Hancock County Board of Supervisors

Regular Meeting Agenda

June 21, 2021 at 9:00 a.m.

Board Meeting Room

1. Call to Order

A. Pledge of Allegiance
B. Invocation

2. Roll Call

3. Amendments to the Agenda

A. Motion to accept the agenda.

4. Announcements

A. The next regular scheduled Board of Supervisor's meeting will be held at 9:00 a.m. on Tuesday, July 6, 2021.

B. Biweekly payroll for ending date June 5, 2021 with check date June 11, 2021 totaled $737,764.42.

C. Sealed Bids for the right to operate a Beach Vending site on the beaches of Hancock County, Mississippi, will be received by the Hancock County Board of Supervisors at 854 Highway 90, Suite A, Bay St. Louis, MS until 10:00 a.m. this morning, and shortly thereafter opened and read aloud.

D. Sealed Bids for Outfall No. 31 Box Culvert Connection will be received by the Hancock County Board of Supervisors at 854 Highway 90, Suite A, Bay St. Louis, MS until 11:00 a.m., this morning, and shortly thereafter opened and read aloud.

E. The Board of Supervisors will hold a Workshop on Thursday, July 24, 2021 at 3:30 p.m., regarding County Projects for Local Fiscal Recovery Funds.

F. #3D Mississippi Gallery Sculpture Exhibition opening night Soiree will be held on Saturday, June 26, 2021 at Studio Waveland & Gallery.

1. #3D Mississippi Gallery Sculpture Exhibition Opening Night Soiree.

G. The Smithsonian Institution's Crossroads: Changes in Rural America exhibit will open to the public on Saturday, July 3, 2021 at the Ground Zero Museum in Waveland.

1. The Smithsonian Traveling Exhibition, "Crossroads - Change in Rural America" begins on Saturday, July 3, 2021 at 1:00 p.m. through Friday, August 13, 2021 at 2:00 p.m., at the Ground Zero Museum in Waveland, Mississippi.

H. Bid Openings

1. Motion to spread on the Minutes, Proof of Publication for Hancock County Beach Vending Site.
2. Motion to open and take under advisement, bids received for Hancock County Beach Vending Site.
3. Motion to spread Proof of Publication for Outfall No. 31 Box Culvert Connection.
4. Motion to open and take under advisement Bids received for Outfall No. 31 Box Culvert Connection.

5. External Business Agenda

A. Port & Harbor Commission

1. Motion to Accept HCPHC's Resolution #20210524-02, Authorizing Execution of Lease Agreement with Tyonek for the RESTORE Hangar ($408,600 / 37 months).
2. Motion to accept Hancock County Port & Harbor Commission's Resolution# 20210614-01, 01 Authorizing Execution Of The Master Services Agreement With Neel Schaffer For Primary Professional Services On Railroad Construction Projects At Port Bienville Short Line.
3. Motion to accept the Hancock County Port & Harbor Commission's Resolution 20210614-03, approving the June 14, 2021 Docket.
4. Motion to accept Hancock County Port & Harbor Commission's Resolution 20210614-04, Authorizing Execution Of Contract Documents For Sap Accounting Software To Replace Great Plains, Visual Lease, Terrapin Consulting And Minute Trac As It Relates To Purchase Orders.
5. Motion to accept Hancock County Port & Harbor Commission's Resolution# 20210614-05, Authorizing Execution Of Engagement Letter With TMH For

Advisory Services To Support The Commission With Rates On New And Renewing Contracts.

6. Motion to accept Hancock County Port & Harbor Commission's Resolution 20210614-06, Authorizing Execution Of Task Order #3 To Neel-Schaffer, Inc., For Professional Services Associated With RR2102 – Crossing Improvements At A Cost Not To Exceed $59,900.
7. Motion to Accept HCPHC's Resolution# 20210614-08, Authorizing Execution Of Lease Agreement With Tyonek Services Group, LLC., For Constructing A Sunshade Structure To Support Retention And Expansion Of Maintenance Repair And Overhaul Operations Of United States Government Aircraft At Stennis International Airport.
8. Motion to accept the Hancock County Port & Harbor Commissions Resolution# 20210614-10, Authorizing Execution Of An Airport Joint Use Agreement With The United States Of America For A Two-Year (2) Term Beginning October 1, 2021, Through September 30, 2023, For Substantial Use Of Stennis International Airport In An Annual Amount Of $582,588.60.
9. Motion to Accept Hancock County Port & Harbor Commission Resolution# 20210614-12, Dak Americas Mississippi Inc., Exercising Option To Purchase 488 Acre Site Pursuant To Pearl River Project Lease For An Amount Of $1,000.
10. Motion to accept the Hancock County Port & Harbor Commission's Resolution# 20210614-02, Authorizing Execution Of Task Order #2 For Preliminary Engineering Including Survey, Geotech, Environmental permitting And 30% Design With Neel Schaffer, Inc., For An Amount Not To Exceed $124,000.

B. GRPC - Jeff Loftus

1. Motion to approve and authorize Board President to sign 2023 Tidelands Applications-McLeod Park Bulkhead Improvements, Diamondhead Paradise Bayou Dredging, and Bayou Caddy Marina Repairs and Seafood Market Feasibility Study.
2. Motion to approve and authorize Board President to sign Tidelands' Payment Request 2 for FY20 McLeod Park RV Expansion.
3. Motion to approve and authorize Board President to sign Tidelands' Payment Request 1 for FY21 Bayou Caddy Expansion and repairs.

6. Departmental Agendas

A. Emergency Management Agency

1. Motion to appoint Alisha Stanton as Dispatch Coordinator with a salary of $50,000 per year, effective June 21, 2021, with a probationary period of 90 days, and then an additional increase will be considered.
2. Motion to accept the resignation of Shantale Cuevas Bellew as dispatcher, effective June 12, 2021.

3. Motion to approve Brittany Castiglia to attend the NECI Dispatcher Training Certification Course in Gulfport from July 19 - 23, 2021, at the cost of $395 for tuition.
4. Motion to approve Brian Adam & John Albert Evans to attend the 2021 MCDEMA Board Retreat in Choctaw, Mississippi on July 12-14, 2021, at no cost to the County.

B. Animal Shelter

1. Discussion regarding Pet Scanners and the City of Diamondhead.

C. Justice Court

1. Motion to remove Debrah Carver from payroll of the County Prosecutor's Office as Secretary, due to her resignation, effective June 30, 2021.

D. IT Department

E. Purchasing

1. Motion to approve the purchase and authorize the budget amendment for 35 tasers and accessories (battery packs, holsters, cartridges). Total price is $114,712.50 from Axon Enterprise, Inc. (This is a sole source purchase)

F. Planning and Zoning

1. Motion to approve the Planning Commission Meeting Minutes held on June 3, 2021.
2. Motion to refund Building Permit Fee of $768.00 to Jersecat Inc., decided not to construct the house.

G. Parks & Recreation

1. Motion to Rescind Motion Number 8249 from the June 7, 2021 Meeting to approve hiring Jon Fricke part time for McLeod Park.
2. Motion to Rescind Motion Number 8248 from the June 7, 2021 Meeting to approve hiring Scott Shaw full time for McLeod Park.
3. Motion to approve removing Susan Brewer from McLeod Park payroll, effective June 7, 2021, due to her resignation.
4. Motion to approve removing Kim Northrop from Recreation payroll, effective June 15, 2021, due to his resignation.
5. Motion to approve removing Blade Neff from McLeod Park payroll, effective June 7, 2021, due to his resignation.
6. Motion to approve hiring Maci Ladner part time for McLeod Park Clerical Department, at a rate of pay of $10.50 per hour, with an increase to $11.00 per hour after 90 days. Effective June 21, 2021, pending successful physical and drug screen.

7. Motion to approve hiring Kristopher Hoffman part time for McLeod Park, at a rate of pay of $10.50 per hour, with an increase to $11.00 per hour after 90 days. Effective June 21, 2021, pending successful physical and drug screen.
8. Motion to approve hiring Cody Henley at McLeod Park for full time position, at the rate of pay of $10.50 per hour, with an increase in pay to $11.00 per hour after 90 days, contingent upon successful physical and drug screen, effective Monday, June 21, 2021.

H. Inventory Clerk

I. Comptroller

1. Motion to approve the Docket of Claims for June 21, 2021 in the amount of $156,639.28.

J. Board Secretary

1. Motion to approve Regular Meeting Minutes of Monday June 7th, 2021

7. Elected/Appointed Agendas

A. Sheriff's Office

1. Motion to spread on the Minutes, the following Personnel Changes:
   a. Implement the following pay adjustments, effective June 20, 2021 (All pay changes are budgeted) • Colin Ladner $16.20 per hour; • Leroy Cospelich $16.20 per hour; • Bryce Walker to Sergeant pay $16.94 per hour; • Jordan Lee to Sergeant pay $16.94 per hour; • Kira Murray $14.63 per hour; • Anthony Michael to Investigators pay $19.14 per hour; and • Christopher Sholar to Lieutenant pay $17.48 per hour. b. Remove Shannon Mandigo from payroll, effective June 21, 2021. c. Add Sterling Holliman to payroll as full time Correction Officer, rate of pay $13.67 per hour, effective June 21, 2021.
2. Motion to approve the following to be removed from inventory and moved to the Long Beach Auction: • Boat Trailer 19 Foot, VIN# 1M5BM19187E24160, Asset 7431, Decal 20170051; • Boat Motor Evinrude, VIN# G05188260, Asset 7432, Decal 20170052; and • Boat 19' Carolina Skiff, VIN# SKHOK342A707, Asset 7433, Decal 20170053.
3. Motion to approve the retiring and removal from inventory, and given to their handlers, the following K9's due to their age and recommendation of the veterinarian: • K9 Nero, and • K9 Loco.
4. Motion to approve Lane Vestal to go to US K9 Unlimited Handler course and the purchase of a K9 dog. The class is in Kaplan, LA for a 5 week training. He will be there from August 02 - September 06, 2021 but will be traveling home on weekends. He will also need a check for advancement pay for food $41.00 daily. This will require a budget amendment and for the Board to authorize the amendment.
5. Motion to approve and authorize Board President to sign the renewal contract with Securus Technologies.

6. Motion to approve and authorize Board President to sign the 154AL FY21 Sub-Grantee Budget Modification.

B. Tax Assessor

C. Circuit Clerk

D. County Court

E. Chancery Clerk

F. Youth Court/Youth Drug Court

1. Motion to spread on the Minutes the fully executed Youth Court Drug Treatment Services Agreement by and between the Hancock County Board of Supervisors and The Administrators of the Tulane Educational Fund, on behalf of Tulane University School of Medicine.

G. County Engineer

1. Motion to approve and authorize Board President to sign Close-Out Documents related to T.S. Cristobal Repairs to Washington Street Outfall.
2. Motion to Approve Letter of Recommendation for Replacement of Bridge No. 48 Bogue Houma Bayou to SCI, Inc., in the amount of $573,957.60.
3. Motion to Approve Letter of Recommendation for Replacement of Bridge No. SA23-002 on Anner Necaise Road to Ellis Dozer Service, LLC in the amount of $561,634.86.

H. Road Manager

1. Motion to approve the hiring of Robert Caldwell as a part time custodian in Buildings & Grounds, not to exceed 19 1/2 hours per week, at a rate of pay of $10.00 per hour, effective upon successful completion of physical and drug test.

I. Grant Administrator

1. Motion to approve payment to 3M Company for Invoice No. 9411491069, in the amount of $178.12 for the ERBRF Caesar Necaise Bridge Replacement Project.
2. Motion to spread on the Minutes, the FEMA Zeta Project Obligation in the amount of $745,641.88 for county-wide Debris Removal.

J. County Administrator

1. Motion to spread on the Minutes, Proclamation of Existence of a Local Emergency (by the Hancock County Board of Supervisors).

2. Motion to spread on the Minutes, the Public Notice for Workshop regarding County Projects for Local Fiscal Recovery Funds.
3. Motion to approve construction of a basketball court at the Leetown Playground in the amount of $15,057.98, to be paid from Board Capital, and spread all quotes on the Minutes.
4. Motion to award the Request for Qualifications to _____ in regard to the Three FEMA/FEMA and Tidelands Projects, based upon the Selection Committee Rating Sheets, and spread the Rating Sheets on the Minutes.
5. Motion to award the Rotten Bayou Road Stormwater Project to _____, based upon the Selection Committee Rating Sheets, and spread the Rating Sheets on the Minutes.
6. Motion to award the Road 374 Stormwater Project to _____, based upon the Selection Committee Rating Sheets, and spread the Rating Sheets on the Minutes.
7. Discussion regarding financing of major capital expenditures.
8. Discussion regarding replacement for Fuelman.

K. County Attorney

1. Motion to spread on the Minutes, County Attorney's approval of the Board Action from the June 7, 2021 Meeting for the SMPDD Twin Districts Workforce Development Area Work Experience Worksite Agreement.
2. Discussion regarding Memorandum of Understanding between Hancock County Board of Supervisors and the Bay-Waveland School District regarding playground equipment purchased from Pelican Playgrounds, LLC in the amount of $33,505.00 for Waveland Elementary School.
3. Discussion regarding re-advertisement for Improvements to McLeod Park.
4. Discussion regarding adding Home Run Alley to the County Road Registry.
5. Discussion regarding Ridge Point Consultants required documentation to acquire rights-of-way for county construction projects, and price.

8. Supervisors Items

A. District 1

B. District 2

C. District 3

D. District 4

1. Motion to approve Resolution of the Hancock County Board of Supervisors ("Hancock County") in support of the Regional Tourism Effort "Coastal Mississippi", it's Chief Executive Officer Milton Segarra and Staff.

E. District 5

1. Discussion regarding using Board Capital for RV Parking at the Hancock County Arena.

9. Public Comments

10. Executive Session

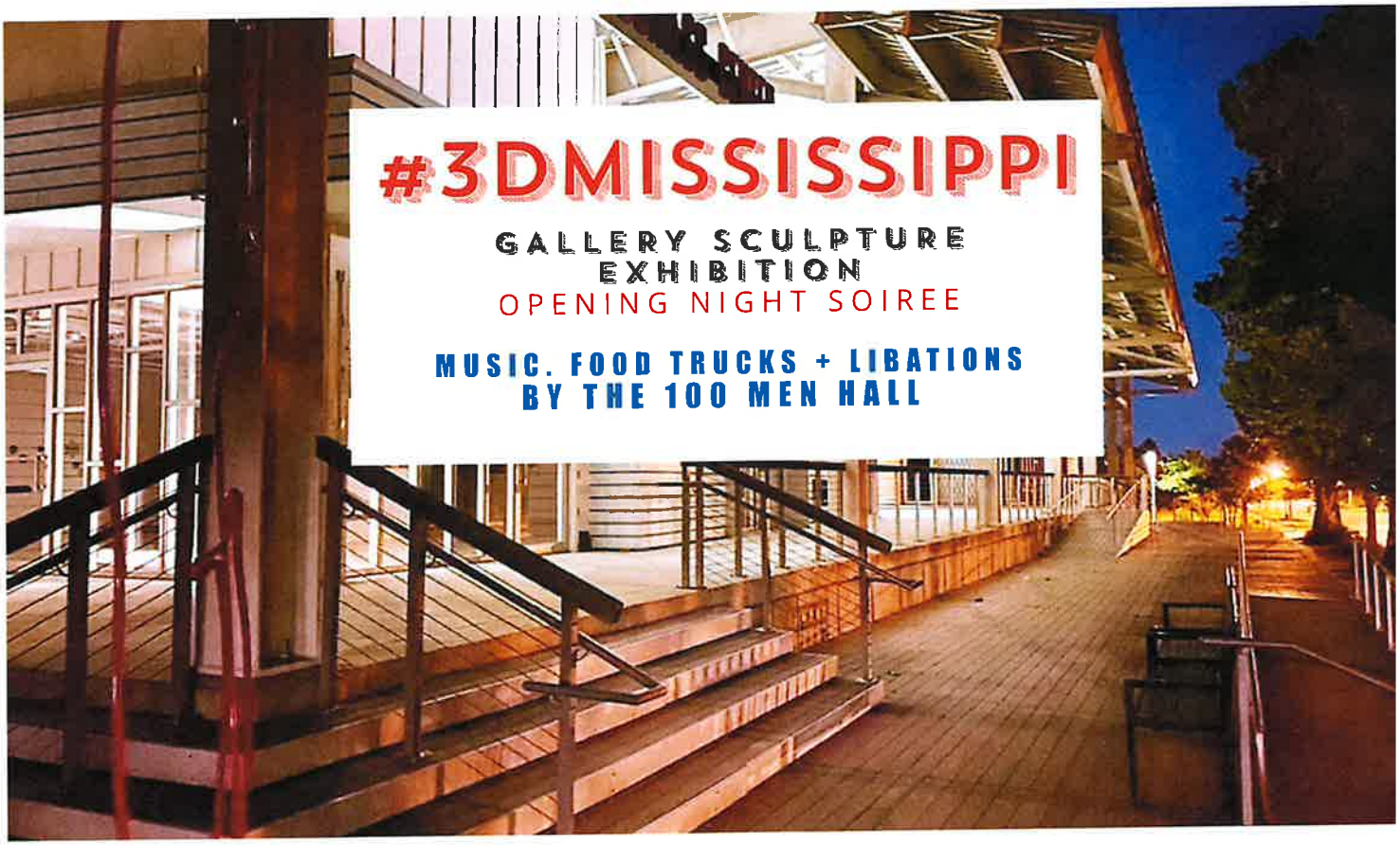
11. Adjourn/Recess

1. Motion to adjourn the meeting at _____.

12. Minutes Approval

Studio Waveland + Gallery

SAVE THE DATE - JUNE 26th



Contact Us

Attachment: 20210621 - Studio Waveland #3D Mississippi Opening Night Soiree (8347 : #3D Mississippi Gallery Sculpture Exhibition Opening

Studio Waveland + Gallery

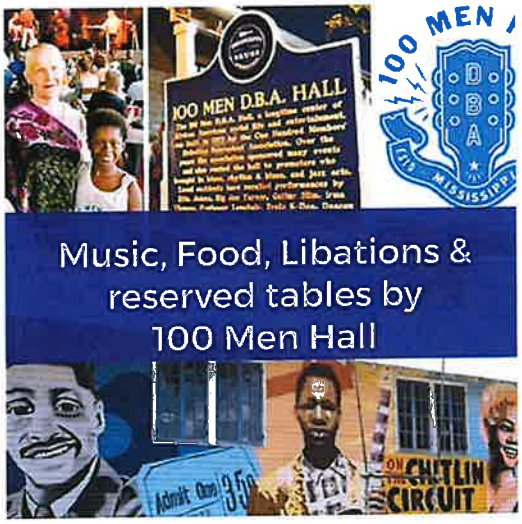
What has more than 50 sculptures, 2 bands, 2 food trucks and a setting like no other?

Studio Waveland + Gallery is the place to be **June 26** when it kicks off its largest to exhibition to date — **#3DMISSISSIPPI** — at an opening night soirée under the stars, nestled amongst sculptures created by renowned artists.

Who are the who's who – in addition to YOU?

This is a **one-of-a-kind sculpture** exhibition located in and outside of Studio Waveland + Gallery,organized by artists Erica Larkin Gaudet, Mitchell Gaudet, and Earl Dismuke,to showcase and celebrate the diversity of sculpture created by this
incredible list of artists.
The exhibition has a diverse selection of sculptures which range from maquette studies, large-scale installations, wall pieces, and small objects which are all created from various materials.

100 Men Hall



Attachment: 20210621 - Studio Waveland #3D Mississippi Opening Night Soiree (8347 : #3D Mississippi Gallery Sculpture Exhibition Opening

Studio Waveland + Gallery

Click to Purchase

Cool Purple:
Reserved half table for (4) guests at a shared table.
$25 per person x 4 = $100 Reservation Total
Click to purchase

Hot Orange:
Reserved table for (8) guests
$25 per person x 8= $200 Reservation Total
Click to purchase

Intense Red:
Reserved table for (6) guests
Bottle of Chateau St. Michelle Merlot, and bottle of Avia Pinot Grigio, Church Fans, Ice bucket with ice and tongs,(6) Wine Glasses, Bottle opener,
Table Cloth, (6) church fans, (6) chilled cans of RainWater;
Studio Inferno cast glass necklace,
$75 per person x 6= $450 Reservation Total
Click to purchase

Brilliant Gold:
Reserved table for (6) guests
This very special table comes with a bottle of Billecart-Salmon Brut Reserve and a bottle of Willamette Valley Vineyards Whole Cluster Pinot Noir;
(6) Church Fans, Table Cloth, Ice bucket with ice and tongs, (6) Wine glasses,
Bottle opener, (6) chilled cans of Rainwater,
ONE exclusive small sculpture by either Mitchell Gaudet, Erica Larkin Gaudet, or Earl Dismuke for the table purchaser,
(6) Studio Inferno small cast glass necklace, (6) Ann Dinwiddie Madden "Uniquely Mississippi Portrait" tickets during the event.
$150 per person x 6 = $900 reservation total.
Click for purchase

Reserve your table now!

Art patrons and art lovers will enjoy a night of art, music, food and libations – purchase here.

Contact Us

Attachment: 20210621 - Studio Waveland #3D Mississippi Opening Night Soiree (8347 : #3D Mississippi Gallery Sculpture Exhibition Opening

Studio Waveland
+
Gallery

Jan Auleta
John Barnes
Babette Beaullieu
Raine Bedsole
David Borgerding
H. Grace Boyle
Mary Ann Breen
Jeffie Brewer
Marcus Brown
Hernan Caro
Tara Conley
Anita Cooke
Stephen Paul Day
Earl Dismuke
Coulter Fussell
Erica Larkin Gaudet
Mitchell Gaudet
Ryan Gianelloni
Jim Grice
Mark Grote
Sally Heller
Ana Hernandez
Jordan Ivanov
Christina Juran
Mia Kaplan
Ray Katz
Lawson King
Gene Koss
Kristina Larson
Jorge Lovato
Steve Martin
Ulrika Matthiessen
Martin Needom
Walter Neill
Larry Daniel Nevil
Gary Oaks
Jennifer Odem
Sibylle Peretti
Martin Payton
Alex Podesta
Bradley Sabin
Robert Tannen
Emery Kate Tillman
George Tobolowsky

Contact Us

Attachment: 20210621 - Studio Waveland #3D Mississippi Opening Night Soiree (8347 : #3D Mississippi Gallery Sculpture Exhibition Opening

Attachment: 20210621 - Studio Waveland #3D Mississippi Opening Night Soiree (8347 : #3D Mississippi Gallery Sculpture Exhibition Opening

Studio Waveland + Gallery

Portraits during the evenin
$10

Ann Madden

Muevelo!: What started as a one-time performance of a tribute to Celia Cruz has now become New Orleans' newest Latin music sensation, Muevelo!, which means "Move It" in Spanish. Lead singer Margie Perez and saxophonist Brent Rose lead a talented ensemble of musicians and vocalists that takes you on a musical journey to Cuba.

The Evolution Band: New Orleans own Ronald Reggae and The Evolution Band have performed the Gulf Coast and New Orleans spreading soulful reggae vibes wherever they play.

The Smoking Oyster: Chef Chris Hayes is a Food Network star. After obtaining his culinary degree, Hayes worked at various restaurants and casinos, before relocating to New Orleans. Earlier this year, Hayes was named the winning contestant on Food Network's Cooks vs. Cons. His recipes are featured in Louisiana Cooking Magazine and Road Tours Magazine. Learn more at: thesmokingoyster.com;

Michele Lee's Wholesome Eats: A career banker turned restaurant/food truck owner, Michele has had a passion for food since she was a little girl cooking savory meals in the kitchen with her mom. Lee will be serving up all-natural goodness from her truck for the event.

Ann Dinwiddie Madden:
To add even more excitement to the evening, well-known photographer, **Ann Dinwiddie Madden**
will be offering Uniquely Mississippi Portraits for $10

The 100 Men Hall is an age-old organization that preserves culture, interprets history and gathers the community in Bay Saint Louis, Mississippi. Through live music events, innovative programs, and artistic expression, the 100 Men Hall seeks to make this African American landmark accessible to visitors of all ages. At the 100 Men Hall, we are committed to the preservation of the distinct culture found within the community of this geographical area.

THANK YOU!!!!

