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the Owner.

Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated

from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an Owner -approved final disposal site in accordance with all Federal, State, and Local regulations. Payment under this item will be per cubic yard.

- i. The Contractor is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
- ii. Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.
- iii. Any structurally unsound and unsafe structures will be identified and presented to the Owner for direction regarding decommissioning.
- iv. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the Owner's authorized representative/Monitor.
- v. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative/Monitor the debris removal vehicle will proceed immediately to an Owner t-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- vi. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized representative/Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- vii. Once RACM is removed, the remaining material shall be removed and hauled as C&D material and the costs associated with the non-RACM shall apply.

11) White Goods:

The Contractor shall remove, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling or disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price for this pay item. Payment under this item will be per each white good.

12) Electronics Waste:

The Contractor shall removal, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price for this pay item. Payment under this item will be per pound.

13) Concrete and Masonry:

The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of concrete shall be reflected in the unit price for this pay item. Payment under this item will be per cubic yard.

14) Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal, and collection of propane tanks, paint, pesticides, and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C&D debris and load then transport the HHW to an approved recycling or approved disposal site. The HHW will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per pound of HHW.

15) Lawnmowers and Equipment with Small Engines:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each lawnmower/equipment with a small engine.

16) Abandoned Tires:

The Contractor will remove, and transport abandoned tires from public property and ROW. The Contractor will segregate these items from other debris then load and transport the tires to a recycling or disposal site. The tires will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each tire.

17) Drainage-way Debris:

Contractor will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainage-ways, streams and bayous, which are determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

18) Marine Debris:

Contractor will provide a contract unit price per cubic yard for collecting, hauling, and disposing eligible submerged or semi-submerged debris from waterways, bays, and canals which is determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal land debris removal operations. This unit price will include all matting, equipment for roadways, loading, hauling, and disposal and will be priced per cubic yard.

19) Abandoned Vehicles and Vessels:

Payment under this item will be per each vehicle/vessel removal of abandoned vehicles and vessels shall include:

- i. Remove, haul, decontaminate, and reconcile ownership of abandoned vehicles and vessels provided in categories below. Ownership reconciliation shall be in accordance with state law. The Contractor shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the Owner or Monitor vehicles and vessels from public property or right-of-way, and private property if approved. The Owner or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Contractor. It is the Contractor's responsibility to load, transport, unload, store and reconcile ownership of vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance with applicable Federal, State, and local laws. The removal of these vehicles and vessels is intended for the reconciliation with the owner and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether in private property or public property or obstructed by debris. This is a nonexclusive contract and does not guaranty a minimum number of vehicles and vessels. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item.
- ii. The Contractor assumes responsibility for damage incurred during the towing, removal and relocation of the vehicles and vessels, and for any and all claims of damage that result from removal of the vehicles and vessels.
- iii. The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel removal, transportation, offloading, storage, reconciliation and disposal, and that it will fully comply therewith at all times during the performance of work under this Contract.
- iv. At the close of each day, a representative of the Monitor for the Owner will be present to provide a verification of the vehicles and vessels removed during the day. The Owner may provide a representative/Monitor at the site full time to verify the arrival (or departure) of vehicles and vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels

transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the Owner, the Vehicle Identification Numbers (VIN), Vessel Registration Number, License Plate Number, License Plate State, License Plate County, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The Contractor will reconcile, correct, and resubmit the inventory within one day of notification of errors in VIN numbers or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by owner/insurer, recycled/disposed, or in storage. The Owner will provide the base data file for the Contractor to fill in the required data fields.

- v. Once the vehicles and vessels have been cleared by the property owner and insurance company, the Contractor will load items from the storage facility, transport, unload and dispose of items in an appropriate recycling or disposal facility. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in compliance with all applicable Federal, State, and local laws.
- vi. Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State, and local laws.
- vii. Removal of vehicles and vessels shall be restricted to between the hours from dawn to dusk.
- viii. The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor, tools, equipment, transportation, and pay for all loading and unloading, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
- ix. Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.
- x. Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State, or local regulations.
- xi. Contractor shall not charge any resident, business, or institution for work performed under this scope of services, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.
- xii. If any vehicles or vessels are marked by other insurance companies or designated, "Do not remove" by property owner, Contractor shall not remove such vehicles or vessels, unless directed by the Owner.
- xiii. The Contractor will provide removal of vehicles and vessels as directed by the Owner representative or Monitor, to address complaints and requests as they are identified.
- xiv. Towing from the storage facility to the property owner or insurance company location will be the responsibility of the property owner or insurance company and is not included in this scope contract. The Contractor shall not charge the property owner or insurance

company storage fees or other fees for picking up vehicles or vessels.