Contact Us

WAVELAND'S GROUND ZERO HURRICANE MUSEUM

"Crossroads: Change in Rural America"

Sat, Jul 3, 2021, 1:00 PM – Fri, Aug 13, 2021, 2:00 PM
Waveland Ground Zero Museum (map)

The Smithsonian's Museum on Main Street, in cooperation with Mississippi Humanities Council, presents "Crossroads: Change in Rural America." The exhibition examining the evolving landscape of rural America opens at the Waveland Ground Zero Hurricane Museum on July 3, 2021 through August 14, 2021.

Waveland has been expressly chosen by the Mississippi Humanities Council to host "Crossroads" as part of the Museum on Main Street program – a national/state/local partnership to bring exhibitions and programs to rural cultural organizations. The exhibition is part of Museum on Main Street, a unique collaboration between the Smithsonian Institution Traveling Exhibition Service (SITES), state humanities councils across the nation, and local host institutions. The exhibition will tour 6 communities in Mississippi and Waveland is the only host site on the Coast.

"Crossroads" explores how rural American communities changed in the 20 th century. This national exhibit allows us to reflect on Waveland and all of Hancock County's history, present and future and we are excited to explore what the future may hold for our community," said Bernie Cullen, Museum Board Chair and Project Director.

Attachment: 20210621 - Crossroads - Change in Rural America Exhibit (8348 : The Smithsonian Traveling Exhibition at the Waveland Ground

The Sea Coast Echo

POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

PERSONALLY appeared before me the undersigned authority in and for said County and State, MICHAEL SCHUVER, vice president of THE SEA COAST ECHO, a newspaper published in the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 2 weeks to-wit:

On the 26th day of May 2021

On the 2nd day of June 2021

On the _____ day of _____ 2021

On the _____ day of _____ 2021

Vice President

Sworn to and subscribed before me A NOTARY PUBLIC

This 2nd day of June 2021

STATE OF MISSISSIPPI
NATHAN SCHUVER
NOTARY PUBLIC
ID No. 198965
Commission Expires
April 16, 2024
HARRISON COUNTY

Advertisement for Bids
Hancock County Beach Vending
Sealed bids for the right to operate a Beach Vending site on the beaches of Hancock County, Mississippi will be received by the Hancock County Board of Supervisors at the Board Office located at 854 Highway 90, Suite A, Bay St. Louis, Ms. 39520, until 10:00 AM, local time, on June 21, 2021, and then at said location publicly opened and read aloud. This advertisement is for all beach vending sites.
Bid documents, rules and regulations, and locations may be examined at the following location:

Hancock County Building & Zoning Department
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Copies may be obtained at the office of the Hancock County Building & Zoning Department, upon the nonrefundable payment of $10.00 per set. The Owner reserves the right to waive any formalities or to reject any and all bids. All bids must be on file with the Secretary of the Board of Supervisors prior to opening time as stated above. All bids shall be sealed and clearly marked on the outside of the envelope as indicated, "Hancock County Beach Vending" and the site for which it is submitted. Envelopes not so marked are submitted at the risk of the prospective Vendor. The County is NOT responsible for bids received in the mail after the designated opening time, and those will not be considered. Each bidder must deposit his bid security in the amount, form and subject to the conditions provided in the bid documents. By submitting its bid, bidders waive the right to seek damages from the County for rejection or the County's choice to not accept that bid.
No bidder may withdraw his bid within sixty (60) days after actual date of opening thereof.
Published by order of the Hancock County Board of Supervisors, this the 17th day of May, 2021.
HANCOCK COUNTY BOARD OF SUPERVISORS
By: Scotty Adam, President
05/26/21, 06/02/21

Attachment: 20210621 - Proof of Publication for Beach Vending Site (8216 : Spread Proof of Publication for Hancock County Beach Vending

General

Order ID: 1171
Export ID:
Status: approved
Price: 73.40
Order date: May 24, 2021 01:12 PM
Transcation ID:
Payment handler:
Category: 990 Notices; 997 Public Notices
Package: Legal Advertising
Package type: hybrid
IP Address: 23.123.10.55

Contact

Hancock County Board of Supervisors
854 Highway 90 Suite A
Bay St. Louis, MS 39520
228-467-0172
Valerie.Fitts@co.hancock.ms.us

Schedule

May 2021

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Ad text

Advertisement for Bids Hancock County Beach Vending Sealed bids for the right to operate a Beach Vending site on the beaches of Hancock County, Mississippi will be received by the Hancock County Board of Supervisors at the Board Office located at 854 Highway 90, Suite A, Bay St. Louis, Ms. 39520, until 10:00 AM, local time, on June 21, 2021, and then at said location publicly opened and read aloud. This advertisement is for all beach vending sites. Bid documents, rules and regulations, and locations may be examined at the following location: Hancock County Building & Zoning Department 854 Highway 90, Suite A Bay St. Louis, MS 39520 Copies may be obtained at the office of the Hancock County Building & Zoning Department, upon the nonrefundable payment of $10.00 per set. The Owner reserves the right to waive any formalities or to reject any and all bids. All bids must be on file with the Secretary of the Board of Supervisors prior to opening time as stated above. All bids shall be sealed and clearly marked on the outside of the envelope as indicated, "Hancock County Beach Vending"and the site for which it is submitted. Envelopes not so marked are submitted at the risk of the prospective Vendor. The County is NOT responsible for bids received in the mail after the designated opening time, and those will not be considered. Each bidder must deposit his bid security in the amount, form and subject to the conditions provided in the bid documents. By submitting its bid, bidders waive the right to seek damages from the County for rejection or the County's choice to not accept that bid. No bidder may withdraw his bid within sixty (60) days after actual date of opening thereof. Published by order of the Hancock County Board of Supervisors, this the 17th day of May, 2021. HANCOCK COUNTY BOARD OF SUPERVISORS By: Scotty Adam, President 05/26/21, 06/02/21

Fields

Ad text

Advertisement for Bids Hancock County Beach Vending Sealed bids for the right to

Attachment: 20210621 - Proof of Publication for Beach Vending Site (8216 : Spread Proof of Publication for Hancock County Beach Vending

The Sea Coast Echo

POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

PERSONALLY appeared before me the undersigned authority in and for said County and State, MICHAEL SCHUVER, vice president of THE SEA COAST ECHO, a newspaper published in the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 2 weeks to-wit:

On the 19th day of May 2021

On the 26th day of May 2021

On the _____ day of _____ 2021

On the _____ day of _____ 2021

Vice President

Sworn to and subscribed before me A NOTARY PUBLIC

This 26th day of May 2021

STATE OF MISSISSIPPI
NATHAN SCHUVER
NOTARY PUBLIC
ID No. 198965
Commission Expires
April 16, 2024
HARRISON COUNTY

SECTION 00090
ADVERTISEMENT FOR BIDS
NOTICE: Bidders
Sealed Bids will be received by the HANCOCK COUNTY BOARD OF SUPERVISORS at 854 HIGHWAY 90, BAY ST. LOUIS, MS 39520 until 11:00 A.M., on June 21, 2021, and shortly thereafter opened and read for:
OUTFALL NO. 31 BOX CULVERT CONNECTION
The project will connect an existing 4x4 box culvert north of Beach Blvd and east of Sears Avenue to an existing 12x4 box culvert under Beach Blvd. Connection will be made using a poured in place concrete and steel box structure with associated stone bedding and fill.
Project Manuals may be examined at the HANCOCK COUNTY BOARD OF SUPERVISORS, 854 HIGHWAY 90, BAY ST. LOUIS, MS, at the office of the Design Engineer, Compton Engineering, Inc., 3036 Longfellow Drive in Bay St. Louis, or online at www.comptonengineeringplans.com. The bid documents are being made available online via original paper copy or compact disc upon payment $125.00 per paper copy and $50.00 per compact disc. The drawings bound in the bid documents are photographic reductions of the original tracings. Cost includes shipping and handling for each set. The bid documents are non-refundable and must be purchased through the website. Returned of documents are not required.
All plan holders are required to have a valid email address for online registration. For information regarding website registration and online orders please contact Plan House Printing at 662-407-0193. For information regarding this project, contact Compton Engineering's office at 228-467-2770 in Bay St. Louis, Mississippi. Sealed paper bids may be submitted to the Hancock County Board of Supervisors at 854 HWY 90, Bay St. Louis, MS.
Electronic bids can be submitted at www.comptonengineeringplans.com. For any questions relating to the electronic bidding process, please call Plan House Printing at 662-407-0193.
The right is reserved by the Owner to reject any or all bids, to waive any informalities, and to award the Contract to serve the best interest of Owner.
HANCOCK COUNTY BOARD OF SUPERVISORS
By: Scotty Adam, President
Date:
05/19/21, 05/26/21

Attachment: 20210621 - Proof of Publication - Outfall No. 31 Box Culvert Connection (8334 : Spread Proof of Publication for Outfall No. 31 Box

General

Order ID: 1162
Export ID:
Status: approved
Price: 75.82
Order date: May 17, 2021 05:31 PM
Transcation ID:
Payment handler:
Category: 990 Notices; 997 Public Notices
Package: Legal Advertising
Package type: hybrid
IP Address: 23.123.10.55

Contact

Hancock County Board of Supervisors
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Schedule

May 2021

Su	Mo	Tu	We	Th	Fr	Sa
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
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30	31					

June 2021

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27	28	29	30			

Ad text

SECTION 00090 ADVERTISEMENT FOR BIDS NOTICE: Bidders Sealed Bids will be received by the HANCOCK COUNTY BOARD OF SUPERVISORS at 854 HIGHWAY 90, BAY ST. LOUIS, MS 39520 until 11:00 A.M., on June 21, 2021, and shortly thereafter opened and read for: OUTFALL NO. 31 BOX CULVERT CONNECTION The project will connect an existing 4x4 box culvert north of Beach Blvd and east of Sears Avenue to an existing 12x4 box culvert under Beach Blvd. Connection will be made using a poured in place concrete and steel box structure with associated stone bedding and fill. Project Manuals may be examined at the HANCOCK COUNTY BOARD OF SUPERVISORS, 854 HIGHWAY 90, BAY ST. LOUIS, MS, at the office of the Design Engineer, Compton Engineering, Inc., 3036 Longfellow Drive in Bay St. Louis, or online at www.comptonengineeringplans.com. The bid documents are being made available online via original paper copy or compact disc upon payment $125.00 per paper copy and $50.00 per compact disc. The drawings bound in the bid documents are photographic reductions of the original tracings. Cost includes shipping and handling for each set. The bid documents are non-refundable and must be purchased through the website. Returned of documents are not required. All plan holders are required to have a valid email address for online registration. For information regarding website registration and online orders please contact Plan House Printing at 662-407-0193. For information regarding this project, contact Compton Engineering's office at 228-467-2770 in Bay St. Louis, Mississippi. Sealed paper bids may be submitted to the Hancock County Board of Supervisors at 854 HWY 90, Bay St. Louis, MS. Electronic bids can be submitted at www.comptonengineeringplans.com. For any questions relating to the electronic bidding process, please call Plan House Printing at 662-407-0193. The right is reserved by the Owner to reject any or all bids, to waive any informalities, and to award the Contract to serve the best interest of Owner.

Attachment: 20210621 - Proof of Publication - Outfall No. 31 Box Culvert Connection (8334 : Spread Proof of Publication for Outfall No. 31 Box

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	May 24, 2021
To:	Port & Harbor Commission
From:	Bridgette Jones, Executive Secretary
Subject:	RESOLUTION# 20210524-02
	AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP INC. FOR THE RESTORE HANGAR AT STENNIS INTERNATIONAL AIRPORT

Licensee - Tyonek Services Group, Inc.

Space - Restore Hangar - 22,700 SF

Term - Three (3) Years one month, with one three (3) year option to renew

Base Rent - $ 408,600/ year

ATTACHED:
TYONEK RESTORE Hangar May 2021

Attachment: Resolution #20210524-02 Authorizing Execution of Lease Agreement with Tyonek for the RESTORE Hangar May 2021 (8236 :

Attachment: Resolution #20210524-02 Authorizing Execution of Lease Agreement with Tyonek for the RESTORE Hangar May 2021 (8236 :

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210524-02

AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP INC. FOR THE RESTORE HANGAR AT STENNIS INTERNATIONAL AIRPORT

WHEREAS, it comes for consideration the desire of the Hancock County Port & Harbor Commission ("Commission") to enter into a Lease Agreement with Tyonek Services Group, Inc., (Tyonek) for 22,700 SF of the RESTORE Hangar in Stennis International Airport located at 7195 Stennis Airport Drive, Kiln, MS 39556;

WHEREAS, Tyonek, will use the leased facilities for business retention and expansion of maintenance, repair and overhaul services of United States Government Aircraft by expanding their leased hangar capacity at Stennis International Airport;

WHEREAS, the Lease Agreement shall be for a term of three (3) years and one month effective July 1st, 2021, and continuing through July 31st, 2024, at an Annual rent of $408,000. This resolution shall be part of the lease agreement to clarify the discrepancy of the three-year period. The period shall be three years and one month, not three years as stated in the lease;

WHEREAS, Tyonek, shall have the option to renew the lease for one three (3) year term on the terms and conditions set forth in the lease agreement with Lessor's written consent;

WHEREAS, the total amount of rent paid by Tyonek through the initial term will be $1,225,800;

WHEREAS, entering into the proposed Lease Agreement is in the best interest of the Commission;

NOW THEREFORE, BE IT RESOLVED, the Hancock County Port & Harbor Commission hereby accepts and authorizes the Chief Executive Officer of the Hancock County Port & Harbor Commission to execute the Lease Agreement and any and all documents that

ATTACHED:
TYONEK RESTORE Hangar May 2021

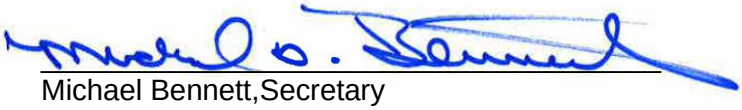
may be necessary with Tyonek Services Group, Inc. for a lease term of July 1st, 2021, through July 31st, 2024, for approximately 22,700 SF for an annual total revenue of $408,600;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

RESULT:	**CARRIED AS AMENDED [UNANIMOUS]**
MOVER:	Michael Bennett, Secretary
SECONDER:	Aline Ward, Commissioner
AYES:	Swanson, Ward, Holman, Jordan, Bennett, Necaise
ABSENT:	Michael Casano, Robert Martin

Derek Necaise, President

ATTEST:



Michael Bennett,Secretary

ATTACHED:
TYONEK RESTORE Hangar May 2021

Attachment: Resolution #20210524-02 Authorizing Execution of Lease Agreement with Tyonek for the RESTORE Hangar May 2021 (8236 :

LEASE AGREEMENT
Stennis International Airpark

LEASE SUMMARY

Jobs:	_____
Average Wage:	_____
Investment:	_____
Annual Lease Revenue:	$408,600
Lessor:	Hancock County Port & Harbor Commission 14054 Fred & Al Key Road Kiln, MS 39556
Lessee:	Tyonek Services Group, Inc. 229 Palmer Road Madison, AL 35758
Square Footage:	Hangar 22,700 SF
Premises Description:	**7195 Stennis Airport Drive** **Kiln, MS 39556**
Primary Term:	The term of the Lease ("Lease Term") is three (3) years, beginning on July 1st , 2021 and ending on July 31st, 2024. **There is one three (3) year option to renew on the terms and conditions set forth below with Lessor's written consent.**
Annual Base Rent:	**$408,600**
Pass throughs:	**None**
Security Deposit:	**$34,050**

Attachment: Resolution #20210524-02 Authorizing Execution of Lease Agreement with Tyonek for the RESTORE Hangar May 2021 (8236 :

*****THIS LEASE SUMMARY IS FOR CONVENIENCE ONLY AND NOT A BINDING AGREEMENT AND DOES NOT MODIFY OR CHANGE OR OTHERWISE AFFECT ANY TERMS OF THE ACTUAL LEASE*****

Attachment: Resolution #20210524-02 Authorizing Execution of Lease Agreement with Tyonek for the RESTORE Hangar May 2021 (8236 :

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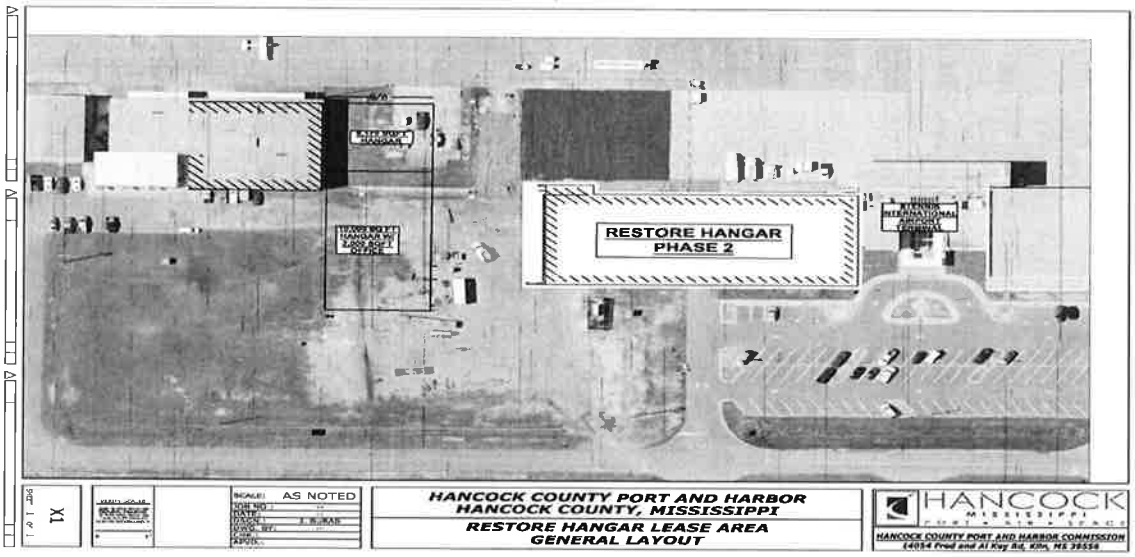
Exhibit "A" – Lease Area Description



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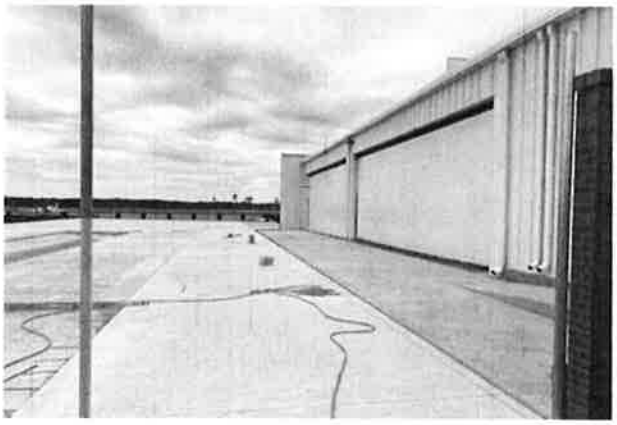

1) All areas in green (inside the brick wall) can be used exclusively by Tyonek; parking of vehicles or equipment shall be temporary in nature to the best extent possible and not be parked within five feet of any perimeter fence or wall.
2) All areas in yellow (outside of the half interior brick wall to the Corporate Hangar) are non-exclusive and include both the pedestrian and vehicle gates (not depicted) as a right of ingress/egress for airport customers and shall remain free of Foreign Object Debris (FOD) and accessible at all times by aircraft, aircraft tugs or service vehicle operators, airport or emergency vehicles, and other approved operators either under proper escort or with appropriate access. *(The reason for this is largely because these gate(s) will serve as the primary gates to the AOA).*
3) Aircraft operators shall utilize low power when maneuvering in the yellow area and operate under tow when possible.
4) No exclusive use of any parking lot or other public facilities maintained by us except for the area in green above.

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LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered into between Hancock County Port & Harbor Commission ("Lessor"), and Tyonek Services Group, Inc. ("Lessee").

Article I. Premises

Section 1.01 **Leased Premises**. Lessor demises and leases to Lessee, and Lessee leases from Lessor, approximately 22,700 SF of Hangar Space and located at 7195 Stennis Airport Drive, Kiln, Mississippi, 39556 at Stennis International Airport together with the green parking area as shown in Exhibit "A", attached hereto and incorporated by reference (the "Premises"). Lessor represents that the Premises shall be constructed and delivered to Lessee in compliance with the applicable local building codes and required specifications: (i) As required by local and state authorities; and (ii) NFPA 409 standards.

Article II. Term

Section 2.01 **Term of Lease**. The term of the Lease ("Lease Term") is three (3) years, beginning on July 1st, 2021 and ending on July 31st, 2024.

Section 2.02 **Options To Extend.** Lessee may extend the Lease, with Lessor's written consent for an additional three (3) year period by providing written notice of its intent to renew at least one hundred eighty (180) days prior to the end of the primary term.

Section 2.03 **Holdover.** If Lessee holds over and continues in possession of the Premises after the Lease Term expires, Lessee will be considered to be occupying the Premises on a month-to-month tenancy, subject to all the terms of this Lease, at double the monthly rate in effect when the Lease Term (or any extension) expired. Nothing in this section shall be interpreted as providing Lessee the right to holdover and if Lessee fails to vacate the Premises within ten days of a written request by Lessor, Lessee will be responsible for any legal fees incurred by Lessor in connection with Lessee's continued tenancy or termination thereof. Licensee shall not be authorized to conduct any commercial activities from or about the Designated Area while holding over without the consent of the Commission.

Section 2.04 **Right to Terminate Lease.** Notwithstanding anything herein to the contrary, the Lessee shall have the option, in the Lessee's sole and absolute discretion, to terminate this Lease during the original term and any option term, with at least one hundred and twenty 120 days prior written notice to Lessor.

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Article III. Rent/Security Deposit

Section 3.01 **Base Rent.** Lessee agrees to pay Lessor the annual rent, payable in monthly installments in advance on the first day of each month pursuant to the following schedule:

Lease Year	Monthly Installment	Annual
(July 1st, 2021 through July 31st, 2024)	$ 34,050	$ 408,600

In the event Lessee elects to extend the Lease pursuant to Section 2.02 above, the annual rent for Lease from July 1st, 2024 through July 31st, 2027 shall be $420,858.00 payable in twelve equal monthly installments of $35,071.50.

Section 3.02 **Pass Throughs.** The amounts specified in this Section shall be paid monthly at the same time and manner as the base rent.

(a) Allocation Methods. For all allocated costs, Lessor shall use a reasonable method for allocation that is not inconsistent with allocation methods applied to other similarly situated tenants of Lessor.

Section 3.03 **Payment & Late Charges.**

(a) Lessee will pay the base rent and pass throughs to Lessor for each month by mail or ACH to 14054 Fred & Al Key Road, Kiln, MS 39556 or at such other location or locations that Lessor may from time to time designate by written notice to Lessee,

(b) Lessee shall pay a late charge of five percent (5%) of any payment not received by Lessor by the tenth day of the month in which said payment is due. An additional five percent of the outstanding payments, rent, and any outstanding late charges shall apply on each subsequent month that such payments are outstanding.

Section 3.04 **Taxes and Assessments.** In addition to the base rent and amounts specified in § 3.01 and § 3.02, Lessee will pay in full all real-property taxes, special assessments, and governmental charges of any kind imposed on the Premises or leasehold interest in the Premises commencing on the first day of the Lease Term and continuing through the end of the calendar year in which the term ends, including any special assessments imposed on or against the Premises for constructing or improving public works. In the event Lessee occupies the Premises for part of a year, it will be responsible for any assessment resulting from such partial year occupancy. These taxes and assessments are payable directly to the entity imposing the

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tax, assessment, or charge at least 30 days before the date payment is due. Lessee will provide Lessor with a receipt or other evidence of payment for each tax, assessment, or charge paid as soon as a receipt or other evidence is available to Lessee, but not later than the date payment is due. Lessee will provide Lessor with a receipt or other evidence of its annual reporting requirements to the Tax Assessor/Collector of Hancock County for personal property and inventory subject to ad valorem property tax, which is due on or before March 30th of each year. Lessee shall provide notice to Lessor of any tax protest filed with Hancock County within seven (7) days of such notice being filed. In the event a change in law or change in interpretation of law results in the Premises or leasehold interest in the Premises exempt from real property taxes, special assessments, or other governmental charges, the annual rent for each Lease Year specified in Section 3.01 will be increased by the sum of the property taxes, special assessments, or other governmental charges in the last year they were assessed before the change in law or change in interpretation of law.