- xv. In addition to locating and removing vehicles and vessels, the Contractor will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the Gautier Police Department within 24 hours of tow. The notification will be via email to the Gautier Police Department with a copy of the email sent to the Monitor. The Contractor will follow the state laws for notification of vehicle and vessel removal to the appropriate property owner and insurance company. The Contractor will be fully responsible for ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of the Contractor as required by the EPA or state environmental agency. The Contractor shall comply with all applicable Federal, State, and local laws regulating the transportation, decontamination, and storage and disposal requirements for motor vehicles and vessels.
- xvi. The Contractor represents that he is familiar with local conditions.
- xvii. Major sections of vehicles (not individual parts) severed by the storm, may be hauled and disposed under this contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle. Major sections of vessels will be paid based on the length of the centerline of the section of the vessel.
- xviii. Abandoned Cars, Trucks, and Vans: Identify, lift, transport, unload, decontaminate, store, and reconcile ownership or dispose of Cars, Trucks, and Vans from public property, private property (if approved) and rights-of-way.
- xix. Abandoned Campers, RV's and Shipping Containers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Campers, RV's and Shipping Containers from public property, private property (if approved) and rights-of-way.
- xx. Abandoned Busses and Tractor Trailers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Buses and Tractor Trailers from public property, private property (if approved), and rights-of-way.
- xxi. Abandoned Utility and Boat Trailers: Identify, lift, transport, and dispose of Utility Trailers and Boat Trailers from public property, private property (if approved), and rights-of-way.
- xxii. Abandoned Vessels- 10 to 26 Feet: Identity, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way.
- xxiii. Abandoned Vessels - 27 to 40 Feet: Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.
- xxiv. Abandoned Vessels - Over 40 Feet: Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of-way.

20) SPECIAL CONDITIONS - SCOPE OF WORK

i. Debris Disposal:

- a. The Contractor shall dispose of all Debris, reduced Debris, ash residue, and other products of the Debris management process in accordance with all applicable federal, state, and local laws, standards, and regulations. Final disposal locations will be at state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Owner.
- b. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under this contract.
- c. Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.
- d. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- e. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.
- f. The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.

ii. Contractor's Equipment:

- a. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation, and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured, and certified by the Monitor. All loads must be secured, and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- b. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- c. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (TMS) sites to the permanent disposal sites. The listing shall include the following information:
 1. Truck and/or trailer license number;
 2. Year make and color of each truck and trailer;
 3. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.
- d. Each truck and trailer passing through disposal checkpoints shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.
- e. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

iii. Property Damage:

The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain and make available to the Owner and Monitor a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the

Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.

- III. **Conflict of interest.** *(Company Name)* affirms and acknowledges that it is not currently contracted to and shall not be contracted in the future to any State or Federal agencies for work or services that receive PA funding in the State of Mississippi. Said work or services includes but is not limited to grant administration grant management, or any other work or services funded in-part or wholly with Public Assistance funds which the City may determine to be a conflict of interest.
- IV. **Contract Term.** The term of this contract shall begin on *(Month, Day, Year)* and shall end no later than 11:59 p.m. on *(Month, Day, Year)*. If necessary, this contract may be renewed at the discretion of the City conditioned upon satisfactory performance during the prior contract term as determined by the City. This contract may be renewed upon written notice to *(Company Name)* at least sixty (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years shall not exceed one (1). *(Company Name)* acknowledges that throughout the term of this contract, the need for the services specified above may decrease. The City of Gautier reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, the City will determine whether to activate the contract as it deems services are required.

V. **Consideration and Payment.**

- A. As consideration for performance of the contract by *(Company Name)*, the City of Gautier shall pay *(Company Name)* for services rendered and accepted per authorized task order the amount for services not to exceed the accepted rates as provided in *(Company Name)*'s rate table, Addendum A on page _____. This amount shall cover all expenses incurred by *(Company Name)* in performing the scope of work included in the contract. Included in **Addendum A on page _____ of said addendum** is the rate table for this contract, which is incorporated herein by reference.
- B. *(Company Name)* shall invoice the City monthly. The final invoice shall be submitted only after the final product has been accepted by the City.
- C. *(Company Name)* agrees to accept all payments in United States currency. The City of Gautier agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the City of Gautier within forty-five (45) days of receipt of invoice.
- D. *(Company Name)* agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.
1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper and ink toner cartridges shall be accomplished through overhead built into the contract price offered by Contractor.
 2. The City will not reimburse for the purchase of office equipment unless *(Company Name)* has received prior written approval from the City. Further, any office equipment purchased with prior written approval will be processed through the City Inventory Control Department and will remain the property of the City after the completion of services under this contract.

- E. *(Company Name)* shall have the right to internally manage its own staff, time, and expenses. The City shall be informed of all staffing issues. Job descriptions and billing rates by job title for specified labor categories are attached hereto as part of Addendum B and incorporated herein by reference.
- F. *(Company Name)* shall provide the following in terms of staffing to perform the scope of services as provided for in this contract:
1. Program Manager – *(number)*.
 2. Technical Specialist- *(number)*, and;
 3. Administrative Support – *(number)*.

- VI. **Personnel.** *(Company Name)* and any assistance they employ shall perform all the services required hereunder this contract. All personnel engaged in the work shall be fully qualified to the satisfaction of the City and shall be authorized as permitted under Federal, state, and local law to perform such services.
- VII. **Insurance.** *(Company Name)* shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. *(Company Name)* shall furnish proof of Insurance to the City prior to the commencement of operations. The Certificate(s) shall clearly indicate *(Company Name)* has obtained insurance of the type, amount, and classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve *(Company Name)* of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

(Company Name) shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect *(Company Name)* from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by *(Company Name)*, or by anyone directly employed by or contracting with *(Company Name)*.

(Company Name) shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 if applicable.

(Company Name) shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect *(Company Name)* from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by *(Company Name)* or by anyone directly or indirectly employed by *(Company Name)*.

(*Company Name*) shall maintain Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

(*Company Name*) shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of (*Company Name*) to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

VIII. Terms and Conditions Required for Contract for Services with the City of Gautier. This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and (*Company Name*) for professional services:

- A. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. (*Company Name*) shall comply with applicable Federal, State, and local laws and regulations.
- B. **Ability to Contract.** (*Company Name*) warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. (*Company Name*) agrees to conform to existing policies, rules, and regulations of the City. (*Company Name*) agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.
- C. **Licenses, Permits, and Fees.** (*Company Name*) shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of (*Company Name*).
- D. **Representation Regarding Contingent Fees.** (*Company Name*) represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in (*Company Name*)'s proposal.
- E. **Representation Regarding Gratuities.** (*Company Name*) represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City Required and Available Clauses.
- F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the "City of Gautier Required and Available Clauses", a copy of which is available and attached as Appendix A and incorporated herein by reference.
- G. **Equal Employment Opportunity.** (*Company Name*) understands that the City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and (*Company Name*) agrees during

the term of the agreement that *(Company Name)* will strictly adhere to this policy in its employment practices and provision of services

- H. **Compliance with Federal Law, Regulations, and Executive Orders.** *(Company Name)* shall comply with, and all activities under this agreement shall be subject to, all applicable Federal laws, regulations, executive orders, FEMA policies, procedures, and directives. Additionally, Contractor will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- I. **Program Fraud and False or Fraudulent Statements or Related Acts.** *(Company Name)* acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to *(Company Name)*'s actions pertaining to this contract.
- J. **Stop Work Order.**
1. **Order to Stop Work.** The City may, by written order to *(Company Name)* at any time, and without notice to any surety, require *(Company Name)* to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to *(Company Name)*, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, *(Company Name)* shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:
 - a. Cancel the stop work order or;
 - b. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.
 2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, *(Company Name)* shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule and the contract shall be modified in writing accordingly, if:
 - a. The stop work order results in an increase in the time required for, or in *(Company Name)*'s cost properly allocable to, the performance of any part of this contract; and
 - b. *(Company Name)* asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
 3. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
 4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.
- K. **E-Invoices and Payment.** The City requires *(Company Name)* submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City using the processes and procedures

identified by the City. The City agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. *(Company Name)* understands and agrees that the City is exempt from the payment of taxes. All payments shall be in United States currency.