Section 3.05 **Security Deposits.** Upon execution of this Lease, Lessee shall deposit the sum of $34,050 with Lessor as a deposit, no later than July 1st, 2021. Said deposit shall not accrue interest. Lessor may use the deposit to pay arrears of rent, to repair any damage or injury to the Premises, or to pay any expense or liability incurred by Lessor as a result of any default by Lessee under this Lease including but not limited to payment of ad valorem taxes upon the Premises or the leasehold interest in the Premises. If Lessor uses the deposit, or any portion thereof as authorized above, Lessee shall restore the deposit to its original amount within ten (10) days after notice from Lessor. Failure to restore the deposit to its original amount within the required time shall constitute a default under the Lease. Within thirty (30) days after Lessee surrenders the Premises, or completion of repairs or replacement of damaged or destroyed property, whichever is later, Lessor shall return to Lessee any remaining portion of the deposit, after any lawful deductions, provided Lessee has given to Lessor an address specifically for that purpose. IT IS SPECIFICALLY PROVIDED, HOWEVER, THAT LESSEE SHALL NOT BE ENTITLED TO ANY PORTION OF THE SECURITY DEPOSIT AS A REFUND UNLESS LESSEE GIVES LESSOR SIXTY (60) DAYS WRITTEN NOTICE OF SURRENDERING THE PREMISES.

Article IV. USE OF PREMISES

Section 4.01 **Lessee's Warranty Regarding Use.** Lessee represents and warrants to Lessor that Lessee intends to use the office portion of the Premises as an office facility, break room for pilots, and storage of aircraft parts not containing petroleum products and for no other use. Lessee represents and warrants to Lessor that the Lessee intends to use the hangar portion of the Premises for the storing and maintenance of aircraft, including storage of spare parts and tools, and such other related business uses as the Lessee determines from time to time.

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Lessee's use of the property is restricted to the purpose specified in this section unless Lessee obtains Lessor's prior written consent to any change in use.

Article V. COMPLIANCE & REPORTING

Section 5.01 **Compliance With Laws.**

(a) Lessee may not use, or permit the use of, the Premises in any manner that results in waste to the Premises or constitutes a nuisance or for any illegal purpose. Lessee, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with the Airport Rules and Regulations and Minimum Standards for Commercial Aeronautical Activities (as each may be amended from time to time) and all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the use of the Premises.

(b) Lessee, at its sole cost, must comply with all Hazardous Materials Laws in connection with Lessee's use of the Premises.

(c) "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Mississippi, or the federal government, including, but not limited to, any material or substance that is upon commencement of the Lease or at any time during the Lease, (1) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq., or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. § 1317, (2) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., (3) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., (4) petroleum, (5) asbestos, and (6) polychlorinated biphenyls.

(d) "Hazardous Materials Laws" means any federal, state, or local statute, ordinance, order, rule, or regulation of any type relating to the storage, handling, use, or disposal of any Hazardous Materials, the contamination of the environment, or any removal of such contamination, including, without limitation, those statutes referred to in subparagraph c.

(e) Lessee shall coordinate with Lessor regarding environmental issues related to the Premises.

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(f) Lessee shall obtain any and all permits and/or licenses required to conduct its business on the Premises, including but not limited to a Hancock County business license, and provide a copy of same to Lessor.

Section 5.02 **Regulatory Reporting Requirements.**

(a) Lessee must promptly supply Lessor with copies of all notices, reports, correspondence, and submissions made by Lessee to the Mississippi Department of Environmental Quality, the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or hazardous materials pursuant to hazardous materials laws. Lessee shall provide to Lessor copies of all permits and/or licenses issued to Lessee for operation of its business on the Premises and all modifications, amendments, and other changes within thirty (30) days after issuance of same.

(b) Lessee must promptly notify Lessor in advance of any scheduled meeting between Lessee and any of the agencies specified or described in subparagraph a. In the case of regulatory inspections for which the Lessee has not received advance notice, Lessee shall notify Lessor within forty-eight (48) hours of the visit and the corrective actions, if any, required by the agency.

Section 5.03 **Information to Be Provided to Lessor.**

(a) [Intentionally Omitted]

Section 5.04 **Economic Nondiscrimination.** In the event the Premises are used in the offering of any services to the public, Lessee shall:

(a) Furnish the services on a reasonable, and not unjustly discriminatory basis, to all users thereof; and

Charge reasonable, and not unjustly discriminatory prices for each unit of service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Article VI. REPAIRS, MAINTENANCE, AND CLEANUP

Section 6.01 **Condition of Premises.** Lessee accepts the Premises in their present condition "AS IS" and acknowledges that the Premises are suitable for Lessee's intended use.

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Section 6.02 **Repairs and Maintenance by Lessor.** Lessor agrees to keep the roof, foundation, and exterior walls of the Premises in good state of repair. In addition, Lessor agrees to care for the grounds around the Premises, including the parking facilities, ramps, taxiways, runways, fences, gates, public signs, storm drain systems (exterior) and grass cutting.

Section 6.03 **Repairs and Maintenance by Lessee.** Lessee shall, at its own cost, throughout the term of this Lease, maintain the doors, windows, interior walls, ceilings, floors, fire suppression systems, HVAC equipment, plumbing fixtures, and other utility fixtures within its leased area, in good order and repair, normal wear and tear excepted. All maintenance, repairs, and replacements required by this section must be performed promptly when required; this includes Lessee's responsibility for maintenance and repairs due to acts of god to the doors, windows, interior walls, ceilings, floors, fire suppression systems, HVAC equipment, plumbing fixtures, and other utility fixtures within its leased area.

Section 6.04 **Lessee's Failure to Repair or Maintain.** If Lessee fails to perform its obligation to repair, replace, or maintain, as set forth in § 6.03, within a reasonable time after notice from Lessor of the need for the repair, replacement, or maintenance, Lessor may enter the Premises and make the repairs or replacements, or perform the maintenance, or have the repairs or replacements made or maintenance performed, at its own expense. On Lessor's notice to Lessee of the performance and cost of any maintenance, repairs, or replacements under this section, Lessee must immediately reimburse Lessor for any reasonable costs incurred by Lessor under this section, together with interest on the sum at the highest legal rate from the date of the notice until the date paid by Lessee to Lessor.

Section 6.05 **Delivery of Premises at End of Term.** Lessee shall remove all Lessee's personal property, Lessee-owned equipment, and stored items from the Premises at the end of the Lease Term. The Premises shall be returned to Lessor in clean, empty, and good condition reasonable wear and tear excepted. Under no circumstances shall stored items be left on or in the Premises. Lessor may retain, destroy, or dispose of any property left on the Premises at the end of the Term without liability to Lessee for loss or damage.

Section 6.06 **Lien.** Lessee will not permit any lien to be placed on the Premises or improvements on the Premises. Lessee must promptly notify Lessor as to any liens threatened or attached against the Premises. Lessee will promptly pay any lien that is filed on the Premises or on improvements located in the Premises. If default in payment of the lien continues for twenty (20) days after Lessor's written notice to Lessee, and in any case before the date on which any proceedings to foreclose on such lien begin, Lessor may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Lessor pays to remove a lien caused by Lessee to be filed against the Premises or improvements on them, including expenses

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and interest, are due from Lessee to Lessor and must be repaid to Lessor immediately on rendition of notice, together with interest at eighteen percent (18%) per annum until repaid.

Section 6.07 **Allocation of Environmental Cleanup Costs.** Lessee is responsible only for the payment of that portion of any cleanup costs necessary for compliance with Hazardous Materials Laws that arise as a result of discharge of hazardous materials on the Premises by Lessee or Lessee's agents, representatives, invitees, or other associated parties.

UTILITIES AND PUBLIC SERVICES

Section 7.01 **Electric Services.** Coast Electric Power Association is the certificated electric utility provider for the area. Lessee shall be responsible for procuring and paying for electricity service from Coast Electric Power Association.

Section 7.02 **Telephone, and Internet Service.** Lessee shall be responsible procuring and paying for telephone and internet service. To the extent such service requires installation of additional lines to the Premises, such installation shall be subject to Lessor approval.

Section 7.03 **Other Utilities.** Lessee shall be solely responsible for procuring and paying for any other utilities to the Premises. To the extent such utility service requires installation of additional lines, pipe, or other infrastructure to the Premises, such installation shall be subject to Lessor approval.

ALTERATIONS, IMPROVEMENTS, AND FIXTURES

Section 8.01 **Consent of Lessor.** Except as provided in Section 8.03, Lessee may not make any alterations, additions, or improvements to the Premises without Lessor's prior written consent, which consent may be withheld in Lessor's sole discretion.

Section 8.02 **Property of Lessor.** Lessor shall have the option of accepting any or all alterations, additions, or improvements made by Lessee when the Lease terminates with such accepted alterations, additions, and improvements becoming the property of Lessor or rejecting any or all alterations, additions, or improvements made by Lessee and Lessee may be required to return the Premises to the condition that existed prior to the alterations, additions, or improvements rejected by Lessor. In the event rejected alterations, additions, or improvements have not been undone or removed at the expiration or termination of the Lease, then Lessor may remove such alterations, additions, and improvements made by Lessee and any other property it placed in the Premises, and charge Lessee the cost of removal or reverting

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plus interest which amount shall be paid within fifty (50) days of Lessor's notice to Lessee of the amount due.

Section 8.03 **Signs.** Any signs of Lessee shall be consistent with the Uniform Sign Plan for Stennis International Airport. No sign may be erected without written approval of Lessor.

Section 8.04 **Alterations Required by Accessibility Laws.** If any alterations, additions, or improvements to the Premises are mandated by legal requirements related to accessibility by persons with disabilities ("accessibility alterations"), Lessee is responsible for making them. This allocation of responsibility for compliance with such legal requirements is a material inducement for the Parties to enter this Lease.

INSURANCE AND INDEMNITY

Section 9.01 **Lessee's Property Insurance.** Lessee, at its sole cost and expense, shall be responsible for maintaining any and all insurance desired by Lessee for Lessee's personal property, furniture, fixtures, and equipment. Lessor shall not provide such insurance nor will proceeds from any Lessor policy be available for losses related to Lessee's personal property, furniture, fixtures, or equipment.

Section 9.02 **Lessor's Property Insurance.** Lessor shall keep all buildings on the Premises insured against loss or damage in an amount determined by Lessor in its sole discretion and Lessee shall be responsible for its allocated share in accordance with Section 3.02. Lessee will have no claim to any proceeds of Lessor's insurance policies.

Section 9.03 **Lessee's Liability Insurance.** Lessee, at its own expense, must provide and maintain in force during the Lease Term (a) general commercial liability insurance, for both personal injury and property damages, including products and completed operations, covering Lessee operations and the Premises and anywhere in the Stennis International Airpark, with a minimum limit of $1,000,000 single limit and $2,000,000 in the aggregate, (b) automobile liability insurance on all vehicles owned or operated by Lessee in the Stennis International Airpark, including those which are hired or non-owned and used in the course of Lessee's operations, with a combined single limit of $1,000,000 per occurrence, (c) hangar-keeper's liability insurance insuring the property of other under the care, custody, and control of Lessee from the hazards of fire or other normal perils (d) a policy of Worker's Compensation Insurance as required by applicable law, and (e) employer's liability insurance in the minimum amount of $1,000,00 for bodily injury by accident, disease, or in the aggregate, covering injury or death to any employee which may be outside the scope of or in addition to liability under an workers compensation statute.

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Section 9.03 a. **Pollution Legal Liability Insurance.** Lessee shall carry and provide during the term of this lease, a Pollution Legal Liability insurance providing the following coverages:

i. On-site cleanup of new conditions arising after the commencement of this lease triggered by first-party discovery or third-party claim;

ii. Third-party claims for on-site bodily injury, property damage or cleanup costs arising from new conditions arising after the commencement of this lease;

iii. Pollution conditions resulting from transported cargo (third-party carrier or owned vehicle) while on Hancock County-owned or Hancock County Port & Harbor Commission-owned properties and adjacent entrances or exits;

iv. Coverage for punitive damages, fines, and penalties.

a. The policy shall provide coverages of not less than $5,000,000 per loss and not less than $5,000,000 in the aggregate.
b. The deductible on the policy shall not be greater than $25,000.00 per occurrence.

Section 9.04 **Remedy for Failure to Provide Insurance.** Lessee must furnish Lessor with certificates of all insurance required by this article. If Lessee does not provide the certificates when Lessor delivers possession to Lessee and within ten days prior to any renewal date, or if Lessee allows any insurance required under this article to lapse, Lessor may, at its option, take out and pay the premiums on the necessary insurance to comply with Lessee's obligations under this article. Lessor is entitled to reimbursement from Lessee for all amounts spent to procure and maintain the insurance, with interest at the rate of eighteen (18) percent annually from the date Lessee receives Lessor's notice of payment until reimbursement.

Section 9.05 **Lessee's Environmental Indemnity.**

(a) Lessee agrees to indemnify, defend, and hold harmless Lessor from and against all claims, liabilities, losses, damages, remediation expenses, fines and penalties, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert

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fees, that Lessor may incur by reason of Lessee's action or inaction with regard to Lessee's obligations under Article 5 of this Lease. This section survives the expiration or earlier termination of this Lease.

Section 9.06 **Hold-Harmless Clause** Lessee will indemnify and hold Lessor harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees for defending claims and demands, arising from the conduct or management of Lessee's business on the Premises or its use of them; from any breach by Lessee of any conditions of this Lease; or from any act of negligence of Lessee, its agents, contractors, employees, sublessees, concessionaires, or licensees in or about the Premises. If any action or proceeding is brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, will defend the action or proceeding by counsel acceptable to Lessor.

Selection 9.07 **Release of Claims/Waiver of Subrogation.** Lessee shall release Lessor from any claim, by subrogation or otherwise, for any damage to the Premises, the building, or personal property within the building, regardless of cause, including negligence of Lessor, however, the release applies only to the extent the damage is covered by insurance proceeds and the release does not adversely affect any insurance coverage. Lessee will notify their insurance companies of the release set forth herein and will have the insurance policies, endorsed, if necessary, to prevent invalidation of the insurance coverage.

Section 9.08 **Additional Insured and Other Requirements.** All insurance required to be carried by Lessee shall be written on an occurrence basis, and with the exception of workers' compensation and employer's liability, shall name Hancock County and the Hancock County Port & Harbor Commission as additional insured. Lessee shall provide Lessor with certificates of insurance for each insurance policy required in a form acceptable to Lessor evidencing policies of insurance and such certificates will indicate that the described insurance policies may not be canceled before the expiration of a thirty (30) day notification period and that the Lessor will be immediately notified in writing of any such notice of termination. All insurance shall be written by an insurance company authorized by the Commissioner of Insurance of the State of Mississippi to do business in the State of Mississippi.

Article X. DAMAGE OR DESTRUCTION OF PREMISES

Section 10.01 **Notice to Lessor.** If the Premises, or any structures or improvements on them, are damaged or destroyed by fire, tornado, or other casualty, Lessee must immediately give Lessor written notice of the damage or destruction, including a general description of the damage and, as far as known to Lessee, the cause of the damage.

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Section 10.02 **Total Destruction.** If the building in which the Premises are located is totally destroyed by fire, tornado, or other casualty by other than the negligence, gross negligence, or intentional tort of Lessee or any person in or about the Premises with Lessee's express or implied consent, or if it is so damaged that rebuilding or repairs cannot reasonably be completed within ninety (90) working days at a cost not to exceed the insurance recovery proceeds to Lessor, this Lease will terminate, and rent will be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in § 10.01.

Section 10.03 **Partial Destruction.** If the building in which the Premises are located is partially damaged by fire, tornado, or other casualty by other than the negligence, gross negligence, or intentional tort of Lessee or any person in or about the Premises with Lessee's express or implied consent, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) working days and at a cost not to exceed the insurance recovery proceeds to Lessor, this Lease will not terminate except that if Lessor elects not to rebuild or repair the portions of the Lease not in maintenance and repair control of Lessee and stated in Section 6.03 and the damage rendered the Premises unusable in whole or in part for the purposes of Lessee, Lessee may terminate the Lease or continue it with the rent for the remainder of the Lease Term adjusted equitably. To further clarify, Lessee is responsible for maintenance and repairs of partial destruction due to acts of god to the doors, windows, interior walls, ceilings, floors, fire suppression systems, HVAC equipment, plumbing fixtures, and other utility fixtures within its leased area.

Article XI. CONDEMNATION

Section 11.01 **Total Condemnation.** If, during the Lease Term or any extension or renewal of it, all of the Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, and the rent will be abated during the unexpired portion of this Lease, effective as of the date the condemning authority takes the Premises. Lessor represents and warrants to Lessee that Lessor has received no written notice of any suits, actions or proceedings pending against or affecting the Premises before any court or administrative agency or officer, including, but not limited to, any eminent domain or condemnation proceedings nor, to the best of Lessor's knowledge, are any such proceedings contemplated.

Section 11.02 **Partial Condemnation.**

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(a) If a portion but not all of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving Lessor written notice within thirty (30) days after the entity exercising the power of condemnation takes possession of the condemned portion.

(b) If the Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, this Lease will not terminate, but the amounts payable under § 3.01 and § 3.02 of this Lease will be adjusted equitably during the unexpired portion of this Lease.

Section 11.03 **Condemnation Award.** Lessor is entitled to receive and retain the entire award in any condemnation proceedings, except for any portion attributable to trade fixtures, which Lessee is entitled to receive and retain. The termination of this Lease will not affect the right to this award.

Article XII. DEFAULT

Section 12.01 **Lessee's Default.** If Lessee allows the rent to be in arrears more than fifteen (15) days after its due date, or remains in breach under any other provision of this Lease for thirty (30) days after written notice from Lessor, in addition to any other remedy available under the Lease or at law, Lessor may, at its option, without notice to Lessee, terminate this Lease, and Lessor may reenter and take possession of the Premises and remove all persons and property without being considered guilty of any manner of trespass and may (but is not required to) re-let the Premises (or any part of them) for all or any part of the remainder of the Lease Term, to a party satisfactory to Lessor and at the monthly rental as Lessor can secure with reasonable diligence. If Lessor cannot re-let after reasonable efforts to do so or if the monthly rental is less than the rental Lessee was obligated to pay under this Lease (or any renewal of it) plus the expense of re-letting, then Lessee must pay Lessor the amount of the deficiency.

Section 12.02 **Lessor's Lien.** As security for the prompt and punctual payment of rent or any other sum due or to become due from Lessee to Lessor under this Lease, Lessor has a lien on all fixtures, chattels, or other property of any description belonging to Lessee that are placed in, or become a part of, the Premises. This lien is not in lieu of, nor in any way affects, any statutory Lessor's lien but is in addition to such lien, and Lessee grants Lessor a security interest in all of

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Lessee's property placed in or on the Premises for purposes of this contractual lien. This does not prevent Lessee's selling any merchandise in the ordinary course of business free of such Lessor's lien. If Lessor exercises the option to terminate the leasehold, reenter, and re-let the Premises as provided in the preceding paragraph and gives Lessee reasonable notice of the intent to take possession and an opportunity for a hearing on the matter, Lessor may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, for cash or on credit, for the prices and terms that Lessor considers best, with or without having the property present at the sale. The proceeds of the sale will be applied first to the necessary and proper expense of removing, storing, and selling the property, then to the payment of any rent due or to become due under this Lease; any balance will be paid to Lessee. Lessee further grants Lessor a security interest in Lessee's personal property now or subsequently placed in or on the Premises.

Section 12.03 **Lessor's Default.** If Lessor remains in breach of any material condition of this Lease for thirty (30) days after written notice from Lessee, Lessee may (i) remedy the default by any reasonable and necessary action and, in connection with the remedy, and Lessor must, on demand, pay the reasonable costs borne by Lessee in remedying such breach or (ii) terminate this Lease by providing thirty (30) days written notice to Lessor. It is agreed, however, that if Lessor commences action within thirty (30) days after receipt of notice to remedy any default and diligently pursues such action to conclusion, Lessee's rights under this section shall not apply.

Section 12.04 **Cumulative Remedies.** All Lessor's and Lessee's rights and remedies under this Article are cumulative, and none will exclude any other right or remedy provided by law or any other provision of this Lease. All the rights and remedies may be exercised and enforced individually or concurrently and whenever occasion for their exercise arises.

Section 12.05 **Waiver of Breach.** Lessor's or Lessee's waiving a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach.

Section 12.06 **Survival.** Notwithstanding anything to the contrary in this Lease, provisions which by their nature and context are intended to survive the expiration or termination of the Lease will survive the expiration or termination of the Lease, including without limitation, termination provisions, damages provisions, and indemnification provisions.

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Section 12.07 **Limitation of Lessor's Liability.** Notwithstanding anything to the contrary contained herein, no personal or individual liability of any kind or character whatsoever shall now or at any time hereafter attach to Lessor, its commissioners. officers, directors, employees, representatives, or its property

Article XIII. INSPECTION AND ACCESS BY LESSOR

Section 13.01 **Inspection & Access.** Lessee must permit Lessor and Lessor's agents, servants, and employees, including but not limited to legal counsel and environmental consultants and engineers, access to the Premises at all reasonable times for the purpose of inspection, whether environmental inspections and sampling or inspections of the condition of the Premises or otherwise and for any other purpose necessary to protect the Lessor's interest in the Premises or to perform Lessor's duties under this Lease or to show the Premises to prospective future Lessees and must permit access during other hours in the event of an emergency. Lessee may not restrict access to any part of the Premises, and Lessee may not impose any conditions to access. If Lessor's inspection includes sampling and testing of the Premises, Lessor must use its best efforts to avoid interfering with Lessee's use of the Premises, and on completion of sampling and testing must repair and restore the affected areas of the Premises as made necessary by any sampling and testing.

Article XIV. ASSIGNMENT AND SUBLEASE

Section 14.01 **Assignment and Subletting by Lessee.**

The Lessee shall have the right to sublet and assign all or any part of the Premises to Lessee's affiliate company without the consent of the Lessor and to any Lessee third party business entity with the consent of the Lessor, additionally provided that Lessee: (i) Provides Lessor with advance written notice of the sublet and assignment; (ii) provides Lessor, in advance, with proof that the affiliate company or third party business entity has all insurance in place required to be maintained under this Lease including naming Lessor as an additional insured; An "affiliate company" shall mean, for purposes of this Article XIV, any corporation, partnership or other business entity under common control and ownership with the Lessee, or with the parent or any subsidiary of the Lessee.

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(a) Except as provided in (a) above, Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in it or in the Premises or the improvements on them, without Lessor's written consent, which consent may be withheld in Lessor's sole discretion. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interests in this Lease or in the Premises or the improvements on them without Lessor's written consent, any such sublet, assignment, or encumbrance shall be void and of no effect and Lessor may, at its option, declare this Lease terminated. If Lessor consents in writing to an assignment, sublease, or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee must assume all of Lessee's obligations under this Lease, and Lessee will remain liable for every obligation under the Lease.

Section 14.02 **Assignment by Lessor.** Lessor may assign or transfer any of its interests under this Lease. On transfer, and on the transferee's assumption of its obligations, Lessor is relieved of its obligations under the Lease.

Article XV. CONTINGENT ON APPROVALS

Section 15.01 **[Intentionally Omitted].**

Section 15.02 **[Intentionally Omitted]**

Section 15.03 **[Intentionally Omitted].**

Article XVI. MISCELLANEOUS

Section 16.01 **Notices and Addresses.** All notices required under this Lease may be given by the following methods:

(a) By certified mail, return receipt requested, addressed to the proper party, at the following addresses:

Lessor: Hancock County Port & Harbor Commission

14054 Fred & Al Key Road
Kiln, Mississippi 39556

Lessee: Attn: Tyonek Services Group, Inc.
229 Palmer Road
Madison, Al 35758

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(b) By fax transmission, to the proper party, at the following fax numbers:

Lessor: 228-467-9341
Attn: Chief Executive Officer

Lessee: Tyonek Services Group, Inc.
Attn: Site Director

Notices are effective when received. Either party may change the address or fax number to which notices are to be sent by sending written notice of the new address or number to the other party in accordance with the provisions of this section.

Section 16.02 **Parties Bound.** This Lease binds, and inures to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns (to the extent this Lease permits assignment).