- L. **E-Verification.** *(Company Name)* represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system”, means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, all known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. *(Company Name)* agrees to maintain records of such compliance and, upon request of the City, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi. *(Company Name)* understands and agrees that any breach of these warranties may subject *(Company Name)* to the following:

1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. The loss of any license, permit, certification, or other document granted to *(Company Name)* by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year or;
3. Both.

In the event of such termination/cancellation, *(Company Name)* would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit.

- M. **Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.
- N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

- IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

- A. **Anti-Assignment/Subcontracting.** *(Company Name)* acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the *(Company Name)*’s special skills and

expertise. *(Company Name)* shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

- B. **Approval.** It is understood that this contract requires approval by the City of Gautier. If this contract is not approved, it is void and no payment shall be made hereunder.
- C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event *(Company Name)* defaults in any obligations under this agreement, the *(Company Name)* shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. *(Company Name)* agrees that under no circumstances shall the City be obligated to pay any attorney's fees or costs of legal action to *(Company Name)*.
- D. **Authority to Contract.** *(Company Name)* represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that *(Company Name)* is not barred from contracting with the City; and (f) that the Contractor is at least eighteen (18) years old.
- E. **Contractor Personnel.** The City of Gautier shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by *(Company Name)*. If the City reasonably rejects staff or subcontractors, *(Company Name)* must provide replacement staff or subcontractors satisfactory to the City of Gautier in a timely manner and at no additional cost to the City of Gautier. The day-to-day supervision and control of *(Company Name)*'s employees and subcontractors is the sole responsibility of the Contractor.
- F. **Suspension and Debarment.** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such *(Company Name)* is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) *(Company Name)* must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. See Certification Regarding Suspension and Debarment included as Attachment G of Addendum B.

G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. See 44 CFR Part 18 – Certification Regarding Lobbying included as Attachment F of Addendum B.

H. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)**

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. **Change in Scope of Work.** The City may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by *(Company Name)* that the scope of the project or of *(Company Name)*'s services has been changed, requiring changes to the amount of compensation to *(Company Name)* or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the City of Gautier and *(Company Name)*. If *(Company Name)* believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to *(Company Name)*, *(Company Name)* must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, *(Company Name)* will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

J. **Confidential Information.** "Confidential Information" shall mean:

1. Those materials, documents, data, and other information which *(Company Name)* has designated in writing as proprietary and confidential; and,
2. All data and information which *(Company Name)* acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:

- a. To protect all confidential information provided by one party to the other;
 - b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,
 - c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
 - d. To do so by using those methods and procedures normally used to protect the party's own confidential information.
3. Any liability resulting from the wrongful disclosure of confidential information on the part of *(Company Name)* or its subcontractor shall rest with *(Company Name)*. Disclosure of any confidential information by *(Company Name)* or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.
- K. **Confidentiality.** Notwithstanding any provision to the contrary contained herein; it is recognized that the City of Gautier is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to the City pursuant to the agreement, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.
- L. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.
- M. **Exceptions to Confidential Information.** *(Company Name)* and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 4. Is independently developed by the recipient without any reliance on confidential information;
 5. Is or later becomes part of the public domain or may be lawfully obtained by the City or *(Company Name)* from any nonparty; or,
 6. Is disclosed with the disclosing party's prior written consent.

- N. **Failure to Deliver.** In the event of failure of *(Company Name)* to deliver services in accordance with the contract terms and conditions, the City of Gautier, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City of Gautier may have.
- O. **Failure to Enforce.** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- P. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the “force majeure events”). When such a cause arises, *(Company Name)* shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events unless the City determines it to be in its best interest to terminate the agreement.
- Q. **HIPPA Compliance.** *(Company Name)* agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
- R. **Indemnification.** To the fullest extent allowed by law, *(Company Name)* shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its mayor, councilmen, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees, and expenses, and attorney's fees, arising out of or caused by *(Company Name)* and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City’s sole discretion, *(Company Name)* may be allowed to control the defense of any such claim, suit, etc. In the event *(Company Name)* defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. *(Company Name)* shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. *(Company Name)* shall not settle any claim, suit, etc. without the City’s concurrence, which the City shall not unreasonably withhold.
- S. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- T. **Independent Contractor Status.** *(Company Name)* shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, *(Company Name)*, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and *(Company Name)*. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or *(Company Name)* hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and *(Company Name)*. *(Company Name)*’s personnel shall not be

deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither *(Company Name)* nor its employees shall, under any circumstances, be considered servants, agents, or employees of the City of Gautier, and the City of Gautier shall be at no time legally responsible for any negligence or other wrongdoing by *(Company Name)*, its servants, agents, or employees. The City of Gautier shall not withhold from the contract payments to *(Company Name)* any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to *(Company Name)*. Further, the City of Gautier shall not provide to *(Company Name)* any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

- U. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document evidenced upon the minutes and executed by the City and *(Company Name)*. *(Company Name)* acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or *(Company Name)* on the basis of draftsmanship or preparation hereof.
- V. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State, and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.
- W. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of *(Company Name)* for harm caused by the intentional or reckless conduct of *(Company Name)* or for damages incurred through the negligent performance of duties by *(Company Name)* or the delivery of products that are defective due to negligent construction.
- X. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: *(Representative Name, Title)*
(Company/Agency Name).
(Street Address)
(City, State, Zip Code)
(Phone Number)
(email Address)

For the City: Paula Yancey, City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39553
(228) 497-8000
pyancey@gautier-ms.gov

- Y. **Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other

party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and *(Company Name)*.

- Z. Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Gautier and agreed to by *(Company Name)*.
- AA. Ownership of Documents and Work Papers.** The City of Gautier shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for *(Company Name)*'s internal administrative and quality assurance files and internal project correspondence. *(Company Name)* shall deliver such documents and work papers to the City upon termination or completion of the agreement. The foregoing notwithstanding, *(Company Name)* shall be entitled to retain a set of such work papers for its files. *(Company Name)* shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.
- BB. Price Adjustment.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
1. By agreement on a fixed price adjustment before commencement of the additional performance;
 2. By unit prices specified in the contract;
 3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 4. By the price escalation clause.
- CC. Priority.** The contract consists of this Agreement, the Request for Proposal for 'Disaster Debris Removal Services' (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by *(Company Name)* dated *(Month, Day, Year)* (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- DD. Record Retention and Access to Records.** Provided *(Company Name)* is given reasonable advance written notice and such inspection is made during normal business hours of *(Company Name)*, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by *(Company Name)* for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later. The Contractor further agrees: (1) to provide the City of Gautier, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (2) to permit any of the foregoing parties to

reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (3) to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City of Gautier and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

- EE. **Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by *(Company Name)* to the City, the same amount may be deducted from any sum due to *(Company Name)* under the contract or under any other contract between *(Company Name)* and the City of Gautier. The rights of the City of Gautier are in addition and without prejudice, to any other right. The City of Gautier may have to claim the amount of any loss or damage suffered by the City of Gautier on account of the acts or omissions of *(Company Name)*.
- FF. **Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- GG. **City Property.** *(Company Name)* will be responsible for the proper custody and care of any City-owned property furnished for Contractor's use in connection with the performance of this agreement. *(Company Name)* will reimburse the City for any loss or damage, normal wear, and tear excepted.

HH. Termination for Convenience Clause.