Section 16.03 **Mississippi Law to Apply.** This Lease is to be governed by and construed under Mississippi law, and all obligations of the parties created by this Lease are performable in Hancock County, Mississippi.

Section 16.04 **Abandonment.** Lessee agrees not to vacate or abandon the Premises at any time during the Lease Term. Should Lessee vacate or abandon the Premises or be dispossessed by process of law or otherwise, such abandonment, vacating or dispossession shall be a breach of this Lease, and entitle to Lessor to all of the remedies for default set forth in this Lease or available under law.

Section 16.05 **No Set Off.** Lessee shall perform its obligations under this Lease without setoff, deduction, recoupment, or withholding of any kind for any claim Lessee may have against Lessor, whether under this Lease or any other agreement or interaction between the parties.

Section 16.06 **Legal Construction.** If one or more of the provisions contained in this Lease are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

Section 16.07 **Prior Agreements Superseded.** This Lease constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

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Section 16.08 **Amendment.** No amendment, modification, or alteration of this Lease is binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the parties.

Section 16.09 **Rights and Remedies Cumulative.** The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Section 16.10 **Attorney's Fees and Costs.** If, as a result of Lessee breaching this Lease, the Lessor employs an attorney to enforce its rights under this Lease, then the Lessee will pay the Lessor the reasonable attorney's fees and costs incurred to enforce the Lease.

Section 16.11 **Force Majeure.** With the exception of the obligation to pay money owed, neither Lessor nor Lessee is required to perform any term or covenant in this Lease so long as performance is delayed or prevented by *force majeure,* which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Lessor's or Lessee's control and that Lessor or Lessee cannot, by exercising due diligence and paying money, prevent or overcome, in whole or part.

Section 16.12 **Time of Essence.** Time is of the essence of this Lease.

SECTION 16.13 **LIMITATION OF WARRANTIES.** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE, IF ANY, EXPRESSLY STATED IN THIS LEASE.

Section 16.14 **Recording of Lease Agreement**. This Lease or a memorandum hereof may, at Lessor's option, be recorded in the real property records kept by the Hancock County Chancery Clerk.

Section 16.15 **Reservation of Rights.** Premises are within the Stennis International Airport and Lessee agrees to abide by the Protective Covenants for Stennis International Airpark and Stennis International Airport's Rules and Regulations and Minimum Standards, as amended by Lessor from time to time.

Section 16.16 **Access to Premises**. Lessor shall have a right of ingress and egress to the Premises over the public and private areas between the Premises and Fred & Al Key Road.

Section 16.17 **No Broker or Real Estate Agent**. Lessee represents and warrants that no real estate agent or broker was used by Lessee to identify and secure this Lease and will defend,

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hold harmless, and indemnify Lessor from any claims for a commission or other fee asserted by a broker or real estate agent based on any alleged services provided to Lessee.

Section 16.18 **No Right of Purchase; No Conveyance of Mineral Interests.** Lessee acknowledges and agrees that it has no right to purchase or acquire any fee interest in the Premises, and further acknowledges that no conveyance of or granting of any oil, gas, or other mineral interest to Lessee is made pursuant to this Lease.

Section 16.19 **Compliance with Safety Requirements.** Lessee shall observe all safety requirements of Lessor relating to Stennis International Airpark and Stennis International Airport, as in effect from time to time, and shall take such steps and actions as may be necessary or directed by Lessor to ensure that all officers, employees, representatives, invitees, and guests of Lessee observe such requirements.

Section 16.20 **Compliance with Security Program.** Lessee shall observe all security requirements of any security program or plan pertaining to Lessor or the Stennis International Airpark and Stennis International Airport, as in effect from time to time, and shall take such steps and actions as may be necessary or directed by Lessor to ensure that all officers, employees, representatives, invitees, and guests of Lessee observe such requirements.

Section 16.21 **Fines for Safety or Security Violations** If Lessor incurs any fines or penalties or any cost or expense under any safety or security program or plan pertaining to Lessor or the Stennis International Airpark and Stennis International Airport as a result of any act or omission of Lessee, or any officer, employee, representative, invitee or guest of Lessee, Lessee shall pay or reimburse to Lessor, as the case may be, all such fines, penalties, costs, and expenses. Lessee shall further rectify any such safety or security deficiency as may be determined by Lessor. Lessor reserves the right to take whatever action may be necessary to rectify any security deficiency caused by the actions or inactions of Lessee which Lessee fails to timely remedy. In the event Lessor undertakes any such action, Lessee shall immediately pay and reimburse Lessor all monies expended and costs incurred by Lessor in connection therewith.

Section 16.22 **Subordination to Agreements with the United States Government.** This Lease is subject and subordinate to the provisions of any agreement heretofore or hereafter made between Lessor and the United States Government relative to the operation or maintenance of the Stennis International Airpark and Stennis International Airport, the execution of which has been or will be required as a condition precedent to the transfer of federal rights or property to Lessor for airport purposes, or the expenditure of federal funds for the improvement or development of the Stennis International Airpark and Stennis International Airport.

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Section 16.23 **Nondiscrimination.** Lessee, for itself, its successors in interest, sublessees and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, creed, color, national origin, sex, age or handicap will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the lease premises; (2) in the construction of any improvements on, over or under such leased premises and the furnishing of services thereon and in connection therewith, no person on the grounds of race, creed, color, national origin or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) leased premises will be used in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and any future amendments.

Section 16.24 **Non-Exclusive Rights.** Nothing herein contained shall be construed to grant or authorize the granting of an exclusive business or operating right within the meaning of 49 USC Section 40103€ and the regulations promulgated thereunder.

Section 16.25 **Right of Flight.** There is hereby reserved to Lessor, its successors and assigns for the use and benefit of the public the following:

(a) The right to unobstructed passage of all aircraft, by whosoever owned and operated in the airspace above the Airport at any altitude and at any time.

(b) The right of flight and the right to cause in all the space above the surface of the Airport such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing and taking off from, flying over, operating at, or operation on the Airport; and

(c) The right to prohibit lighting interference, electrical interference, electronic interference, radio interference, or smoke emanating from Lessee's leasehold property to the extent such interference impairs, derogates, or otherwise endangers air operations at the Airport, including, but not limited to aircraft communications, navigational aids, visibility, and the landing, taking off and maneuvering of aircraft in the vicinity of the Airport

Section 16.26 **Right to Develop Airport.** It is further covenants and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas, and taxiways, except on the Premises, as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance; provided however, Lessor shall not develop the Airport or such other areas to prohibit the uses granted Lessee in this Lease.

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Nothing herein contained shall be construed to grant or authorize the granting of an exclusive business or operating right within the meaning of 49 USC Section 40103€ and the regulations promulgated thereunder.

LESSOR

HANCOCK COUNTY PORT & HARBOR COMMISSION

By: _____ Date: _____
Name: William P. Cotter
Title: Chief Executive Officer

LESSEE

Tyonek Services Group, Inc.

By: Robert Steven Adlich Date: 5/12/2021
Name: Robert Steven Adlich
Title: President

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LESSOR
HANCOCK COUNTY PORT & HARBOR COMMISSION

By: _____
Name: William Cotter
Title: Chief Executive Officer

MISSISSIPPI NOTARY ACKNOWLEDGEMENT

State of Mississippi

County of _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named _____ [name(s) of person(s) acknowledged], who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

[Seal]

_____

[Notary Public]

My Commission Expires:

_____

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LESSEE

Tyonek Services Group, Inc.

By: Robert Steven Adlich

Name: Robert Steven Adlich

Title: President

ALABAMA NOTARY ACKNOWLEDGEMENT

State of Alabama

County of Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of May, 2021, within my jurisdiction, the within named Robert Steven Adlich [name(s) of person(s) acknowledged], who acknowledged that (he) (she) (they) executed the above and foregoing instrument.[Seal]

Virginia E. Zolynsky
[Notary Public]

My Commission Expires: April 7, 2025

Virginia E. Zolynsky
Notary Public, Alabama State At Large
My Commission Expires April 7, 2025

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Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 14, 2021
To:	Port & Harbor Commission
From:	David Poole,
Subject:	RESOLUTION# 20210614-01
	AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH NEEL SCHAFFER FOR PRIMARY PROFESSIONAL SERVICES ON RAILROAD CONSTRUCTION PROJECTS AT PORT BIENVILLE SHORT LINE RAILROAD

ATTACHED:
Entire Agreement Owner-Engineer Task Order Edition FINAL 6.10.2021 (v1) - NS Executed

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HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210614-01

AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENT WITH NEEL SCHAFFER FOR PRIMARY PROFESSIONAL SERVICES ON RAILROAD CONSTRUCTION PROJECTS AT PORT BIENVILLE SHORT LINE RAILROAD

WHEREAS, the Hancock County Port & Harbor Commission (Commission) desires to obtain professional engineering services related to railroad construction projects at Port Bienville Short Line Railroad;

WHEREAS, the Commission published a Request for Qualifications for Professional Services associated with Railroad Projects in the Sea Coast Echo, Sun Herald, Clarion Ledger, and also submitted the Request to the Mississippi Contract Procurement Center;

WHEREAS, a grading committee composed of staff knowledgeable of the day to day and construction operations at Port Bienville Short Line Railroad selected Neel Schaffer based on their Statement of Qualifications;

WHEREAS, the staff recommend awarding the attached Master Services Agreement for Primary Professional Services related to Railroad Projects to Neel Schaffer pursuant to mutually agreed upon task orders and work authorizations issued from time to time;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby approves and authorizes the Chief Executive Officer to execute the Master Services Agreement with Neel Schaffer;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

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RESULT:	**CARRIED AS AMENDED [UNANIMOUS]**
MOVER:	Aline Ward, Commissioner
SECONDER:	Michael Bennett, Secretary
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

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HANCOCK
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PORT • AIR • SPACE

Agreement Between Hancock County
Port and Harbor Commission &
Engineer

For Professional Services
Task Order Edition

MAIN AGREEMENT

Monday, May 17, 2021

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AGREEMENT BETWEEN HCPHC AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **Hancock County Port and Harbor Commission (hereinafter referred to as HCPHC)** and **Neel-Schaffer, Inc.** (Engineer). Other terms used in the Agreement are defined in Article 7.

From time-to-time HCPHC may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

HCPHC and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by HCPHC to issue any Task Orders.

C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) HCPHC and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) HCPHC and Engineer both sign the Task Order.

D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.

B. Each specific Task Order will indicate:

1. Project Background Data.
2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
3. Additions or Modifications to HCPHC's Responsibilities.
4. Task Order Schedule.

5. Engineer's Compensation for Task Order; and

6. Primary Subconsultants, if any.

C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.

D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.

E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.

b. be updated on a regular basis, and as required to reflect any programmatic decisions by HCPHC.

c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.

3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.

4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.

5. Prepare and submit **weekly** engineering services progress reports to the HCPHC. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated if applicable:

7. Conduct ongoing management tasks, including:

a. Maintaining communications records and files pertaining to or arising from Engineer's services.

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b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with HCPHC to discuss progress, schedule, budget, issues, potential problems, and their resolution; and

c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare, and provide to Owner, draft and final Drawings in accordance with **Engineer's CAD standards**, using **Autodesk AutoCAD**-version **2019** software along with PDFs of Drawings.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **Engineer's standard technical specifications with a numbering scheme to match HCPHC's standard general specifications**, unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.

B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of HCPHC's consultants or contractors (such as in the case of fast-tracking), then:

1. The Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or

2. If the Task Order does not address such sequencing and coordination, then HCPHC and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—HCPHC'S RESPONSIBILITIES

2.01 Application of HCPHC's Responsibilities

A. The responsibilities of HCPHC set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of HCPHC applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

A. To the extent HCPHC has not already provided the following, or has new, additional, or revised information from that previously provided, HCPHC shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including HCPHC's:

1. design objectives and constraints;

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2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, HCPHC shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, HCPHC may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, Mapping, and Utility Documentation.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.

C. HCPHC shall examine all alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as HCPHC deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. If a specific Task Order requires Engineer to assist HCPHC in collating the various cost categories that comprise Total Project Costs, HCPHC shall furnish to Engineer data as to HCPHC's anticipated costs for services to be provided to HCPHC by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

E. HCPHC shall advise Engineer if any invention, design, process, product, or device that HCPHC has requested, required, or recommended for inclusion in the Drawings or Specifications

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prepared or furnished under a Task Order will be subject to payment (whether by HCPHC or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. HCPHC shall inform Engineer as to whether Engineer's assistance is requested with respect to HCPHC's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.

G. HCPHC shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 HCPHC's Instructions Regarding Bidding and Construction Contract Documents

A. HCPHC shall give instructions to Engineer regarding HCPHC's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and HCPHC's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. HCPHC's standard contract forms, general conditions supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;

2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. HCPHC's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist HCPHC in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.

B. HCPHC shall place and pay for advertisements for Bids in appropriate publications.

2.04 HCPHC-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, HCPHC shall obtain, as required for each Specific Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by HCPHC, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

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3. Auditing services, including those needed by HCPHC to ascertain how or for what purpose Contractor has used money paid to it.

B. HCPHC shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.

C. With respect to the portions or phases of each Specific Project designed or specified by Engineer, HCPHC shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.

D. HCPHC may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.B and C.

2.05 HCPHC's General Responsibilities

A. HCPHC shall inform Engineer of the policies, procedures, and requirements of HCPHC that are applicable to Engineer's performance of services under this Agreement and under each Task Order.

B. HCPHC will provide Engineer with HCPHC's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.

C. HCPHC shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

D. HCPHC shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.

E. HCPHC shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. HCPHC shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by HCPHC to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

G. HCPHC shall give prompt written notice to Engineer whenever HCPHC observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

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3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) HCPHC's performance of its responsibilities under this Agreement.

H. HCPHC shall advise Engineer of the identity and scope of services of any independent consultants employed by HCPHC to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If HCPHC designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent HCPHC at the Site, then HCPHC shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. HCPHC shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between HCPHC and Engineer's Subcontractors or Subconsultants.

b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.

4. Perform or provide the following:

a. All other HCPHC responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

A. HCPHC shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Task Orders issued hereunder for **3** years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

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3.03 Time for Completion

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services will be adjusted equitably.

C. If HCPHC authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the amounts of Engineer's compensation, will be adjusted equitably.

D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, at no fault of the Engineer, HCPHC may pay Engineer for the agreed additional services during the extension based on the Standard Hourly Rates Method of Payment.

E. If Engineer fails, through its own fault and for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then HCPHC shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to HCPHC monthly. Invoices are due and payable within 30 days of approval.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If HCPHC disputes an invoice, either as to amount or entitlement, then HCPHC shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and shall pay the undisputed portion subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If HCPHC fails to make any undisputed payment due Engineer within 30 days after approval of Engineer's invoice, then:

1. Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving 7 days' written notice to HCPHC, suspend services under this Agreement until HCPHC has paid in full amounts due.

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D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by HCPHC. HCPHC shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

A. The basis of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). HCPHC shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The Standard Hourly Rates (plus any expenses expressly eligible for reimbursement) with a Not To Exceed amount stated in the Task Order is the basis of compensation used for services under Task Orders, as identified in each specific Task Order:

C. The terms and conditions applicable to this compensation method is set forth in Paragraph 4.04.

4.04 Explanation of Compensation Method

A. Standard Hourly Rates

1. For the specified category of services, the HCPHC shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from HCPHC for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be applicable for the duration of the contract.

7. Each Task Order will have an amount "Not To Exceed Without Owner's Written Approval". Engineer will notify Owner when they have reached 60% and 90% billing

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milestones of the budget and schedule 60% and 90% design reviews at the respective milestones.

4.05 Reimbursable Expenses

A. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:

1. reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;

2. Consultant charges; and

3. Other expenses identified in Appendix 1.

B. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

C. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.1**.

D. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of **1.1**.

E. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement. The amount may be increased only by written approval by the Owner.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give HCPHC written notice thereof, allowing HCPHC to consider its options, including suspension or termination for HCPHC's convenience of Engineer's services under the Task Order. Upon notice, HCPHC and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. HCPHC shall either exercise its right to suspend or terminate Engineer's services under the Task Order for HCPHC's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.

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ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If HCPHC requires greater assurance as to probable Construction Cost, then HCPHC agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the HCPHC in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: HCPHC shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in HCPHC-furnished information.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by HCPHC.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and HCPHC shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of HCPHC that are applicable to Engineer's performance of services under this Agreement and that HCPHC provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

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3. This Agreement is based on Laws and Regulations and HCPHC-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to HCPHC's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date of the Task Order to Laws and Regulations,

   b. the receipt by Engineer after the Effective Date of the Task Order of HCPHC-provided written policies and procedures, and

   c. changes after the Effective Date of the Task Order to HCPHC-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be furnished by the Owner.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to HCPHC at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, one complete printed copy, duly signed and sealed, and all computer aided design files formatted for AutoCAD 2019 and technical specifications formatted in Microsoft Word.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. HCPHC agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

N. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and HCPHC's safety programs of which Engineer has been informed in writing.

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6.02 HCPHC ownership and Use of Documents

A. All Documents are instruments of service, and the Owner owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Owner subject to the obligations and limitations set forth below. The Owner shall continue to own the Documents and all associated rights whether or not the specific project is complete.

1. Owner's ownership of all Documents on the Specific Project, extensions of the Specific Project, and for related uses of the HCPHC, is subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

a. HCPHC acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer..

b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at HCPHC's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;

c. HCPHC provided documents shall not create any rights in third parties.

B. If Engineer, at HCPHC's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then HCPHC shall compensate Engineer at rates or in an amount to be agreed upon by HCPHC and Engineer.

C. Engineer shall inform HCPHC if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by HCPHC or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of HCPHC and the Project, results in third-party claims of infringement or violation of intellectual property rights, then and the Engineer shall bear the costs of defending against, settling, or paying such claims.

D. Engineer will obtain HCPHC's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, HCPHC and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless

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provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then HCPHC and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols unless noted otherwise.

D. This Agreement (including the EDP) is not intended to create obligations for HCPHC or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds HCPHC, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. HCPHC shall procure and maintain insurance as set forth in Exhibit G.

D. HCPHC shall require Contractor to purchase and maintain policies of insurance covering workers' compensation and unemployment compensation in the amount required by law, comprehensive general liability in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate, automobile liability in the amount of $1,000,000 per accident, professional liability insurance covering consultant's negligent acts, errors, or omissions in the performance of professional services with limits of $1,000,000 per claim and annual aggregate, contractors pollution liability insurance in the amount of $1,000,000 each loss, and other insurance necessary to protect HCPHC's and Engineer's interests in the Project; HCPHC shall be named as additionally insured as described in Paragraph 6.04.B. HCPHC shall

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require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. HCPHC shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by HCPHC from Contractor.

E. HCPHC and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by HCPHC or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by HCPHC with respect to a Specific Project must require builder's risk or similar property insurance. Builder's risk may not be applicable to marine projects and will be determined on a case by case basis.

G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, HCPHC may request that Engineer, or Engineer's Subcontractors or Subconsultants, at HCPHC's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by HCPHC, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by HCPHC, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By HCPHC: HCPHC may suspend Engineer's services under a specific Task Order for up to 90 days at any time.

2. By Engineer: Engineer may, after giving 7 days' written notice to HCPHC, suspend services under a Task Order:

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a. if HCPHC has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.

3. A suspension under a specific Task Order, whether by HCPHC or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.

a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:

a. if HCPHC demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to HCPHC on account of any termination by Engineer for cause.

C. Termination for Convenience by HCPHC: HCPHC may terminate a Task Order or this Main Agreement for HCPHC's convenience, effective upon Engineer's receipt of notice from HCPHC.

D. Effective Date of Termination: If HCPHC terminates the Main Agreement for cause or convenience, HCPHC may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

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E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice HCPHC and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, HCPHC will have the right to the use of Documents, at HCPHC's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If HCPHC has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and HCPHC's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.

2. If HCPHC has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, Engineer will be entitled to invoice HCPHC for all reasonable costs and expenses incurred through the effective date of such termination.

6.06 Successors, Assigns, and Beneficiaries

A. HCPHC and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of HCPHC and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of HCPHC and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.

B. Neither HCPHC nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.

C. Unless expressly provided otherwise in this Main Agreement:

1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of HCPHC and Engineer and not for the benefit of any other party.

2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by HCPHC or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. HCPHC agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Controlling Law; Venue

A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the HCPHC is located: Mississippi.

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B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of HCPHC's principal office; and if federal jurisdictional requirements can be met, in federal court in the district in which HCPHC's principal office is located.

6.08 Environmental Condition of Site

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), HCPHC represents to Engineer that, as of the Effective Date of the Task Order, to the best of HCPHC's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.08, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.08.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for HCPHC, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) HCPHC and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and HCPHC shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:

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1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

F. HCPHC acknowledges that Engineer is performing professional services for HCPHC and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.09 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless HCPHC, and HCPHC's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by HCPHC and Engineer in Exhibit I, "Limitations of Liability."

6.10 Records Retention

A. Engineer shall maintain on file in legible form in perpetuity all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon HCPHC's request, Engineer shall provide a copy of any such item to HCPHC at no cost.

6.11 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.

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C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon HCPHC and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to HCPHC by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.

3. Agreement—This written contract for professional services between HCPHC and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.

   a. Main Agreement—See definition at Paragraph 7.01.A.28 below.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to HCPHC by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and HCPHC and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the

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Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between the HCPHC and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that HCPHC has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to HCPHC of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; HCPHC's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to HCPHC. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, HCPHC's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which HCPHC enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to HCPHC. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

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19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Engineer—The individual or entity named as such in this Main Agreement.

24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the HCPHC-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between HCPHC and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, HCPHC responsibilities, invoice and payment procedures, standard of care, HCPHC ownership of documents, suspension and termination, and definitions.

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29. HCPHC—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.

32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by HCPHC upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by HCPHC which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

36. Specific Project—A specifically identified and defined total undertaking to be accomplished for HCPHC by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.

38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals

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may include Shop Drawings and Samples; schedules; product data; HCPHC-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. Task Order—A document executed under this Main Agreement by HCPHC and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.

43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that HCPHC furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), HCPHC's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to HCPHC.

44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation

necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by HCPHC and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

A. Reserved.

B. Reserved.

C. Exhibit C, Amendment to Main Agreement (form).

D. Reserved.

E. Reserved.

F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Reimbursable Expenses Schedule

2. Appendix 2—Standard Hourly Rates Schedule

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, "Part 3 of 4: Task Order Form" and "Part 4 of 4: Exhibits to Task Order." These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

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8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by HCPHC and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between HCPHC and Engineer and supersedes all prior written or oral understandings.

B. Amendments:

1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.

3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Engineer and HCPHC shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Task Order, Engineer and HCPHC shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of HCPHC, or (b) to deprive HCPHC of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and HCPHC together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent HCPHC's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Main Agreement's Effective Date is **[date to be inserted at the time of execution]**.