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to *(Company Name)* specifying the part of the contract terminated and when termination becomes effective.
2. **Contractor's Obligations.** *(Company Name)* shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, *(Company Name)* will stop work to the extent specified. *(Company Name)* shall also terminate outstanding orders and subcontracts as they relate to the terminated work. *(Company Name)* shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct *(Company Name)* to assign *(Company Name)*'s right, title, and interest under terminated orders or subcontracts to the City. *(Company Name)* must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

II. Termination for Default Clause.

1. **Default.** If *(Company Name)* refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify *(Company Name)* in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate *(Company Name)*'s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. *(Company Name)* shall continue performance of the contract to the

extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, *(Company Name)* shall take timely, reasonable, and necessary action to protect and preserve property in the possession of *(Company Name)* in which the City has an interest.
 3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due *(Company Name)* such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
 4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, *(Company Name)* shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by *(Company Name)* to make progress in the prosecution of the work hereunder which endangers such performance) if *(Company Name)* has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, *(Company Name)* shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit *(Company Name)* to meet the contract requirements. Upon request of *(Company Name)*, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the *(Company Name)*'s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
 5. **Erroneous Termination for Default.** If, after notice of termination of *(Company Name)*'s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.
 6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- JJ. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by the City of Gautier upon written notice to *(Company Name)*, if *(Company Name)* should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by *(Company Name)* of an assignment for the benefit of its creditors. In the event of such termination, *(Company Name)* shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

KK. Third Party Notification. *(Company Name)* shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against *(Company Name)* by any entity that may result in litigation related in any way to this agreement.

LL. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by *(Company Name)* is considered by the City of Gautier to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, *(Company Name)* shall, on being notified by the City of Gautier, immediately correct such deficient service or work. In the event *(Company Name)* fails, after notice, to correct the deficient service or work immediately, the City of Gautier shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of *(Company Name)*.

MM. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

NN. Department of Homeland Security (DHS) Seal, Logo and Flags. The Contractor shall not use the DHS seal(s), logos, crests or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This written document, along with any addendums, appendices, and attachments embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.

Paula Yancey
City of Gautier

Date

(Contractor Representative Name, Title)
(Agency/Company Name)

Date

**THE CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER DEBRIS REMOVAL SERVICES**

APPENDIX D

-EXAMPLE-

TASK ORDER NO. _____

Issued Pursuant to Disaster Debris Removal Services Contract Effective (date), (year).

By and Between

The City of Gautier (“Owner”)

and

(Company Name) (“Contractor”)

City of Gautier Authorized Contact Name:

(Company/Contractor) Contact Name:

City of Gautier Authorized Contact Number:

(Company/Contractor) Contact Number:

City of Gautier Contact E-Mail Address:

(Company/Contractor) E-Mail Address:

1. Scope of Work:

2. Location/Client Facility Involved: *(example - City wide)*

3. Period of Performance:

4. Authorized Funding Source:

5. Special Provisions:

Owner: City of Gautier:

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

(Company/Contractor Name):

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

**CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet**

Council Meeting:

April 4, 2023

Title:

**NUNC PRO TUNC Order correcting the Resolution
expressing intent to grant tax exemption to
Magnolia Landing Investments, LLC**

Introduced by:

Contact Person/Telephone

Josh Danos 497-8000

Summary Explanation: NUNC PRO TUNC Order correcting the Resolution expressing intent to grant tax exemption to Magnolia Landing Investments, LLC

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2023

WHEREAS, on February 7, 2023, there came before the Mayor and Council for the City of Gautier a Resolution expressing intent to grant tax exemption to Magnolia Landing Investments, LLC; and

WHEREAS, through clerical error, the name of the business was incorrectly transcribed as, "Magnolia Landing Developments, LLC" in paragraph five (5) and paragraph eight (8), section two (2); and

WHEREAS, the Mayor and Council for the City of Gautier have the authority to correct clerical errors through nunc pro tunc orders; and

BE IT THEREFORE ORDERED, that the name of the business in paragraph five (5) and paragraph eight (8), section two (2), shall be corrected to read "Magnolia Landing Investments, LLC."; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the correct, written title of business for this item is hereby approved, nunc pro tunc, and is fully set forth herein.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**RESOLUTION EXPRESSING INTENT TO GRANT
TAX EXEMPTION REQUEST FOR MAGNOLIA LANDING INVESTMENTS, LLC**

RESOLUTION NUMBER 195-2023

WHEREAS, Sections 17-21-5, 27-31-31, and 27-31-32 of the Mississippi Code of 1972 authorize the City of Gautier to establish the Central Business District (CBD) Tax Exemption Policy, and, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures, or improvements to or renovations of existing structures located in the designated districts of the municipality, for a period of not more than ten years from the date of completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is granted; and

WHEREAS, the City Council, on or about March 6, 2018, established a policy for the granting of such exemptions (attached hereto as “Exhibit A”); and

WHEREAS, pursuant to that policy, the City Council may, in its discretion, exempt up to 100% of municipal ad valorem taxes, excluding ad valorem taxes for school purposes, for a period of not more than seven (7) years for new structures, or any renovations of and improvements to, existing structures lying within the area designated as the Central Business District, but only in the event that such structure shall have been constructed, renovated, or improved pursuant to the requirements set forth in this Policy; and

WHEREAS, Magnolia Landing Investments, LLC, has now requested that the City Council approve a resolution expressing its intent to approve an exemption request for improvements on the property adjoining HWY 57 and C Byrd Rd. (as more fully identified in “Exhibit B”) in the Central Business District, which are expected to equal or exceed \$20,000,000.00 in value; and

WHEREAS, Magnolia Landing ~~Developments~~ Investments, LLC has provided preliminary plans to the City for a Class A Apartment Community, including the following improvements and/or amenities:

- 1) Private and secure gated access: Entry/Exit along Hwy 57 and Entry Exit along C Byrd Road
- 2) Luxury 1BR and 2BR apartments with 9’ ceilings, balconies, hardwood-style LVT flooring, 3cm-thick real granite countertops, large kitchen island and open-concept

living area, stainless steel GE Energy Star appliances, washer, dryer, walk-in closets and brushed nickel fixtures

- 3) ~10+ acres of undisturbed greenspace and wetlands for walking trails
- 4) 4,000+ square foot state-of-the-art clubhouse for residents
 - a) 24/7 private access with resident key fob
 - b) Sports/Movie Lounge entertaining area with surround sound system and streaming audio throughout
 - c) Business kiosk with computer and printer for tenants to use as needed
 - d) Game area with ping pong and poker table
 - e) Gym with weight machines, cardio equipment, big screen television, water bottle fill stations and locker/cubby area
 - f) Separate studio exercise room for free weight training or class led exercises
 - g) Leasing office and property manager office
 - h) Parcel delivery/pickup room
- 5) Resort-style pool and deck with open air veranda, dual sided fireplace big screen tv and audio
- 6) Dog and pet park, and dog sanitation stations along walking trails and sidewalks
- 7) Resort-style Pickleball and Basketball Court
- 8) 3 ponds on site we plan to stock for recreational fishing
- 9) Self-storage rentals available on site for exclusive resident rental
- 10) Beautifully designed landscaping that embodies Gautier's motto of "Nature's Playground"
- 11) Site lighting designed to give the community a resort-like atmosphere; and

WHEREAS, the plans are attached hereto as "Exhibit B" and the applicant is requesting an exemption of 100% of the increase in municipal taxes for a period of 7 years; and

WHEREAS, the improvement of said property is for the promotion of business and commerce in the designated Central Business District; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAUTIER AS FOLLOWS:

SECTION 1. All of the statements made in the foregoing preambles are incorporated herein and found to be factual.

SECTION 2. The request of Magnolia Landing ~~Developments~~ Investments, LLC for a resolution expressing the City's intent to grant the above-described tax exemption is hereby granted.

SECTION 3. Final approval of this exemption request will be contingent upon the successful completion of the project by the Applicant in accordance with the directives of the Planning Department of the City of Gautier and in strict conformance with the policy guidelines adopted by this Council on March 6, 2018.

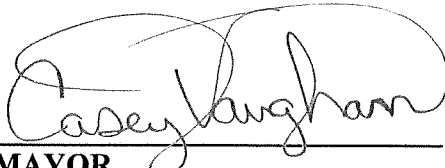
SECTION 4. Final approval of this abatement request shall not be granted under any circumstances until such time as all construction activity has been completed to the satisfaction of the Planning Department of the City of Gautier and a certificate of occupancy has been issued.

The motion to approve the foregoing resolution was made by **Councilman Gollott** and seconded by **Councilman Anderson**, and the following vote was recorded:

AYES: Casey Vaughan
Adam Colledge
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: None

ABSENT: Cameron George


MAYOR

ATTEST:


CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
April 4, 2023**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