HCPHC:	**Engineer:**
Hancock County Port and Harbor Commission (name of organization)	Neel-Schaffer, Inc. (name of organization)
By: _____ (individual's signature)	By: Steven A. Twedt, P.E. (individual's signature)
Date: _____ (date signed)	Date: June 11, 2021 (date signed)
Name: William P. Cotter (typed or printed)	Name: Steven A. Twedt (typed or printed)
Title: CEO (typed or printed)	Title: Senior Vice President (typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest: _____ (individual's signature)	Attest: _____ (individual's signature)
Title: _____ (typed or printed)	Title: Administrative Service Manager (typed or printed)
Address for giving notices:	Address for giving notices:
Hancock County Port & Harbor Commission 14054 Fred & Al Key Road Kiln, MS 39556	Neel-Schaffer, Inc. 772 Howard Avenue Biloxi, MS 39530
Designated Representative:	Designated Representative:
Name: James Buras (typed or printed)	Name: Alex Davis (typed or printed)
Title: Director of Public Works (typed or printed)	Title: Project Engineer (typed or printed)
Address: 14054 Fred & Al Key Road Kiln, MS 39556	Address: 772 Howard Avenue Biloxi, MS 39530
Phone: 228- 467-9231	Phone: 228-374-1211
Email: jburas@hcphc.ms	Email: alex.davis@neel-schaffer.com

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EXHIBITS TO MAIN AGREEMENT

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AMENDMENT TO MAIN AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **Hancock County Port and Harbor Commission**
Engineer: **[Name of Engineer]**
Effective Date of Agreement: **[Effective Date of Main Agreement]**
Nature of Amendment: (Check those that apply)

- ☐ Modifications to responsibilities of HCPHC
- ☐ Modifications of payment to Engineer
- ☐ Modifications to term of Main Agreement
- ☐ Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]

HCPHC and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

HCPHC	Engineer
Hancock County Port and Harbor Commission (typed or printed name of organization)	_____ (typed or printed name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____ (date signed)	Date: _____ (date signed)
Name: William P. Cotter (typed or printed)	Name: _____ (typed or printed)
Title: CEO (typed or printed)	Title: _____ (typed or printed)

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EXHIBIT D—EXHIBIT D—RESERVED

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EXHIBIT E—EXHIBIT E—RESERVED

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EXHIBIT F—EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Main Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals. References to “Project” will mean the Specific Project, or the facilities program or other combination of projects undertaken with Engineer’s involvement, as the case may be.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the HCPHC and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with HCPHC, Engineer, or any Contractor or other entity directly contracted with the HCPHC to furnish Project-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the HCPHC or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

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a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP **10** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the HCPHC is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of this exhibit, or implementation of other Electronic Documents protocols.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

h. The **Engineer** will operate a Project information management system (also referred to in this EDP as "Project Website") for use of HCPHC, Engineer, Contractors, during the Project for exchange and storage

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of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the Parties as described in this paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

1) Describe the period of time during which the Project Website will be operated and be available for reliance by the Parties.

2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website.

3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.).

4) Include any other Project Website attributes that may be pertinent to the use of the facility by Project-related parties and evaluation by those parties of the functionality and cost of such use.

5) Engineer's related compensation and reimbursement: **There will be no additional compensation for this service**

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to HCPHC. Exhibit A of each specific Task Order identifies various Documents that Engineer is required to deliver to HCPHC as part of Engineer's services; Exhibit B of each specific Task Order is a schedule of such Documents. Engineer will transmit such Documents to HCPHC in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF), Microsoft Word, Exel and AutoCAD, whichever is applicable

2.

3. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in a specific Exhibit A, then the Exhibit A format will take precedence. If no specific format is

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identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, HCPHC shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or HCPHC arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

3) The third party shall indemnify and hold harmless HCPHC, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by HCPHC.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. HCPHC may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) HCPHC determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) HCPHC obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with HCPHC or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D is included in basic services of the task order.

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EXHIBIT G—EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to HCPHC and Engineer; and, HCPHC's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF, DOC, EXC, DWG	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to HCPHC by Engineer	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to HCPHC	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to HCPHC by	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by HCPHC in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version **[number]** or later.			
DWG	Autodesk® AutoCAD. dwg format Version **[number]**.			
DOC	Microsoft® Word. docx format Version **[number]**.			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

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EXHIBIT H—EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee	$1,000,000
Policy limit	$2,000,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	$
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$ 1,000,000
Excess or Umbrella Liability – N/A	
Each Occurrence N/A	$
General Aggregate N/A	$
Professional Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
Unmanned Aerial Vehicle Liability Insurance -N/A	
Each ClaimN/A	$
General Aggregate N/A	$
Other Insurance N/A]	
Each Claim	$
General Aggregate	$

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B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that HCPHC must procure and maintain, and the policy limits of such insurance, are as follows:[1]

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee$	$1,000,000
Policy limit	$1,000,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Unmanned Aerial Vehicle Liability Insurance -N/A	
Each Claim	$
General Aggregate	$
Other Insurance [Specify] N/A	
Each Claim	$
General Aggregate	$

C. During the term of this Main Agreement the Engineer shall notify HCPHC of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on HCPHC's and applicable Contractor's general liability policies of insurance.

D. The HCPHC must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

E. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to HCPHC that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

F. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged

[1] For clarification as referenced in part E. of the Main Agreement, HCPHC will maintain the above, but will not add Engineer as Additional Insured, nor does HCPHC's coverage apply to the project at hand.

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by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

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EXHIBIT I—EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—OMITTED

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EXHIBIT J—EXHIBIT I—OMITTED

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EXHIBIT K—APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

8"x11" Copies/Impressions	at cost
Copies of Drawings	at cost
Laboratory Testing	at cost

Attachment: RESOLUTION# 20210614-01 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENTWITH NEEL SCHAFFER FOR

EXHIBIT L—APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

B. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.

3. The Standard Hourly Rates are subject to annual adjustment.

C. Schedule: Hourly rates for services performed on or after the date of the Agreement are as shown on attached Neel-Schaffer, Inc. 2021 Rate Schedule for Professional Services.

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EXHIBIT L

NEEL-SCHAFFER, INC.
2021 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-7, P-8, P-9	Officer, Senior or Engineer Manager/Professional IV/Survey Manager	$205.00
P-6	Senior Project Manager/Professional III	$185.00
P-5	Project Manager/Professional II	$150.00
P-4	Professional I	$135.00
P-1, P-2, P-3	Professional Intern	$115.00
T-6	Senior Certified Engineering Technician	$150.00
T-5	Certified Engineering Technician/Supervisory Technician	$130.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	$115.00
T-3	Technician III/Inspector III//Survey Crew Chief	$105.00
T-2	Technician II/Inspector II/Survey Instrument Person	$90.00
T-1	Technician I/Inspector I/Survey Assistant	$80.00
T-1	Student Intern	$45.00
A-4	Senior Administrative	$80.00
A-3	Senior Clerical	$75.00
A-2	Clerical	$65.00
A-1	Assistant Clerical	$50.00
	Three-Member Survey Party	$205.00
	Two-Member Survey Party	$160.00
	One-Member Survey Party	$125.00

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	$0.575/mile
Traffic Counter/Video Monitor	$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.
Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 3 OF 4: TASK ORDER FORM

TASK ORDER NO. [___]

This is Task Order No. **[_____]**, consisting of 8 pages.

Guidance Notes

1. For each specific Task Order, modify this form as to scope, compensation, schedule, baseline information, and other key items. Where the services of the Engineer involve activities under other related Task Orders, those Specific Projects should be identified in this Task Order.
2. For additional discussion regarding the use of this Task Order Form, see the Guidelines for Use section that precedes the text of the Main Agreement.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **[date]**, Owner and Engineer agree as follows:

ARTICLE 2—TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	
c.	Engineer:	
d.	Specific Project (title)	
e.	Specific Project (description):	
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

ARTICLE 3—BASELINE INFORMATION

Guidance Notes – Baseline Information

1. Inherent in establishing the scope of Engineer's services for a specific Task Order is clearly defining the nature of the facility or facilities to be studied, planned, designed, or built, to the extent known at the time the Task Order is issued. Providing such information creates a mutual understanding by the parties as to the services that will be needed, as well as the level of effort and time (and thus cost) required to deliver those services. To accurately establish the scope of services, it is almost always in the best interest of both the Owner and the Engineer when the Owner provides as much detailed baseline information regarding the facilities as is reasonably available.

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2. If known, the baseline information regarding the physical improvements to be designed should include important controlling features, assumptions, and limitations that may affect Engineer's services. The information may be expressly stated below or by reference to external sources, such as requests for proposal or actual proposals, both of which often contain project descriptions.

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information.

1. Here insert relevant information about the Specific Project, either directly or by reference, to the extent known and necessary to give context to the Engineer's services that are specified in Exhibit A.
2. Below are some suggested or sample categories of information that may have been furnished to Engineer as baseline information about the Specific Project. Other categories may be relevant to the specific engagement.
3. In Paragraph 6.09.A of the Main Agreement the Owner represents that no Constituents of Concern, other than those disclosed to Engineer, exist at or adjacent to the Site. Such disclosures may be made here; and any specific exception to the Owner's representation should be addressed here or elsewhere in the Task Order.
4. Note that the term "Specific Project" is broadly defined; in most cases it will be sufficient here to describe information relevant to those portions of the Specific Project within Engineer's scope of services.

Specific Project Title: _____

Type and Size of Facility: _____

Description of Improvements: _____

Expected Construction Start: _____

Prior Studies, Reports, Plans: _____

Facility Location(s): _____

Current Specific Project Budget: _____

Funding Sources: _____

Known Design Standards: _____

Known Specific Project Limitations: _____

Specific Project Assumptions: _____

Other Pertinent Information: _____

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ARTICLE 4—SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following options and delete the others.]

☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. **[Attach a scope of services exhibit labeled "Exhibit A." This exhibit will often be based on E-505's published Exhibit A to Task Order, as modified for the specific Task Order; or at the user's option the exhibit may consist of an attached custom-drafted scope of services, or a scope of services set out in a separate document such as a letter or proposal.]**

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

Notes to User

1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A for this Task Order (or state "Does not apply" or similar), or in any other scope of services text or document.
2. Modify Exhibit D to Task Order to suit this specific Task Order, and attach the modified document.

C. Resident Project Representative (RPR) Services:

1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.

D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, **[if more clarity is needed, identify specific situations qualifying as additional effort, such as those described in Exhibit A to Task Order, Paragraph 2.01]** are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

ARTICLE 5—DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

ARTICLE 6—ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **[State any supplementary Owner responsibilities applicable to this Task Order here.]**

Attachment: RESOLUTION# 20210614-01 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENTWITH NEEL SCHAFFER FOR

ARTICLE 7—TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Indicate "Not Applicable" if the schedule in Exhibit B, as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment

ARTICLE 8—ENGINEER'S COMPENSATION

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Notes to User

1. Delete line items that do not apply to this Task Order.
2. For each line item indicate either "Lump Sum," "Direct Labor," "Hourly Rates" or other method as the Basis of Compensation.
3. Revise, if necessary, with descriptions of key phases or subtasks, or cross-reference to Exhibit A to Task Order or other scope of services as appropriate.
4. In the typical Task Order many of the line items under Item 1, Basic Services, will be governed by a single Basis of Compensation; however, it is not unusual to have some variation in compensation methods among the services, so the table allows the user to establish specific bases of compensation for each of the various Basic Compensation phases or subtasks (1.a and following.) Add or remove subtask items as needed.
5. If compensation for a phase or subtask of Engineer's services will vary if the construction contractor extends its time at the site, then the information furnished in the asterisked note at the end of the table will serve as the baseline for a possible adjustment of compensation.

Description of Service	Amount	Basis of Compensation
1. Basic Services	$[ ]	[ ]
a. Phase or Subtask 1	$[ ]	[ ]
b. Phase or Subtask 2	$[ ]	[ ]
c. Phase or Subtask 3	$[ ]	[ ]
d. Phase or Subtask 4*	$[ ]	[ ]
2. Resident Project Representative Services*	$[ ]	[ ]

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TOTAL COMPENSATION Not To Exceed (items 1 and 2)	$[ ]	
3. Additional Services under Section 2.D above Not To Exceed	(N/A)	[ ]

*Based on a **[number]**-month continuous construction period.

C. Estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. Compensation is based on Time and Material and shall not exceed total amount stated above unless approved in writing by the Owner

ARTICLE 9—ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. **[Identify primary Subconsultants]**

ARTICLE 10—EXHIBITS AND ATTACHMENTS:

A. Exhibit A to Task Order—Engineer's Services Under Task Order

B. Exhibit B to Task Order—Task Order Deliverables Schedule

C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order

D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)

E. Other:

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:	**ENGINEER:**
By: HANCOCK COUNTY PORT AND HARBOR COMMISSION	By:
Print Name: WILLIAM P. COTTER	Print Name:
Title: CEO	Title:
	Engineer's License or Firm's Certificate No. (if required):
	State of:
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: JAMES BURAS	Name:
Title: DIRECTOR OF PUBLIC WORKS	Title:
Address: 14054 Fred & Al Key Road | Kiln, MS 39556	Address:
E-Mail Address: JBURAS@HCPHC.MS	E-Mail Address:
Phone: (228) 467-9231 (ext. 24)	Phone:
Date: 5-28-21	Date:

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OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 4 OF 4: EXHIBITS TO TASK ORDER

EXHIBITS TO TASK ORDER

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EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

EXHIBIT F—RESERVED

EXHIBIT G—RESERVED

EXHIBIT H—RESERVED

EXHIBIT I—RESERVED

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Guidance Notes—Preparing Exhibit A for the Specific Project

1. As published, Exhibit A, Engineer's Services Under Task Order, contains a comprehensive scope of services, starting with Study and Report Phase services and continuing through Preliminary Design, Final Design, Construction Phase services, Post-Construction services, and potential Additional Services. For each specific Task Order, Owner and Engineer should carefully review and modify Exhibit A to reflect the needs of the Specific Project. In some cases this may entail supplementing the published provisions with more specific or detailed descriptions of services. In other cases the parties may substantially trim the scope of services, for example by narrowing the scope to Study and Report Phase services only, or by reducing the Engineer's role during construction.

2. Even when most of Exhibit A as published is retained, the user will note that there are many places in which it is necessary to furnish Task Order-specific information, as indicated by notes and prompts.

3. Exhibit A as published is coordinated with the Main Agreement and its exhibits, the Task Order Form, and the other Task Order exhibits; and also with the terms and provisions of related EJCDC documents, most notably with the content of EJCDC® C-700 2018, Standard General Conditions of the Construction Contract, and the other 2018 Construction Series documents. When supplementing or revising Exhibit A for use as an exhibit to a specific Task Order, the user should take care to preserve this coordination, by using consistent terminology, and by noting and addressing any divergence between Engineer's duties in Exhibit A (as modified) and in other sections of the Agreement or related documents such as C-700.

4. As an acceptable alternative to basing the scope of Engineer's services on Exhibit A as published, some users prefer to substitute a customized scope of services document. The customized scope of services document may be based on the content of Engineer's proposal to provide services, on Owner's specific procurement and construction processes, or on highly specialized descriptions of services. When a customized scope of services is used (as an alternative to basing the scope on Exhibit A as published), the user should take additional precautions to assure coordination of duties, requirements, and terminology within the Agreement, and with respect to related documents.

5. This Exhibit has been drafted in anticipation of use with a Task Order under a Specific Project. (See definition of "Specific Project" in the Main Agreement, Paragraph 7.01.A.) If the term "Project" is used alone, it should be construed as applying to that Specific Project, unless by context, the use plainly refers

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to a project or program of which the Specific Project is only a part. Care should be exercised in editing the exhibit to use the term "Specific Project" unless a different concept is intended.

6. This Exhibit A, Engineer's Services Under Task Order, differs from the Exhibit A ("Engineer's Services) that accompanies EJCDC® E-500 in two significant respects: (a) E-500's Exhibit A begins with a Baseline Information section. In this document, the Baseline Information section has been relocated to the Task Order Form. (b) E-500's Exhibit A contains a complete Management of Engineering Services section. In this document, the Management of Engineering Services provisions have been relocated to Paragraph 1.03 in the Main Agreement; this is noted in Paragraph 1.01 below.

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

Guidance Notes—Quantification of Certain Services

1. This Exhibit includes numerous services that, depending on the nature of the Task Order, will likely be provided on multiple occasions, for repetitive activities, or recurring periods or intervals. Examples are progress meetings, responding to requests for information or interpretation (RFI), reviewing Bidder or Contractor "or equals" or substitution requests, and processing Change Proposals.

a. Because the quantity of such repetitive activities is wholly dependent upon the needs of the Project, no single or "standard" specified quantity is offered here.

b. The general approach of this Exhibit is that Engineer's Basic Services include a reasonable number of such repetitive activities, unless a bracketed selection or option is provided.

c. Excessive quantities of repetitive activities are typically handled as Additional Services.

d. The parties may desire specificity as to the quantity of any repetitive service to be provided, both to assure the Owner as to the number of such activities to be included and to facilitate budgeting for Basic Services. Anywhere in this Exhibit A that a repetitive service is stated, the parties may modify the wording to define a specific quantity for the service to be included as a Basic Service.

ARTICLE 11—BASIC SERVICES

11.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

11.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:

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1) **[List the specific potential solutions to be studied and evaluated here]**.

b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.

6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.

9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.

10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."

11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.

12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established

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thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

13. Utilities, including Underground Facilities

a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.

b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.

c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.

d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.

e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.

1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).

a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.

b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

16. Perform or provide the following other Study and Report Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

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18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

Guidance Notes—Preliminary Design Phase

1. In the Preliminary Design Phase, all major decisions on the Specific Project's scope, extent, design criteria, and quality should be finalized, and a preliminary design (usually including preliminary drawings and a preliminary list of expected specifications) established. The Preliminary Design Phase should fully set the stage for development of the final Drawings, Specifications, and other Bidding Documents.

2. The suggested report content included in Exhibit A for the Study and Report Phase (Exhibit A Paragraph 1.02 above) and the Preliminary Design Phase (Exhibit A Paragraph 1.03 below) are general guides to elements and subject matter often contained in such reports, and may be either more or less comprehensive than what is needed to establish the scope of Engineer's services for the Specific Project.

3. As with all of Exhibit A, the scope for report content is intended to be customized for each particular Specific Project.

4. Many owners, funding agencies, and regulatory authorities have published report guidelines that may be good resources for establishing a report scope. For example, the United States Department of Agriculture, Rural Development (USDA/RD), has developed a template for preliminary engineering reports (PER) which may also be useful guidance for projects without USDA/RD involvement.

5. Often in engineering projects, the interim design submittals are labeled as 30%, 60%, 90%, and 100%, or other percentages based on owner usage, to indicate level of completeness of the overall design. These can be misleading labels, as level of completeness is not easily measured in objective metrics, and, on multidiscipline projects (the rule, not the exception), not all disciplines are at the same level of completeness at every design submittal. EJCDC does not use the percentage system to define design completion status, but as an approximate reference for users who are accustomed to percentages, completion of Engineer's services in the Preliminary Design Phase roughly corresponds to 30% design completion.

6. The Preliminary Design Phase services that follow include specific obligations with respect to utilities at the Site. These should be carefully reviewed and modified as necessary to conform to practices and Laws and Regulations applicable to the Specific Project.

11.03 Preliminary Design Phase (30%)

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Specific Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution,

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related Specific Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the following format: **[specify the format that is appropriate to the scope of the design and sufficient for Owner's purposes—ranging from a consolidated and comprehensive narrative report to an assemblage of required documents]**.

4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:

a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").

b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.

c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.

d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.

e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

f. Revised opinions of probable Construction Cost.

g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;

h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.

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i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.

j. Other matters and information pertinent to addressing the Specific Project Goals.

5. In preparing the Preliminary Design Phase Report, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.

6. Visit the Site as needed to prepare the Preliminary Design Phase Report.

7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

8. Above-Ground Utilities

a. Review above-ground utilities information obtained from Owner and from observations at the Site.

b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

9. Underground Facilities

a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.

b. Such Underground Facilities Procedure must take into account the Site and the nature of the Specific Project.

c. Use the Underground Facilities Procedure to aid in the performance of design services:

1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.

2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.

3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts

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with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.

c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.

b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.

13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.

Notes to User—If Engineer will have limited or no involvement in preparing Bidding/Proposal Documents or Front-End Construction Contract Documents, modify the following paragraph. See Guidance Note 3 at Exhibit A Paragraph 1.04.

14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents, and any other related documents or content for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

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b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.

b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.

16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

11.04 Final Design Phase (60%, 90% and 100%)

Guidance Notes

1. In the Final Design Phase, the Engineer prepares the final Drawings and Specifications. In many cases the Engineer will also prepare or assist in the preparation (by Owner or others) of the bidding and contracting documents.

2. As noted above with respect to the Preliminary Design Phase, in Guidance Note 5, immediately preceding Exhibit A Paragraph 1.03 above, it is common to refer to interim design submittals as 30%, 60%, 90%, and 100%, to indicate the level of completeness of the overall design. Although EJCDC does not use these percentage labels (for the reasons stated in the cited Guidance Note 5 above), for reference purposes the Engineer's completion of the Preliminary Design Phase should bring the design to roughly 30% completion. The first draft referred to here in the Final Design Phase (1.04.B.1) is a rough equivalent of 60% completion; the second draft (1.04.B.2) may be thought of as roughly 90% completion; and the third and final draft (1.04.B.3) as 100% completion.

3. Some owners prefer to handle the preparation of construction procurement (by bidding or other selection methods) and the construction contract documents (together commonly referred to as "Division 00" under the Construction Specifications Institute (CSI) MasterFormat™) with little or no involvement by

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the Engineer, other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents. Instead, such owners rely either on their own in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, modify the requirements of Exhibit A Paragraph 1.04.D, regarding Bidding/Proposal Documents and Construction Contract Documents, as well as the contents of Article 2, Owner's Responsibilities, to fit the requirements of the specific engagement.

4. This exhibit has been coordinated for use with the 2018 EJCDC Construction Documents. When other bidding and contract documents will be used on the Specific Project, it is important for the Owner and Engineer to carefully coordinate the Engineer's authority, responsibilities, and scope of services (especially during construction) under such other forms with the provisions of Exhibit A. If the final bidding and contract requirements are not known at the time of the execution of the agreement, some modifications to the Agreement may be needed during the review by the parties under the Construction Phase services in Exhibit A Paragraph 1.06.A.

A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **[Enter number of contracts]**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

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Notes to User—The number of interim drafts of the Drawings and Specifications (design documents) to be delivered to Owner during the Final Design Phase will vary, depending on Specific Project needs and complexity. The following paragraphs and the associated Exhibit B, Deliverables Schedule, assume delivery of two interim drafts of the design documents during this Phase, followed by delivery of the final Drawings and Specifications—edit to add or remove interim deliveries based on the needs of the Specific Project. Consider adding detail regarding the criteria, objectives, and characteristics of the interim submittals; and note any exceptions to the requirement to include all Drawings and Specifications in each interim delivery.

1. First Final Design Phase draft of all Drawings and Specifications.

2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.

3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.

C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.

D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Template documents will be provided by owner.

2. When Engineer is required to use other than the documents provided by owner, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:

1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.

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F. Engineer shall perform or furnish the following other Final Design Phase services:

Notes to User—It may be prudent to specify the number of site visits, especially if field verification of existing facilities is necessary.

1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

2. Assist with or prepare applications for permits and approvals, as follows:

a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.

b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project:

1) **[identify specific permit or approval applications]**.

c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.

d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.

e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Specific Project and receive the agency's comments on the application.

g. Engineer does not guarantee issuance of any required permit or approval.

h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.

4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

a. First draft design review meeting at Owner's office.

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b. Second draft design review meeting at Owner's office.

c. **[Indicate others as appropriate for the Specific Project]**.

d. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.

8. Perform or provide the following other Final Design Phase activities or deliverables:

a. **[List any such tasks or deliverables here]**.

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

11.05 Bidding/Proposal Phase

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.

a. **Bid documents will be distributed via Owner's planroom at www.portairspacework.com**

b. **Electronic bids will be received at www.portairspacework.com.**

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.

4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

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5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.

6. Consult with Owner as to the qualifications of prospective contractors.

7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:

a. Coordinate with outside funding sources on funding requirements and documentation required with bids

b. Provide grant scope modifications if necessary

10.The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

11.06 Construction Phase

A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.

1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified

2. Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in Standard General Conditions of the Construction Contract or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2)

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identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. Resident Project Representative (RPR): Engineer will provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. **[If Engineer will not be providing RPR services under the specific Task Order, then delete this Paragraph 3 by inserting the word "DELETED" after the paragraph title; do not include Exhibit D as an exhibit to the specific Task Order; and do not include RPR compensation in Paragraph 7 of the Exhibit specific Task Order.]**

3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.

4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

5. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. Schedules: Receive, review, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

a. Schedules will be acceptable to Engineer as to form and substance:

1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

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3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

10. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

Notes to User—To the extent that the parties may want to better quantify the number of actual visits for budgeting or quality assurance purposes, it may be advisable to insert at the beginning of Paragraph 11.a an agreed-upon frequency of Engineer's site visits, e.g. "at approximately weekly intervals during periods of active construction" in lieu of the more general "intervals appropriate to the various stages of construction."

a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

11. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the

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scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

12. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

13. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

14. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

15. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

16. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

17. Change Proposals and Claims

a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

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18. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

19. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

20. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

21. Inspections and Tests

a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

22. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations

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of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

23. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

24. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

25. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

26. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is

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acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

27.Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

11.07 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 12—ADDITIONAL SERVICES

12.01 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

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1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items;

b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;

c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer’s services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties’ entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer’s services will be part of Basic Services.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).

7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally

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required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

11.To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

12.Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

12.02 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.

7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

8.

9. Undertaking investigations and studies including, but not limited to:

a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

b. detailed consideration of operations, maintenance, and overhead expenses;

c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

d. preparation of appraisals;

e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

f. detailed quantity surveys of materials, equipment, and labor; and

g. audits or inventories required in connection with construction performed or furnished by Owner.

10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

12. Providing the following services:

a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.

b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).

14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

17. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.

18. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and

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services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

19. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

20. Preparation of operation, maintenance, and staffing manuals.

21. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.

22. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).

23. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.

24. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

25. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

26. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT N—EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Guidance Notes—Preparing Exhibit B for the Specific Project

1. Exhibit B, Task Order Deliverables Schedule, provides a framework for preparing a schedule for Engineer's progress in performing and completing services. It also allows the user to identify related schedule obligations of Owner—for example, the scheduled "turnaround time" for reviewing a specific set of draft documents and providing comments to Engineer. The sample action items in the table in Exhibit B, as published, are based on the scope of engineering services in Exhibit A, as published. EJCDC contemplates that most users will make changes to Exhibit A: corresponding changes should then be made here in Exhibit B.

2. Many users will replace the sample table with a customized progress schedule, perhaps taken from a proposal, or prepared in another format. When this approach is taken, be sure to coordinate the contents of the schedule with Exhibit A, as modified for the Specific Project. Cross-references to specific provisions of the scope document are typically useful in tying the two exhibits together—see Column 3 below.

3. The last three items in the Task Order Deliverables Schedule, as published, are for possible use if Exhibit A requires the delivery of Documents by Engineer in the Bidding/Proposal Phase, Construction Phase, or Post-Construction Phase. If any of these items are used, it may also be appropriate to add a related entry for Owner's review and acceptance of the deliverables, or for other actions.

4. This schedule is focused on the delivery and review of Documents. As part of its services, Engineer will develop and submit an Engineering Services Schedule that will be consistent with the Deliverables Schedule, but will address a broader range of activities. See Exhibit A Paragraph 1.01.A.1.

5. Careful preparation of the Deliverables Schedule, and compliance with the schedule it establishes, will typically have a significant beneficial impact on project success.

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph and table.

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **3** review copies of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within **[number]** days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within **[number]** days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit **3** copies of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within **[number]** days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Submit **3** review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within **[number]** days of Owner's authorization to proceed with Preliminary Design Phase services.

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Party	Action	Exhibit A Reference	Schedule
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within **[number]** days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **3** copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within **[number]** days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **3** copies of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within **[number]** days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within **[number]** days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit **3** copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within **[number]** days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit **3** of copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within **[number]** days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit **3** copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within **[number]** days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within **[number]** days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit to Owner: **3** copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and **3** of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2; 1.04.G.3	Within **[number]** days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit **3** copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within **[number]** days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit **3** copies of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.B.26.a to Owner.	1.06.B.26.a	Within **[number]** days of **[applicable benchmark event such as commencement of the Construction Contract Times]**
Engineer	Submit **3** copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	1.07.A.3.a	Within **[number]** days of Substantial Completion.

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EXHIBIT O—EXHIBIT C—RESERVED

Guidance Notes—Exhibit C

1. See Exhibit C—Amendment to Main Agreement, in E-505 Part 2 of 4: Exhibits to Main Agreement.

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EXHIBIT P—EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

ARTICLE 13—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Main Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

13.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. The RPR will provide full-time representation **[revise if representation will be less than full time]**.

C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

13.02 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings, Samples, and other Submittals

a. Receive Samples that are furnished at the Site by Contractor.

b. Receive Contractor-approved Shop Drawings.

c. Receive other Submittals from Contractor.

d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. Review of Work; Defective Work

a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

Attachment: RESOLUTION# 20210614-01 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENTWITH NEEL SCHAFFER FOR

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting

Attachment: RESOLUTION# 20210614-01 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENTWITH NEEL SCHAFFER FOR

particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14.Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15.Completion

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

13.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

Attachment: RESOLUTION# 20210614-01 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENTWITH NEEL SCHAFFER FOR

EXHIBIT Q—EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

Notes to User

1. Exhibit A Paragraph 1.06.B.27 indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations, including those set forth in the form for that purpose, which is attached in Exhibit E, "EJCDC® C-626, Notice of Acceptability of Work." That form is attached on the following pages of this Exhibit E. The C-626 form included here is published by EJCDC as part of the 2018 Construction Series.

2. This Notice of Acceptability of Work is the "written notice" referred to in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.06.C.

3. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 18.01, Giving Notice.

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of

Attachment: RESOLUTION# 20210614-01 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENTWITH NEEL SCHAFFER FOR

responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

Attachment: RESOLUTION# 20210614-01 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENTWITH NEEL SCHAFFER FOR

EXHIBIT R—EXHIBIT F—RESERVED

Guidance Notes—Exhibit F

1. See Exhibit F—Electronic Documents Protocol (EDP), in E-505 Part 2 of 4: Exhibits to Main Agreement.

Attachment: RESOLUTION# 20210614-01 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENTWITH NEEL SCHAFFER FOR

EXHIBIT S—EXHIBIT G—RESERVED

Guidance Notes—Exhibit G

1. See Exhibit G—Insurance, in E-505 Part 2 of 4: Exhibits to Main Agreement.

EXHIBIT T—EXHIBIT H—RESERVED

Guidance Notes—Exhibit H

1. See Exhibit H—Dispute Resolution, in E-505 Part 2 of 4: Exhibits to Main Agreement.

Exhibit H Omitted.

Attachment: RESOLUTION# 20210614-01 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENTWITH NEEL SCHAFFER FOR

EXHIBIT U—EXHIBIT I—RESERVED

Guidance Notes—Exhibit I

1. See Exhibit I—Limitations of Liability, in E-505 Part 2 of 4: Exhibits to Main Agreement.

Exhibit I Omitted

Attachment: RESOLUTION# 20210614-01 AUTHORIZING EXECUTION OF THE MASTER SERVICES AGREEMENTWITH NEEL SCHAFFER FOR

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 14, 2021
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20210614-03
	JUNE 14, 2021 DOCKET

ATTACHED:
17-JUNE 14, 2021

Attachment: RESOLUTION# 20210614-03 JUNE 14, 2021 DOCKET (8311 : HCPHC June 14, 2021 Claims Docket.)

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210614-03

Claims Docket

BE IT RESOLVED, that the June 14, 2021 claims dockets be and they are hereby approved for payment;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

PASSED and APPROVED this 14th day of June 2021.

RESULT:	**CARRIED AS AMENDED [UNANIMOUS]**
MOVER:	Paula Jordan, Vice President
SECONDER:	Bob Swanson, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
17-JUNE 14, 2021

Attachment: RESOLUTION# 20210614-03 JUNE 14, 2021 DOCKET (8311 : HCPHC June 14, 2021 Claims Docket.)

HANCOCK COUNTY PORT & HARBOR COMMISSION
G O DOCKET
JUNE 14, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	AGJ SYSTEMS & NETWORKS INC.	IT SUPPORT/E-MAIL/ANTI-SPAM	$ 3,335.50
2	ALL SAFE TECHNOLOGIES	DOOR ACCESS ADMIN SUBSCRIPTION JUN TO SEPT	$ 100.00
3	ALMOST HOME L.L.C.	ECONOMIC DEVELOPMENT/AIRPORT LUNCHEON	$ 908.60
4	BLUE CROSS BLUE SHIELD OF MISSISSIPPI	MEDICAL INSURANCE	$ 22,432.29
5	BXS INSURANCE	FY 2020 WORKERS COMP AUDIT	$ 877.47
6	CLAY FIRM	GOVERNMENT RELATIONS & CONSULTING	$ 2,041.00
7	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 480.40
8	COMMUNITY COFFEE COMPANY, LLC	COFFEE SERVICE	$ 129.60
9	FEDEX	POSTAGE	$ 51.37
10	FLEXCARE	TELEHEALTH VIRTUAL DOCTOR	$ 88.50
11	GIS PLANNING, INC	ZOOM PROSPECTOR ENTERPRISE APR-OCT 2021	$ 1,500.00
12	INFINISOURCE, DBA ISOLVED	MEDICAL HRA PLAN	$ 1,109.76
13	INTERNAL REVENUE SERVICE	PAYROLL TAXES	$ 13,955.16
14	KILN UTILITY & FIRE DISTRICT	MONTHLY UTILITIES	$ 91.64
15	METLIFE INSURANCE	INSURANCE	$ 3,623.05
16	MS STATE TAX COMMISSION	PAYROLL TAXES	$ 5,047.00
17	PERS OF MISSISSIPPI	PERS PAYMENT	$ 25,619.94
18	PONDER, JACE	TRAVEL REIMBURSEMENT	$ 49.22
19	R J YOUNG COMPANY, LLC	COPIER RENTAL/USAGE	$ 518.41
20	RAILROAD CT-1 TAXES	PAYROLL TAXES	$ 9,203.40
21	RAILROAD WEEK IN REVIEW	SUBSCRIPTION	$ 350.00
22	RANKIN & ASSOCIATES	MONTHLY PAYROLL PROCESSING	$ 580.00
23	RANKIN & ASSOC PAYROLL ACCOUNT	MONTHLY PAYROLL	$ 54,137.07
24	S & L OFFICE SUPPLIES	OFFICE & CUSTODIAL SUPPLIES	$ 189.51
25	WALKER, MADELINE	TRAVEL REIMBURSEMENT	$ 51.41
26	WARD, ALINE M.	COMMISSION MEETING	$ 195.60
27	WASTE MANAGEMENT, INC	DUMPSTER SERVICE	$ 126.65
28	WHITNEY BANK CREDIT CARD CENTER	SEE ATTACHED	$ 683.75
		TOTAL GO DOCKET:	$ 147,476.30

Attachment: RESOLUTION# 20210614-03 JUNE 14, 2021 DOCKET (8311 : HCPHC June 14, 2021 Claims Docket.)

HANCOCK COUNTY PORT & HARBOR COMMISSION
RAILROAD DOCKET
JUNE 14, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	A to Z MECHANICAL SERVICES, LLC	R&M-LOCOMOTIVE AXELS	$ 7,885.00
2	CANON FINANCIAL SERVICES, INC.	COPIER RENTAL/USAGE	$ 187.05
3	CAR PARTS CENTER / CAR QUEST, INC	R&M-TRUCK OIL, FILTERS, & WHEEL BEARING	$ 459.28
4	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 292.30
5	DAVISON FUELS, INC	SUPPLIES-FUEL	$ 2,154.00
6	FASTENAL	SAFETY SUPPLIES	$ 1,988.51
7	HELENA AGRI-ENTERPRISE, LLC	SUPPLIES-HERBICIDES	$ 3,202.00
8	JOHN DEERE FINANCIAL	GATOR REPAIR	$ 172.63
9	KIRK'S WHEEL & TIRE PROS	R&M-TIRES FOR 2017 DODGE	$ 770.00
10	LOWES HOME CENTERS, INC	ELECTRICAL SUPPLIES	$ 480.13
11	NORFOLK SOUTHERN RAILWAY CO.	CAR HIRE, MARCH	$ 45.77
12	SOUTHEAST MOTIVE POWER LLC	R&M-LOCOMOTIVE INSPECTIONS	$ 5,200.00
13	SOUTHEAST MOTIVE POWER LLC	R&M-LOCOMOTIVE REPAIRS	$ 3,861.14
14	WASTE MANAGEMENT, INC	DUMPSTER SERVICE	$ 78.00
15	WHITNEY BANK CREDIT CARD CENTER	SEE ATTACHED	$ 1,574.01
		TOTAL OPERATING EXPENSE:	$ 28,349.82
		CAPITAL PROJECTS	
16	NEEL-SCHAFFER, INC.	RR2101, TAIL TRACK UPGRADE RR2103, 2021 ROCK & TIMBER	$ 10,155.48
		TOTAL CAPITAL EXPENSE:	$ 10,155.48
		TOTAL RAILROAD DOCKET:	$ 38,505.30

Attachment: RESOLUTION# 20210614-03 JUNE 14, 2021 DOCKET (8311 : HCPHC June 14, 2021 Claims Docket.)

HANCOCK COUNTY PORT & HARBOR COMMISSION
INDUSTRIAL PARK DOCKET
JUNE 14, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	AGJ SYSTEMS & NETWORKS INC.	EQUIPMENT-INSTALL WIFI NETWORK	$ 3,162.50
2	AGJ SYSTEMS & NETWORKS INC.	EQUIPMENT-WIFI NETWORK HARDWARE	$ 5,530.37
3	ATLANTIC MARINE BROKERS	R&M-PORT SECURITY VESSEL INSPECTION	$ 300.00
4	BXS INSURANCE	HUNTING LEASE LIABILITY INSURANCE	$ 2,080.65
5	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 884.94
		TOTAL OPERATING EXPENSE:	$ 11,958.46
		TOTAL PORT DOCKET:	$ 11,958.46

Attachment: RESOLUTION# 20210614-03 JUNE 14, 2021 DOCKET (8311 : HCPHC June 14, 2021 Claims Docket.)

HANCOCK COUNTY PORT & HARBOR COMMISSION
STENNIS INTERNATIONAL AIRPORT DOCKET
JUNE 14, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	CAR PARTS CENTER / CAR QUEST, INC	SUPPLIES-OPERATING	$ 1,008.80
2	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 8,713.60
3	COASTAL HARDWARE & RENTAL CO, INC	R&M-BUILDING/SUPPLIES-GROUNDS	$ 94.10
4	DEEP SOUTH LAND MANAGEMENT LLC	LAND CLEARING & MULCHING ROW	$ 9,900.00
5	FUELMAN	SUPPLIES-FUEL	$ 552.56
6	KILN UTILITY & FIRE DISTRICT	MONTHLY UTILITIES	$ 874.50
7	NAFECO	ARFF BREATHING APPARATUS	$ 5,684.85
8	RAINBOW SPRING WATER, INC	BOTTLED WATER	$ 68.97
9	R J YOUNG COMPANY, LLC	COPIER RENTAL/USAGE	$ 137.03
10	SHERWIN-WILLIAMS CO.	R&M-FUEL FARM & LIGHT VAULT PAINT	$ 755.65
11	WALMART - CAPITAL ONE	SUPPLIES-UNIFORM PANTS/EQUIPMENT-TV	$ 1,011.38
12	WASTE MANAGEMENT, INC	DUMPSTER SERVICE	$ 330.00
13	WHITNEY BANK CREDIT CARD CENTER	SEE ATTACHMENT	$ 704.19
		TOTAL OPERATING EXPENSE:	$ 29,835.63
		CAPITAL PROJECTS	
14	AIRPORT & AVIATION APPRAISALS, INC	AP2106, PACKAGING HANGAR AP2107, PROJECT HANGARS	$ 6,250.00
15	BALCH & BINGHAM LLP	AP2106, PACKAGING HANGAR AP2107, PROJECT HANGARS	$ 350.00
16	DRACE CONSTRUCTION CORPORATION	AP1701, HANGAR PHASE II	$ 409,797.02
17	KUTCHINS & GROH, LLC	AP2004, 846 ACRES SITE DEVELOPMENT	$ 2,500.00
18	NEEL-SCHAFFER, INC.	AP1805, MULT-USER AIR STRIP AP2109, 5 BAY HANGAR	$ 1,391.97
19	SEA COAST ECHO	AP2108, RUNWAY CENTER LINE REPAIR	$ 184.06
20	VALBRIDGE PROPERTY ADVISORS	AP2106, PACKAGING HANGAR AP2107, PROJECT HANGARS	$ 2,250.00
		TOTAL CAPITAL EXPENSE:	$ 422,723.05
		TOTAL AIRPORT DOCKET:	$ 452,558.68

Attachment: RESOLUTION# 20210614-03 JUNE 14, 2021 DOCKET (8311 : HCPHC June 14, 2021 Claims Docket.)

CREDIT CARD RECAP

(WHI01) **WHITNEY BANK** 05/27/21 closing date **# 2021-05**

PAID FROM EACH FUND ACCT Due 06/22/21

PAY ON-LINE FROM WHITNEY BANK WEBSITE

if not paid before due date, it will auto deduct from bank

FOR JUNE 2021 DOCKET

		cost:			code to:	code description:
J. CAROTHERS CHARGES 0346						
05/27/21	HANCOCK WHITNEY	35.00	ANNUAL FEE	ED	6090-35	FEES
	35.00 TOTAL					
T. LADNER CHARGES 0923						
05/04/21	STAMPS.COM	17.99	RECURRING MONTHLY CHARGE FOR USING STAMPS.COM (NO RECEIPT)	GO	5020-20	POSTAGE
05/04/21	AMAZON	179.00	ROLLED BLUEPRINT FILE HOLDER STORAGE CONTAINER PO 2021-202	GO	5070-20	OFFICE SUPPLIES
05/06/21	NAME TAG COUNTRY.COM	14.20	METAL NAME TAG FOR JACE PONDER PO-2021-228	GO	5070-20	OFFICE SUPPLIES
05/06/21	VISTA PRINT.COM	29.99	JACE PONDER BUSINESS CARDS PO 2021-227	GO	5070-20	OFFICE SUPPLIES
05/17/21	PANINI NORTH AMERICA	385.44	BANK CHECK DEPOSIT MACHINE	GO	5070-20	OFFICE SUPPLIES
05/21/21	AMAZON	22.13	IPAD CASE FOR BOB MARTIN PO 2021-250	GO	5070-20	OFFICE SUPPLIES
	648.75 TOTAL GO					
05/07/21	ALL PHASE	112.49	EMERGENCY REPAIR PAPI LIGHTS ON RUNWAY PO 2021-231	AP	6200-25	AIRFIELD MAINT
05/14/21	AMAZON	299.99	STROBE LIGHT BAR FOR SWEEPER TRUCK PO 2021-233	AP	6240-25	VEHICLE MAINT
	412.48 TOTAL AP		**PAY FROM AIRPORT**			
	1,061.23 TOTAL					
S. LAFONTAINE CHARGES 5684						
04/28/21	AMAZON	(23.99)	RETURNED 4/19/21 IPAD CASES	RR	5070-20	OFFICE SUPPLIES
05/06/21	NATIONAL RAILROAD SAFETY	1,598.00	FRA TRACK SAFETY TRAINING CLASS. OLIVER, MARCUKAITIS 6/29-7/2	RR	6420-65	TRAINING
	1,574.01 TOTAL					
C. WATSON CHARGES 0120						
05/03/21	JET A WAY CAFÉ, KILN	46.71	LUNCH MEETING WITH NOARC. CHANSE, JANEL, BLAINE	AP	6030-20	LOCAL INDUSTRY
05/03/21	AAAE	245.00	UNMANNED AIRCRAFT SYSTEMS CONFERENCE 12/1-2/20 PO 2021-217	AP	6430-20	CONFERENCE
	291.71 TOTAL					

PAID ON-LINE DATE 6/7/21

683.75	PAID FROM GO
1,574.01	PAID FROM RR
-	PAID FROM IP
704.19	PAID FROM HSA
2,961.95	TOTAL PAYMENT
2,961.95	STATEMENT AMOUNT

2,961.95 total from above

CEO signature & date

Attachment: RESOLUTION# 20210614-03 JUNE 14, 2021 DOCKET (8311 : HCPHC June 14, 2021 Claims

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 14, 2021
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20210614-04
	AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO REPLACE GREAT PLAINS, VISUAL LEASE, TERRAPIN CONSULTING AND MINUTE TRAC AS IT RELATES TO PURCHASE ORDERS

SAP By Design		includes
Base Fee	$21,564	5 users
self service users	$22/month/user	7 users
	$23,412	annually
Compliance & Convenience Pack	450.00/month	
	$5,400	annually
Implementation costs	$65,056	
Est. Travel	$6,500	
	$71,556	subtotal
	$100,368	Total costs

Tyler Technologies Incode		
annual fee	$37,124	
Implementation fees	$60,210	
	$97,334	

sap annually includes GASB 87 compliance	$	28,812.00	$	11,500.00	GP/Terrapin ann
InCode Annually	$	37,124.00	$	9,600.00	visual lease ann
Visual Lease Annually	$	9,600.00	$	21,100.00	if we maintin GP and adc
Annually	$	46,724.00			

ATTACHED:
210528 - EXHIBIT 1 - SOW - Phoenix & HCHPC - SAP Business ByDesign Implementation Svs
210615 - EXHIBIT 2 - Phoenix & HCPHC - SAP Cloud Transaction Agreement
210615 - MSA - Phoenix & HCPHC - ByD Professional Services Agreement
HCPH_Proposal_5-6-21

Attachment: RESOLUTION# 20210614-04 AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210614-04

AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO REPLACE GREAT PLAINS, VISUAL LEASE, TERRAPIN CONSULTING AND MINUTE TRAC AS IT RELATES TO PURCHASE ORDERS

WHEREAS, in June 2017, the Governmental Accounting Standards Board ("GASB") released Statement No. 87 – Leases. The Statement is effective for the Commission's September 30, 2022 year-end financial statements;

WHEREAS, by Resolution 202010426-02, the Commission approved the purchase of LeaseQuery to meet the needs of the GASB 87 compliance, however the Comptroller was also looking at new accounting software to replace the currently used Microsoft Great Plains product which does not currently meet the needs of the Commission's capital budgeting, reporting, GASB compliance or Grant tracking. The Comptroller and Accounting department have demoed software by Tyler Technologies, InCode, and SAP by Design and have determined that the features of SAP by Design far outweigh the features of InCode in cost and compliance and have attached the proposals from each;

WHEREAS, SAP by Design has an annual cost of $28,812 including GASB 87 as well as any other future GASB compliance and InCode has an annual cost of $37,124 but would also require the GASB 87 Virtual Lease purchase of an additional $9,600 annually; Implementation costs of each were similar – approximately $65,000 (see attachments or table above)

WHEREAS, it is in the best interest of the Commission to purchase the SAP by Design software to better meet the Commission's accounting, project, grant and GASB compliance needs;

ATTACHED:
210528 - EXHIBIT 1 - SOW - Phoenix & HCHPC - SAP Business ByDesign Implementation Svs
210615 - EXHIBIT 2 - Phoenix & HCPHC - SAP Cloud Transaction Agreement
210615 - MSA - Phoenix & HCPHC - ByD Professional Services Agreement
HCPH_Proposal_5-6-21

Attachment: RESOLUTION# 20210614-04 AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby accepts and authorizes its CEO or delegee to execute the contract with SAP by Design and the Comptroller to initiate the wire transfer for the initial payment (as per contract) for accounting software to replace the current software, Microsoft Great Plains, and to become compliant with GASB 87 in the amount of $100,368 of which FY2021 costs would be $84,101 and is available in the current year budget;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

RESULT:	**CARRIED AS AMENDED [UNANIMOUS]**
MOVER:	David Holman, Commissioner
SECONDER:	Robert Martin, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
210528 - EXHIBIT 1 - SOW - Phoenix & HCHPC - SAP Business ByDesign Implementation Svs
210615 - EXHIBIT 2 - Phoenix & HCPHC - SAP Cloud Transaction Agreement
210615 - MSA - Phoenix & HCPHC - ByD Professional Services Agreement
HCPH_Proposal_5-6-21

Attachment: RESOLUTION# 20210614-04 AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO

Attachment: RESOLUTION# 20210614-04 AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO

PHOENIX
BUSINESS CONSULTING

Phoenix Business Consulting

SAP Business ByDesign™

Statement of Work for

Hancock County Harbor & Port Commission

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE

10 May 2021

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1 Overview

This Statement of Work ("SOW") is prepared by Phoenix Business, Inc dba Phoenix Business Consulting of 6021 Midnight Pass Rd., Suite 3 Sarasota, FL 34242 ("we", "Phoenix Business Consulting" or "Phoenix") for Hancock Country Harbor & Port Commision with a principal of business at 14054 Fred & Al Key Road, Kiln MS 39556. Or also collectively known as ("you", "Client", "Customer").

The Customer is seeking the assistance of Phoenix to implement the SAP Business ByDesign ("ByDesign") ERP system ("Project"). This SOW defines the services, schedule, and cost for this Project.

2 Scope

2.1 Work Centers

The following Work Centers in SAP Business ByDesign have been reviewed and determined to be in scope:

Table 1: SAP Business ByDesign Work Centers in Scope

Business Area	Business Package
Sales	Account and Activity Management
	Product and Service Portfolio for Sales
	Selling Products and Services
	Sales Orders
	Selling Services
	Selling Projects
	Customer Contracts (Lessor)
	Customer Invoicing
Sourcing	Supplier Base Management
Purchasing	Purchase Orders
	Purchase Order Approvals
	Lease Contract Management (Lessee)
	Supplier Invoicing
Cash Flow Management	Payables and Receivables Processing
	Cash Flow Forecasting
	Positive Pay File
	Lockbox/Bank File Processing
	Payment and Liquidity Management
Project Management	Project Management
	Project Costing
	Customer Projects
	Asset Under Construction Projects

Attachment: RESOLUTION# 20210614-04 AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO

Business Area	Business Package
Financial and Management Accounting	General Ledger
	Inventory Valuation
	Fixed Assets
	Payables, Receivables, and Cash
	Closing Cockpit
	Overhead Distribution Rules
	Budgets
	Management Accounting
Human Resources	Personnel Administration
Travel and Expenses	Expense and Reimbursement Management
Business Performance Management	Analytics, Dashboards, KPIs
	Business Insight
	Management Support
Communication and Information Exchange	Business Process Management
	People Collaboration and Intranet Services
	Office and Desktop Integration
Compliance	Phoenix Convenience and Compliance

The above functionality will be implemented for the Customer:

- **1** legal entity
- **1** standard ByDesign chart of accounts, **1** Set of Books (US GAAP/US GASB Compliant) and **1** calendar year as fiscal year.
- 1 country – U.S.

2.2 Out of Scope

Any activity and/or functionality not specifically mentioned above is considered out of scope and subject to the Change Order process.

Attachment: RESOLUTION# 20210614-04 AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO

3 Project Approach

3.1 Schedule

The following schedule is based on a June 15th 2021 start date. The Project will take 5 months to complete and has an anticipated Go-Live of 1 October 2021.

Table 2: ERP Project Schedule

M1	M2	M3	M4	M5	S1
Prep					
	Realize				
		Verify			
			Launch ★		
				Support	

★ = Go Live

S1 = 60 Days Premium Support

For additional details on Project Activities and durations, please refer to the following section.

3.2 Activities

The following outlines the key activities that will occur and the work products that will be delivered for each phase of the implementation.

Table 3: Key Project Activities by Phase

Project Plan	Key Activities	Work Products
PHASE: PREPARE **Accelerators:** • Project plan template • Data migration scope and planning template • ByDesign best practice processes & diagrams • Blueprint document template	• Project kickoff • Finalize project plan • Allocate resources • Scope test system • Verify project scope • Org. structure workshop • Data migration workshop • Business scenario reviews • Integration requirements gathering • Conduct Project Verification checkpoint	• *Finalized project plan* • *Provisioned test tenant* • *Data migration scope & plan* • *Blueprint document – scope, org. structure, business process diagrams & gaps* • *Integration design document*
MILESTONE: Solution Walkthrough and High Level Demo **Goal:** Customer signs off agreeing to the scope to be delivered during implementation of SAP Business ByDesign. When necessary, a change order may be executed for out of scope items. For the avoidance of doubt, the acceptance procedures outlined in this SOW shall apply to this "Project Verification Milestone."		

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PHASE: REALIZE **Accelerators:** • Solution walkthrough plan template • Issue, Action & Risk log • Key User Training plan template • Standard test plan	• Create and activate org. structure • Conduct fine-tuning workshops • Configure test system • Migrate/setup sample data • Conduct Solution walkthrough • Gap identification & resolution • Conduct Solution Acceptance checkpoint • Develop/configure integrations • Prepare Key User Training plan • Assist in preparation of test scripts	• *Solution acceptance document – scope, org structure, detailed business processes, gaps and resolution* • *Key User Training plan* • *Documentation & Knowledge Transfer of system configurations made*
MILESTONE: System Readiness Acceptance for Testing **Goal:** Customer signs off agreeing that the business scenarios demonstrated meet the requirements to be delivered during the project and that all configuration questions have been addressed. For the avoidance of doubt, the acceptance procedures outlined in this SOW shall apply to this "Solution Acceptance Milestone."		
PHASE: VERIFY (TEST) **Accelerators:** • End User Training plan guides • Work Center User List template • Transition plan template	• Assist in data migration testing • Conduct key user training • Conduct solution walkthrough for integrations • Assist in end-to-end process testing and integrations testing • Conduct cutover workshop • Prepare cutover plan • Perform mock cutover • Conduct Readiness Acceptance checkpoint • Request production tenant	• *Recordings of Key User Training (if available)* • *Finalized cutover plan* • *Provisioned production tenant* • *Documented test plan, test cases & test results*
MILESTONE: Cutover **Goal:** Customer signs off agreeing that the systems, data and people are ready to execute the cutover over the legacy system(s) to the new system. For the avoidance of doubt, the acceptance procedures outlined in this SOW shall apply to this "Readiness Acceptance Milestone."		
PHASE: LAUNCH **Accelerators:** • Handover to support checklist	• Facilitate end user training (conducted by key users) • Deploy integrations to production system • Migrate master data • Execute financial cutover • Assist in validation of cutover • Conduct the handover to support	• *Cutover to live production system*
MILESTONE: Live system **Goal:** Customer signs off agreeing that the cutover is complete and the organization is prepared to use and support the new solution. For the avoidance of doubt, the acceptance procedures outlined in this SOW shall apply to this "Go Live" process.		

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PHASE: SUPPORT **Accelerators:** • Phoenix Premium Support ○ See project schedule	• Issue Resolution • User Support • Monitoring Transactions and Operations	• *Live production system*
MILESTONE: Project Completion **Goal:** Ensure the system is working as designed.		

The table below shows the tentative key meetings and durations during the implementation for planning purposes. The actual meetings will be determined after project kickoff upon Customer's written approval. These meetings may be conducted onsite or remotely at customers discretion.

Table 4: Key Meetings and Durations

Project Activity*	Duration
Project Kickoff & Business Process Workshops	3 days
Solution Walkthrough	4 days
Key User Training	3 days
Go-Live and Support	4 days

*The above duration times are estimates only. As part of the Fixed-Bid, Phoenix will work with Customer to ensure adequate time is allocated for each activity's successful completion.

3.3 Deliverables

The following table identifies the deliverables for this Project:

Table 5: Project Deliverables

ID #	Deliverables	Project Phase
1	Comprehensive Project Plan	Prepare Phase
2	Preliminary System Design Document	Prepare Phase
3	Test System	Prepare Phase
4	Preliminary Training Documentation	Realize
5	Testing Scripts	Verify
6	Final System Design Document	Launch (Go-Live)
7	Final Training Documentation	Launch (Go-Live)
8	Fully Functional ByD System	Launch (Go-Live)

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3.3.1 Acceptance Procedure

Any documentation that will require Customer's review and approval will be completed within 5 business days after submission by Phoenix. In the case of milestones/deliverables, if Customer does not respond within 7 business days of the submission of milestone/deliverable(s), the milestone/deliverable will be deemed complete. Phoenix may raise invoice after this date for a milestone-based billing (as applicable). Any changes to the deliverable (document) after this date will be mutually agreed to by both parties.

3.4 Assumptions

The schedule and implementation services for this project are based on the following assumptions:

3.4.1 Organization Alignment

- The Customer will support a prescriptive approach, accepting SAP Business ByDesign standard processes and configurations, and agrees to adjust their current business processes as needed in order to facilitate use of existing SAP Business ByDesign processes and functionality.
- The Customer is responsible for retrieving or making available to Phoenix all existing data or data sources for existing platforms.
- The Customer will be responsible for providing appropriate workspace and internet connectivity to our team, while onsite, to ensure that work products are met according to the project timeline.
- The Customer will be responsible for internet access including, but not limited to, internet performance and all connectivity issues related to Business ByDesign access on the cloud.
- The Customer will make available any employees such as from IT, or 3rd parties such as contractors, bank representatives etc. in a timely manner, as and if required.
- The Customer will make key users and employees available for training. The Customer recognizes that the timeline may be delayed if employees do not participate in and complete training in a timely manner.
- The Customer employees will perform testing in a timely manner and will provide timely feedback on test scripts and test results. The Customer recognizes that the timeline may be delayed if employees do not participate in and complete testing in a timely manner.
- The Customer understands that Business ByDesign is a different system than the current legacy system and there might be changes in processes to accommodate the way Business ByDesign works.
- BYD has hundreds of standard reports. The Customer agrees to utilize standard SAP reports where possible.

3.4.2 Implementation Methodology

- Standard SAP Business ByDesign forms and reports will be implemented including, but not limited to, financial reports (Cash Flow, Income Statement and Balance Sheet), invoice forms, etc. Any new forms or reports or modification to existing forms or reports outside the scope of this project and the agreed project plan will be subject to the Change Order process.
- Phoenix will provide training for only the named Key Users. Unless explicitly stated, the End Users will be trained by Key Users. If additional training is required, Phoenix may provide it and this effort will require a change order and may carry additional cost.

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- Phoenix will provide sample test scripts to Customer. It is the Customer's responsibility to build the test scripts as per the business requirement to execute user acceptance testing (UAT).
- All data migration activities including, but not limited to determination of strategy, extraction, cleansing and population of standard migration templates will be Phoenix's/Customer's joint responsibility to approve data before it is loaded into Business ByDesign. Phoenix will be responsible for extracting and uploading the populated migration templates into Business ByDesign. The Customer will be responsible for the accuracy of the data and for any errors that arise from the data migration process.
- Migration of master data, financial cutover data and open transaction data will be performed according to standard Business ByDesign practices. Each object to be migrated will be reviewed and migrated manually or using the standard migration templates provided by Business ByDesign as appropriate.
- All remaining data from current ERP system only will be loaded as Cloud Data sources where possible for reporting of historical data.
- Financial cutover data includes G/L Account Balances, Open Receivable, Open Payable, Fixed Assets, Balances of Bank Accounts, Outstanding AP Checks, Inventory and Open Goods Receipts. Open transaction data includes Open Purchase Orders and Open Sales Orders. Historical data migration is not supported by Business ByDesign and is, therefore, out of scope.
- Delays in the project due to the Customer failing to provide adequate resources to the project, failing to make prompt decisions, complete training, or complete testing in a timely manner may delay the project. In this case Phoenix may require a change order which may result in additional cost to the Customer.

3.4.3 Project Management:

- Phoenix and the Customer will establish a joint project governance structure. This will include the executive steering committee team, project management team, and project delivery team.
- Phoenix and the Customer project management team will establish a change control process, risk and issue management process.
- Phoenix and the Customer project management will establish a weekly executive status meeting to review project status, open change requests, open risks and issues.
- The project scope with detailed requirements will be gathered in the prepare phase and will be signed off by the executive team.
- Additional requirements after initial signoff are subject to change control process. The change requests will document the following items (included but not limited to):
    - scope of change,
    - impact to scope, schedule, cost and quality,
    - risk of doing the change as well as risk of not doing the change.
    - Timeline
    - Cost estimate
    - Priority
    - Business justification
- The Customer subject matter experts will actively participate in the project to provide requirements, and to provide data, and to perform system testing.
- The Customer understands that new functionality will be built for the Customer during this project, but that the functionality will be designed and built to also be usable by other state and local government and therefore also match other state and local government requirements.
- Phoenix and the Customer management will adopt "progress over perfection" approach. The team will build, test, and release the solution with an initial scope of requirements and move it to production. Subsequent

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requirements would be built, tested and released in production incrementally. These could be determined by the project management team – either defined by timeline (such as monthly) or by function or by business area

3.4.4 Integrations & Enhancements:

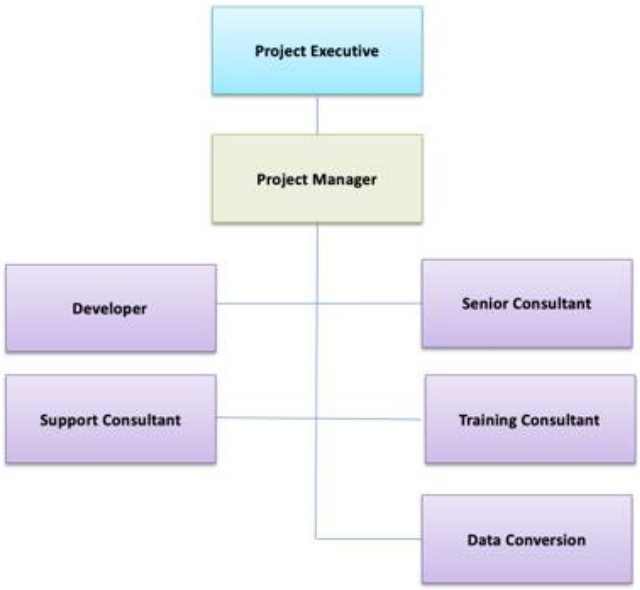
- For all integrations & enhancements, detailed requirements will be gathered during the Prepare phase of the implementation. Customer will need to review and sign off on the requirements document before commencement of any development.
- Integrations and Enhancements may require enablement of standard business objects by SAP to be consumed by partners such as Phoenix. Phoenix does not have any control over this process and consequently, the timeline. The timelines provided in this proposal are based on estimates and are subject to change based on the actual time taken by SAP for this process.

4 Project Structure, Roles & Responsibilities

4.1 Organization

The following Figure identifies how the Project Team will be organized. Note that the Phoenix Project Manager will the primary POC for coordinating project activities with the Customer Project Manager.

Figure 1: ERP Project Team Structure



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4.2 Roles and Responsibilities

4.2.1 Project Team Roles

The following table describes the roles and responsibilities of the key stakeholders in this project.

Table 6: Project Team Roles/Responsibilities

Role	Primary Responsibilities
Phoenix Project Sponsor	■ Makes critical business decisions ■ Approves change requests ■ Participates in Steering Committee meetings
Customer Project Manager	■ Owns and drives the project, jointly with the Phoenix Project Manager ■ Coordinates Key Users
Phoenix Project Manager	■ Owns and drives the project, jointly with Customer Project Manager ■ Coordinates with Consultants ■ Manages communication with other parties (SAP Support, Service Center)
Customer Business Process Owners	■ Provide business process expertise and make decisions ■ Perform required data migration activities ■ Perform the fine-tuning, testing and cutover activities, jointly with Phoenix Consultants
Phoenix Consultants	■ Conduct workshops ■ Perform the fine-tuning, testing and cutover activities, jointly with the Key Users ■ Gather requirements, develop customizations/integrations, and test jointly with the Key Users

4.2.2 Project Activity RASCI

The following table describes the roles and responsibilities of the project team mapped to each project activity:

Table 7: Project Activity RASCI Matrix

Key Work Activity	Customer	Phoenix
Business Scenario Review Sessions	R/S/C	A/R
Blueprint Document	C/S/I	A/R
Project Verification	A/R	C
Fine-tuning & Solution Walkthroughs	C/S	A/R
Solution Acceptance Document	C/S/I	A/R
Solution Acceptance	A/R	C
Key User Training	C/S/I	A/R
Test Scripts	A/R/S	C/S/I
User Acceptance Testing (UAT)	A/R/S	C/S/I

Attachment: RESOLUTION# 20210614-04 AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO

Readiness Acceptance	A/R	C
End User Training	A/R/S	C/S
Data Migration	A/R/S	R/C
Go Live	A	R

R = **R**esponsible, more than one team can be Responsible; but only one can be Accountable
A = **A**ccountable, only one party can be accountable
S = **S**upport
C = **C**onsulted
I = **I**nformed

4.2.3 Customer Resource Committments

Based on our experience with similar projects, we believe that the Customer resource commitments, at a minimum, should include:

Table 8: Customer Resource Commitments

Task	Resource	Time Comment
Prepare		
Gather data in onsite kickoff meeting	Key Users / Business Process Owners	1 key user (decision maker) per functional area for 2 days
Provide Test Data - Small data sets for demonstration	Key Users / Business Process Owners	Subset of products, customers, and supplier. 1.5 hrs per data set
Scrub data and get data ready to upload	Key Users / Business Process Owners	Ongoing effort. Customer needs to assign a person (50%) depending on how much cleansing is required
Review Deliverables	Project Manager / Business Process Owners	Approximately 1.5 hrs for each deliverable
Realize		
Preliminary Training Documentation	Key Users / Business Process Owners	Approximately 4-6 hrs per functional area.
Review Deliverables	Project Manager / Key Users / Business Process Owners	Approximately 1.5 hrs for each deliverable
Verify		
Conduct testing and document test scripts pass	Key Users / Business Process Owners	Phoenix will deliver approximately 20 key processes. Customer should allocate approximately 5-20 hrs per process
Provide mock financial cutover data	Key Users / Business Process Owners	Customer needs to provide documents from any closed month such as trial balance, AR and AP subsidiary, fixed asset

Attachment: RESOLUTION# 20210614-04 AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO

Task	Resource	Time Comment
Provide financial cutover data	Key Users / Business Process Owners	Customer needs to provide documents from any closed month such as trial balance, AR and AP subsidiary, fixed asset
Review Deliverables	Project Manager / Key Users / Business Process Owners	Approximately 1.5 hrs for each deliverable
Launch		
Go Live	Entire joint Project Team	Full time use of system.
Support		
30 days post production support (including issue resolution, user support, monitoring transactions and operations)	Key Users / Business Process Owners	Full time use of system.

Attachment: RESOLUTION# 20210614-04 AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO

5 Commercial

5.1 Implementation Costs

The following table identifies our SAP Business ByDesign implementation costs:

Table 9: Implementation and SAP Business ByDesign ERP Project Costs

SAP Business ByDesign Implementation Cost	
SAP Business ByDesign Fixed Bid Implementation Cost (Including Two Months Post Go-Live Support)	**$65,056.00**
SUBTOTAL Implementation Cost	**$65,056.00**
Estimated Travel (10%)	**$6,500.00**

5.2 Phoenix Software Subscription Costs

Table 10: Phoenix Convenience and Compliance Pack Subscription Costs

Phoenix Software Subscription Cost				
User/License Type	**Qty**	**Unit**	**Price/Month**	**Total**
Phoenix Compliance and Convenience Pack	**1**	**Entitlement**	**$450.00**	**$450.00**
			Total Monthly Subscription	**$450.00**
			Total Yearly Subscription*	**$5,400.00**

- Please note that local Covid-19 restrictions may interfere with the ability to deliver on-site services and also adversely impact travel costs. All implementation efforts will be delivered remotely whenever possible.

5.3 Payment Terms

5.3.1 Implementation

- ***Fixed-Bid Implementation Fee - $ 65,056:***
  - $ **32,528** (50%) is due upon Contract Execution – via Wire Transfer.
  - **$ 16,264** (25%) is due August 1, upon completion of Solution Walkthrough.
  - **$ 16,264** (remaining 25%) due October 1, upon Go-Live Phase.

- ***Travel & Expense – Estimated $ 6,500:***
  - Billed at actuals at month-end for the month in which the travel expenses are incurred. As discussed, every effort is made to find the most cost-effective flights, hotels, rental cars, etc.

- **Phoenix Software Subscription - $5,400.00 per year. Due on signing. Billed yearly in advance**

- **Payment Terms for Implementation/Integration Fees and T&E are Net 15**

Attachment: RESOLUTION# 20210614-04 AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO

5.4 Standard Rate Card for On-Demand Services

The following table provides our standard rate card for on-demand services outside of the scope of this proposal.

Role	Hourly Rate * (USD)
Solution Architect	**$200**
Project Manager	**$200**
Senior Consultant	**$175**
Developer/Technical Lead	**$180**
Technical Support	**$150**
Trainer	**$150**

* Note that our published rates are exclusive of travel, taxes, and duties. Travel must be approved by the Customer and expenses will be billed at actuals. These rates will be discounted by 10% for any individual project that exceeds 50 hours of total work.

5.5 Invoicing and Banking Info

Phoenix accepts only wire transfers with online wire transfer. Confirmation Information may be sent to invoices@phoenixteam.com.

Account Name:	Phoenix Business, Inc.
Bank Name:	Wells Fargo
Account Number:	5104180004
Routing Number:	121000248
Swift Code:	WFBIUS6S

Attachment: RESOLUTION# 20210614-04 AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO

6 Signatures

IN WITNESS WHEREOF, the parties have caused this SOW to be executed and entered into by their respective duly authorized representatives as of the date set forth in our Master Services Agreement.

Phoenix Business Inc.

By: _____

Name: Hanif Sarangi_____

Title: President _____

Hancock Country Harbor & Port Commission

By:_____

Name: _____

Title: _____

Attachment: RESOLUTION# 20210614-04 AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO

Attachment: RESOLUTION# 20210614-04 AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO REPLACE

Order Form for SAP Cloud Services

SuccessFactors/SAP Business ByDesign

Between

Phoenix Business Inc.
6021 Midnight Pass Rd. Suite 3 Sarasota, FL 34242-3213
United States
("Phoenix")

And

Hancock County Port & Harbor Commission
14054 Fred & Al Key Road, Kiln, MS 39556
United States
("Customer")

1. Order Form and Table of Agreement

This order form as issued by Phoenix is an offer by Phoenix. When signed and returned to Phoenix by Customer on or prior to the offer expiration date, it becomes a binding agreement for the SAP cloud services(s) listed in this Order Form and is effective on the date signed by the Customer.

Offer Expiration date: **25 June 2021**

This Order Form is governed by and incorporates the following documents in effect as of the effective date. All documents are listed in order of precedence, and collectively referred to as the "Agreement":

Agreement	Location
End User License Agreement (EULA)	
Schedule A of this Order Form: **Cloud Service Supplemental Terms and Conditions ("Supplement");**	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?tag=language:english&search=Supplement&sort=latest_desc
Schedule B of this Order Form: **Support Policy for SAP Cloud Services**	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?search=Support&sort=latest_asc&tag=language:english
Schedule C of this Order Form: **Service Level Agreement for SAP Cloud Services ("SLA")**	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?search=Service%20Level%20Agreement&sort=latest_asc&tag=language:english
Schedule D of this Order Form: **Data Processing Agreement for SAP Cloud Services** Schedule D will serve as a commissioned written data processing agreement.	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?search=Data%20Processing&sort=latest_desc
General Terms and Conditions for SAP Cloud Services (for indirect sales) for the United States of America ("Cloud EULA")	https://www.sap.com/about/trust-center/agreements/partner-edge/end-user-agreements.html?tag=agreements:end-user-agreements/license-agreements&tag=region-country:north-america/united-states

Agreement	Location
SAP Business ByDesign Supplemental Terms and Conditions (If subscribing to Business ByDesign only)	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?tag=language:english&search=ByDesign&sort=latest_desc
SAP SuccessFactors Supplemental Terms and Conditions (if subscribing to Success Factors only)	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?tag=language:english&search=SuccessFactors&sort=latest_desc

Customer has had the opportunity to review the GTC and the incorporated documents prior to executing this Order Form. Phoenix recommends that Customer prints copies of these documents for Customer's records. All defined terms in the GTC used in this Order Form have the meaning stated in the GTC. All references in the Supplements to "Service" mean "Cloud Service", and to "Named Users" mean "Authorized Users."

2. Cloud Services

2.1. Cloud Service Order

The table shows the Cloud Services, Usage Metrics and volume purchased by Customer for the end user defined in Section 3 as well as the Initial Term of the subscription and fees.

Subscription Start Date: **28 June 2021**

Subscription End Date: **27 June 2027**

Product Description	Quantity*	Usage Metric	Basis	Monthly Price	Annual Fees
SAP Business ByDesign Base Fee	1	Tenant	Monthly	$1,797.00	$21,564.00
SAP Business ByDesign Self Service Use	7	Users	Monthly	$22.00	$1,848.00
				**Total ** **	**$23,412.00**

Billed annually in advance. 1st Year due upon Contract Execution via Wire Transfer. Subsequent years are billed one month in advance.

* Quantities stated above represents the maximum annual quantity of Usage Metrics over a 12 month period, except where the period between product start date and product end date is less than one year. In that case the stated Quantity is the actual prorated amount.

** Plus applicable taxes

3. Subscription Term

3.1. Customer's Initial Term of the subscription for the Cloud Services listed in Section 2.1 will begin on the start date and will be effective until the end date.

3.2. Unless the stated otherwise, the initial Subscription Term and any renewals and extensions will automatically renew for terms equal in length to the immediately preceding term (if that term is thirty-six months or less) or for one year (if that term is longer than thirty-six months). Auto-renewal will not occur if Customer notifies Phoenix of its intention not to renew at least six months (one hundred eighty days) in advance of the expiration

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of the current term, or Phoenix notifies Customer of its intention not to renew at least six months prior to the expiration of the current term.

3.3. Changes to Usage Metric

3.3.1. Increasing Usage Metric

Customer may purchase an increase to a Usage Metric at any time during the Initial Term or a Renewal Term of any Cloud Service by executing an addendum to the original Order Form or an additional Order Form which will become an integral part of the original Order Form. The term of the additional Usage Metric set out in the addendum or additional Order Form will be coterminous with the then-current Initial Term or Renewal Term of the relevant Cloud Service set forth in the original Order Form. The fees for the increase to a Usage Metric will be prorated accordingly to reflect the remaining period of then-current Initial Term or Renewal Term of the relevant Cloud Service. Any increase to a Usage Metric during the Initial Term or any Renewal Term of a Cloud Service will continue to apply for Renewal Terms of such Cloud Service, except as otherwise terminated or reduced according to Article 11 no. 4 (Termination for convenience).

3.3.2. Reducing Usage Metric

During the Initial Term or any Renewal Term of a Cloud Service, Customer is not entitled to terminate the license or reduce the Usage Metric set forth in an Order Form as originally executed, as increased as set out in this Article 4 no. 1 (Increasing Usage Metric) or as increased due to overuse as set out in this Article 4 no. 3 (Overuse of Usage Metric) or claim any reduction of the fees payable for a Cloud Service. For clarification purposes, this means that Customer is not entitled to terminate or reduce the fees during the Initial Term or any Renewal Term of a Cloud Service even if, inter alia:

a) the Customer uses less than the Usage Metric purchased by Customer;

b) the Customer breaches or terminates its contract with the Partner; or

c) other disagreements or discrepancies arise in the relationship between Phoenix and Customer.

3.3.3. Excess Usage of Metric

Customer's use of the Cloud Service is subject to the Agreement, including the Usage Metrics and their volume stated in Section 2. Any use of the Cloud Service that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form or addendum to the original Order Form to document the required purchase of any additional Usage Metric, which will become an integral part of the original Order Form. The term of the additional Usage Metric set out in the addendum or additional Order Form will be coterminous with the then-current Initial Term or Renewal Term of the relevant Cloud Services set forth in the original Order Form. Fees for the additional Usage Metric will be prorated accordingly to reflect the remaining period of the then-current Initial Term or Renewal Term of the relevant Cloud Services. Any additional Usage Metric purchased during the Initial Term or any Renewal Term of a Cloud Service will continue to apply for Renewal Terms of such Cloud Service, except as otherwise terminated or reduced according to Article 4 (Termination). Phoenix may invoice and Customer will pay for excess use based on SAP's prices on the date the excess use began.

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4. Termination

Either Party may terminate any or all parts of a Cloud Service subscription (and in case of partial termination reduce the Usage Metric for a Cloud Service) for convenience with six months (one hundred eighty days) prior written notice (email acceptable) to the end of the Initial Term as defined above or any Renewal Term of the relevant Cloud Service.

5. Fees and Invoicing

Unless stated otherwise, fees for the Cloud Service(s) will be invoiced by Phoenix and paid by Customer annually in advance. Phoenix may provide invoices to an email address provided by Customer for the Cloud Services or other Services. Except for fee increases applied for Excess Use or as described below, Cloud Services(s) fees for renewal terms will be equal to the fees for the immediately preceding term for the same Cloud Service, Usage Metrics and volume.

5.1. Fees and Payment

Customer will pay fees as stated in the Order Form. After prior written notice, Phoenix may suspend Customer's use of the Cloud Service until payment is made. Customer cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable and fees non-refundable.

5.2. Taxes

Fees and other charges imposed under an Order Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all taxes, other than Phoenix's income and payroll taxes. Customer must provide to Phoenix any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If Phoenix is required to pay taxes (other than its income and payroll taxes), Customer will reimburse Phoenix for those amounts and indemnify Phoenix for any taxes and related costs paid or payable by Phoenix attributable to those taxes.

5.3. Fee Increases

5.3.1. Phoenix agrees that the fee for a Cloud Service will remain unchanged for the Initial Term.

5.3.2. After the Initial Term, Phoenix reserves the right to increase the fee for Cloud Services as originally set out in an Order Form or as increased according to this Order Form at the beginning of each Renewal Term upon three months' prior notice to Customer to the end of the Initial term and to the end of any Renewal Term (as defined below) ("Fee Increase"). In case of a Fee Increase, Customer may terminate any affected Cloud Service by giving two month's prior written notice to the effective date of the Fee Increase.

5.3.3. Not raising any fee for a Cloud Service in a given term is not a waiver of Phoenix's right to do so.

6. Payment Details

Customer will pay to Phoenix all fees due within thirty days of date of invoice. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

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Phoenix Business Consulting accepts ACH or Wire transfers with online wire transfer with confirmation information to be sent to invoices@phoenixteam.com.

Account Name:	Phoenix Business Consulting
Bank Name:	Wells Fargo
Account Number:	5104180004
Routing Number:	121000248
Swift Code:	WFBIUS6S

Scheduled payments:

Payment	Due Date		Total Fees in USD
Year 1	June 25, 2021		**$22,356.00**
Year 2	May 24, 2022		**$22,356.00**
Year 3	May 24, 2023		**$22,356.00**
Year 4	May 24, 2024		**$22,356.00**
Year 5	May 24, 2025		**$22,356.00**
		Total **	**$111,825.00**

7. Customer Location

Customer has provided the following primary access location:

Hancock County Port & Harbor Commission
14054 Fred & Al Key Road
Kiln, MS 39556
United States

This is the primary (but not the only) location from which Customer will access the cloud Services.

Accepted By:

Customer

Hancock County Port & Harbor Commission

By: _____

Name: _____

Title: _____

Date: _____

Attachment: RESOLUTION# 20210614-04 AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING SOFTWARE TO REPLACE

PROFESSIONAL SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of 25 June 2021 between Phoenix Business, Inc. dba Phoenix Business Consulting, a Massachusetts corporation, with its principal place of 6021 Midnight Pass Rd., Unit 3, Sarasota, FL 34242 ("**Company**"), and Hancock County Port & Harbor Commission, with its principal place of business at 14054 Fred & Al Key Road, Kiln, MS 39556. ("**Customer**").

WHEREAS, Company is engaged in the business of providing an SAP information technology consulting services; and

WHEREAS, Customer desires to retain Company to perform information technology services and functions; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

AGREEMENT

1. **Contracted Services.** This Agreement shall apply to the delivery of information technology services, support, and functions as further described in the Statement of Work (SOW) attached hereto (***Exhibit 1***) and associated software as further described in the Transaction Agreement attached hereto (***Exhibit 2).*** The services and software described in ***Exhibit 1*** and ***Exhibit 2*** are hereafter referred to as the "Services". In the event that the scope of the Services is expanded, revised, or modified, for any future SOWs incorporated herein, the parties shall prepare and sign an amended or new SOW (or change order), which likewise shall be attached hereto and incorporated herein by reference. Absent the execution of a SOW, this Agreement does not, in and of itself, represent a commitment by Customer to receive any Services from Company or pay Company any fees.

2. **Term of Agreement.**

   (a) The term of this Agreement will commence on the Effective Date set forth above and will continue until terminated by either party as provided below ("Term"). In the event that the SOW provides for a different Term, the SOW Term will control for that specific SOW only.

   (b) Either party shall have the option to terminate this Agreement, without cause, by providing thirty (30) days' notice of its intent to terminate the Agreement without cause. In the event that a software subscription agreement, software order form, exhibit or SOW provides for a different termination notice period, said software subscription agreement, software order form, exhibit or SOW termination clause will apply.

   (c) In the event that there is a continuing need for any Services identified in a SOW, after the expiration of this Agreement and Customer requests, in writing, to have Company complete the Services, this Agreement will automatically renew for the period of time that it takes for the completion of such Services.

   (d) The Agreement can be terminated for cause, as defined in paragraph 14(a) herein, at any time provided the alleged breaching party is provided an opportunity to cure the alleged breach in the manner set forth in paragraph 14(a) below or a Permitted Delay, as defined in paragraph 14(d) herein, does not apply.

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PHOENIX
BUSINESS CONSULTING

3. **Fees and Payment Terms.**

(a) In exchange for the Services performed by Company, as set forth in any SOW, Customer agrees to compensate Company at the rates identified in the fee schedule set forth in the Exhibits. Such rates are exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with any of the Services rendered herein. Customer will pay invoices within thirty (30) days of receipt thereof.

(b) Unless otherwise stated in a SOW, travel expenses shall be reimbursed. Reimbursements shall be at the following Rates:

Mileage	$ .545 per mile
Airfare	Actual ticket cost limited to tourist or coach class fare
Rental Car	Actual rental cost limited to compact or standard-size vehicles
Lodging	Actual cost of lodging at single occupancy rate.
Parking	Actual cost of parking
Taxi or Rideshare	Actual cost of either taxi or rideshare, whichever is less.

(c) A late charge of one and one-half percent (1½%) per month, or the legal maximum if less, shall accrue on past due billings unless Customer notifies Company of a billing dispute in writing prior to the payment due date.

4. **Change Orders or Out of Scope Services.** To the extent that Customer requires or requests additional services or services that exceed the Services set forth in any SOW incorporated herein, Company will charge an additional fee for such additional services or out of scope work. Fees for such additional services or out of scope work will be set forth on a Change Authorization Order (CAO), which will also provide a description of the changed or additional service(s) being requested. Once a CAO is signed by both parties, it will be incorporated into the Agreement and have the same legal effect as the SOW that is incorporated into the Agreement.

5. **Independent Contractor.** The parties enter into this Agreement as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the parties. All Company employees (herein to mean to employees, sub-contractors and official representatives) who are assigned to perform services at any Customer owned or leased facility shall be considered to be an employee of Company only and will not be considered an agent or employee of Customer for any purpose. Company will be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any Company employee be eligible for or entitled to any benefits of Customer.

6. **Conflicts.** In the event of a conflict between the terms and conditions in the foregoing sections of this Contract and the terms and conditions in any of the Company's SOW/ Proposal or other Company documents attached or incorporated by reference to this Contract, the foregoing terms and conditions shall control unless Customer specifically waives such terms and conditions in writing.

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7. **Confidential Information.**

(a) Confidential Information is defined as Customer data, marketing and business plans and/or Customer financial information and information relating to Customer's use of the Application Software, and with respect to Vendor all (a) computer software (both object and source codes) and related documentation or specifications; (b) techniques, concepts, methods, processes and designs embodied in or relating to the Applications Software. In addition to the foregoing, Confidential Information of either Customer or the Vendor (the party disclosing such information being the "Disclosing Party" and the party acquiring such information being the "Receiving Party") includes information which the Disclosing Party protects against unrestricted disclosure to others that (a) the Disclosing Party or its representatives designates as confidential at the time of disclosure; or (b) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure; including, without limitation, information about or concerning any third party that is disclosed to Receiving Party under the Agreement.

(b) Confidential Information shall not be used, disclosed, or reproduced in any form except as required to accomplish the intent of the Agreement. Any reproduction of any Confidential Information of the other party shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than individuals or affiliates whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder and who are under obligations of data security, privacy, and confidentiality substantially similar to those set forth herein. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of the Agreement shall be subject to the protections afforded hereunder. If the Receiving Party is compelled by law or legal process to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party wishes to contest the disclosure, shall seek a confidentiality designation protecting the disclosure, shall only disclose the portion necessary, and shall continue to protect the remainder of the information.

The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the Disclosing Party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of the Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the Disclosing Party agrees in writing is free of such restrictions. The foregoing duty shall survive any termination or expiration of this Agreement.

(c) In no event shall Customer use Company's Confidential Information to reverse engineer or otherwise develop products or services functionally equivalent to the products or services of the Owner.

(d) The following shall not be considered Confidential Information for purposes of this Agreement: (a) Information which is or becomes in the public domain through no fault or act of the receiving party; (b) Information which was independently developed by the receiving party without the use of or reliance on the disclosing party's Confidential Information; (c) Information which was provided to the receiving party by a third party under no duty of confidentiality to the disclosing party; or (d) Information which is required to be disclosed by law with no further obligation of confidentiality, provided, however, prompt prior notice thereof shall be given to the party whose Confidential Information is involved.

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(e) The parties agree that the disclosure of any of the foregoing Confidential Information by either party shall give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the nondisclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

9. **Customer Responsibilities.** In addition to any obligations and responsibilities described in the SOW or elsewhere in this Agreement, Customer shall have shared responsibility with Company regarding the following:

(a) To ensure that the necessary business and application knowledge is available and conveyed from the Customer's existing support team to Company's support team.

(b) Provide ready access to all appropriate computing platforms, documentation (e.g., program source, copybooks, tables, subroutines) and personnel (i.e., end users and technical representatives) necessary to fully understand the current business systems and environments throughout the life of the engagement.

(c) Provide at its facility, office space and equipment for Company's on-site employees. Access will also be provided to the Customer's source libraries, test systems, and test data.

(d) Provide external communications capability and/or access to its work facility to enable Company's on-site project team to access the Customer's information technology system for after hours or weekend Services as required.

(e) Provide passwords and job numbers to Company employees as needed.

10. **Warranty of Services.** Any warranty offered by Company for Services provided herein shall be set forth in the SOW. In the absence of any warranty language in the SOW, Company warrants that all Services performed pursuant to this Agreement will be performed in accordance with the general standards and practices of the information technology industry in existence at the time the Services are being performed.

12. **Equal Opportunity Employer.** Company is an Equal Opportunity Employer and does not discriminate in recruitment, hiring, transfer, promotion, compensation, development, and termination of its employees on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable Federal, State and local laws. Customer likewise represents that it will not discriminate in the referral or acceptance of Consultants hereunder on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable federal, state and local laws.

13. **Termination.**

(a) Termination for Cause: The termination of software subscription / licenses is defined in the exhibits to this Agreement. For services, if either party believes that the other party has failed in any material respect to perform its obligations under this Agreement (including any Exhibits or Amendments hereto), then that party may provide written notice to the other party's management representative describing the alleged failure in reasonable detail. If the alleged failure relates to a failure to pay any sum due and owing under this Agreement or if Customer makes an unauthorized solicitation of a Company employee under the provisions of paragraph eight (8) herein, the breaching party shall have thirty (30) business days after notice of such failure to cure the breach. If the breaching party fails to cure within thirty (30) business then the non-breaching party may immediately terminate this

Agreement (except for any software subscription / license), in whole or in part, for cause by providing written notice to the management representative of the breaching party. With respect to all other defaults, if the breaching party does not, within thirty (30) business days after receiving such written notice, either (a) cure the material failure or (b) if the breach is not one that can reasonably be cured within thirty (30) business days, then the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing written notice to the management representative of the breaching party.

(b) Payments Due: The termination of this Agreement shall not release either party from the obligation to make payment of all amounts then or thereafter due and payable. Software license subscriptions / agreements shall be due until the end of the term of the software license.

(c) Permitted Delays: Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof. Company's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event: (i) that Customer fails to submit information, instructions, approvals, or any other required element in the prescribed form or in accordance with the agreed upon schedules; (ii) of a special request by Customer or any governmental agency authorized to regulate, supervise, or impact Company's normal processing schedule; (iii) that Customer fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for Company's performance hereunder. Company will notify Customer of the estimated impact on its processing schedule, if any.

(d) Continuation of Services: Company will continue to perform Services during the notice period unless otherwise mutually agreed upon by the parties in writing. In the event that Customer provides the notice of termination and directs Company not to perform the services through the notice period, Customer agrees to pay Company an amount equal to the amount normally due to Company for the notice period. Upon termination by either party, Customer will pay Company for all services performed and charges and expenses reasonably incurred by Company in connection with the services provided under this Agreement through the date of termination.

14. **Miscellaneous Clauses:**

(a) Non-Restrictive Relationship. Company may provide the same or similar services to other customers and Customer may utilize other information technology service providers that are competitive with Company.

(b) Waiver. The rights and remedies provided to each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.

(c) Force Majeure. Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or

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requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

(d) Notices. All notices required under or regarding this Agreement will be in writing and will be considered if delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), given by facsimile (confirmed by certification of receipt), emailed or sent by courier (confirmed by receipt) addressed to the following designated parties:

If to Company:
Hanif Sarangi, President
Phoenix Business Inc.
6021 Midnight Pass Rd. Unit 3
Sarasota, FL 34242
contracts@phoenixteam.com

If to Customer:
Tonya Ladner
Comptroller
Hancock County Port & Harbor Commission
14054 Fred & Al Key Road
Kiln, MS 39556
tladner@hcphc.ms

(e) Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

(f) Captions. The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

(g) Entire Agreement. This Agreement and the SOW(s) and/or CAO(s) incorporated herein constitute the entire agreement between the parties and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement.

(h) Amendments. This Agreement and the Exhibits may be amended only by an instrument in writing executed by the parties hereto. Any written work order submitted by Customer shall not amend the terms of this Agreement and will only be considered (1) a statement of the work to be performed; (2) set forth any deadlines or schedules; and (3) the additional fees to be charged, if any, for any out-of-scope work or services stated on the work order.

(i) Successors and Third-Party Beneficiaries. This Agreement shall inure to the benefit of Company and Customer and any successors or assigns of Company and Customer. No third party shall have any rights hereunder.

(j) Professional Liability. Vendor shall maintain for itself and on behalf of each of its employees providing services hereunder general liability insurance, professional liability insurance, and cyber insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Upon request, Vendor will supply Customer with satisfactory documentation of such insurance. Vendor will give Customer at least thirty (30) days written notice prior of the cancellation of any such policies.

(k) Legal. This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of Mississippi without giving effect to its conflicts of laws.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Company Name	**Customer Name**
Phoenix Business Inc.	**Hancock County Port & Harbor Commission**
By:_____	By:_____
Name: Hanif Sarangi_____	Name: _____
Title: President _____	Title:_____

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Quoted By:	Cody M Taylor
Quote Expiration:	9/26/2021
Quote Name:	HC_Port&Harbor_FIN
Quote Number:	2021-125763
Quote Description:	HC_Port&Harbor

Sales Quotation For
Hancock County Port and Harbor Commission
14054 Fred and Al Key Rd
Kiln , MS 39556
Phone: (228) 467-9231

Tyler Software and Related Services - SaaS

Description	Impl. Hours	One Time Fees: Impl. Cost	#Yrs	Annual Fee	Discount	Net Annual Fee
Financial Management Suite						
Core Financials	132	$17,160		$13,500	$675	$12,825
Purchasing	28	$3,640		$3,395	$170	$3,225
Fixed Assets	16	$2,080		$1,433	$72	$1,361
Project Accounting	16	$2,080		$2,826	$141	$2,685
Personnel Management Suite						
Personnel Management (Includes Position Budgeting)	92	$11,960		$7,070	$354	$6,716
Employee Self Service (Employee Portal)	16	$2,080		$0	$0	$0
Customer Relationship Management Suite						
Accounts Receivable	12	$1,560		$3,537	$177	$3,360
Cashiering	28	$3,640		$1,929	$96	$1,833
EasyPay Online Payment Component	0	$0		$0	$0	$0
Tyler Content Manager						
Tyler Content Manager Standard Edition (TCM SE)	32	$4,160		$4,599	$230	$4,369
Tyler Hosted Applications						
Tyler U	0	$0		$1,489	$739	$750
Sub-Total:		*$48,360*		*$39,778*	*$2,654*	*$37,124*
TOTAL:	**372**	**$48,360**	5	$39,778	$2,654	**$37,124**

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	$5,000	$5,000	$0
TOTAL:			**$5,000**	**$0**

Conversion Services

Description	Hours	Unit Price	Programming Fee	Extended Price
Financial Management Suite				
General Ledger Master	8	$130	$1,500	$2,540
General Ledger History	4	$130	$500	$1,020
Accounts Payable Master	4	$130	$1,750	$2,270

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Accounts Payable History		4	$130	$500	$1,020
	Total:				**$6,850**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler SaaS	$0	$37,124
Total Tyler Services	$60,210	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$60,210**	**$37,124**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Attachment: RESOLUTION# 20210614-04 AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS FOR SAP ACCOUNTING

Comments

- All services quoted herein are assumed to be delivered remote unless otherwise indicated.
- Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).
- Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
- General Ledger conversions include Chart of Accounts - additional fee for historical views.
- Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
- EasyPay Online Payment Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a $1.25 per transaction fee associated with the EasyPay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

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Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 14, 2021
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20210614-05
	EXECUTION OF ENGAGEMENT LETTER WITH TMH FOR ADVISORY SERVICES TO SUPPORT THE COMMISSION WITH RATES ON NEW AND RENEWING CONTRACTS

Billed by actual hours worked monthly

Staff Accountant:	$150 per hour
Senior Accountant:	$175 per hour
Manager:	$200 per hour
Partner:	$250 per hour

ATTACHED:
Consulting Services Engagement Letter for Client Signature

Attachment: RESOLUTION# 20210614-05 EXECUTION OF ENGAGEMENT LETTER WITH TMH FOR ADVISORY SERVICES TO SUPPORT THE

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210614-05

EXECUTION OF ENGAGEMENT LETTER WITH TMH FOR ADVISORY SERVICES TO SUPPORT THE COMMISSION WITH RATES ON NEW AND RENEWING CONTRACTS

WHEREAS, the Hancock County Port & Harbor Commission ("Commission") desires to obtain professional services to support our operations as it relates to marketing rates of new and renewing contracts for Stennis International Airport, Port Bienville Industrial Park and Railroad;

WHEREAS, it would be in the best interest of the Commission to execute the proposed Advisory Services Engagement Letter, attached hereto and incorporated herein by reference, from TMH to provide such professional services;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby accepts and authorizes its Chief Executive Officer, William P. Cotter, to execute the attached Engagement Letter for advisory services with TMH;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

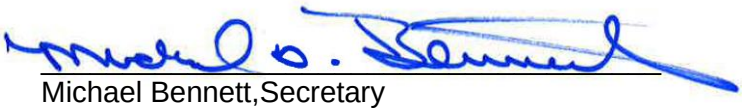
RESULT:	**CARRIED AS AMENDED [UNANIMOUS]**
MOVER:	Aline Ward, Commissioner
SECONDER:	Paula Jordan, Vice President
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTACHED:
Consulting Services Engagement Letter for Client Signature

Attachment: RESOLUTION# 20210614-05 EXECUTION OF ENGAGEMENT LETTER WITH TMH FOR ADVISORY SERVICES TO SUPPORT THE

ATTEST:



Michael Bennett,Secretary

ATTACHED:
Consulting Services Engagement Letter for Client Signature

Attachment: RESOLUTION# 20210614-05 EXECUTION OF ENGAGEMENT LETTER WITH TMH FOR ADVISORY SERVICES TO SUPPORT THE

June 3, 2021

Mrs. Madeline R. Walker, J.D.
Hancock County Port & Harbor Commission
14054 Fred & Al Key Road
Kiln, Mississippi 39556

Dear Commissioners:

This letter confirms the services we discussed last week with you and your administrative staff about ways our firm might help Hancock County Port & Harbor Commission (hereinafter referred to as "The Commission") set rates on new and renewing contracts.

Problem Areas

The Commission's systems operate relatively smoothly and without major disruptions, but substantial improvements can be achieved in establishing rates on new and renewing contracts with customers.

Operations Improvement Program

Working closely with The Commission personnel, we will make a careful and comprehensive review of the full range of your contract pricing activities to identify and evaluate the following:

- Obtain comparable pricing data of similar contracts in similar markets
- Make recommendations regarding setting rates for similar new contracts and renewals of existing contracts.

We will extensively interview personnel on your staff who manage contracts currently in place and have access to expired contracts on the same properties. In addition we will determine current practices or procedures for determining rates on renewals and new contracts. You have assured us of their full cooperation. We will also examine processes and procedures in place that work to maximize contract rates through the renewal process and process of obtaining new contracts. In our review, we will consider The Commission's near-term growth and expansion.

After we review and evaluate each area listed above, we will prepare two types of detailed recommendations for operational improvements:

- Those that can be implemented rapidly (without extensive systems design or conversion efforts)
- Those that require a system design and implementation project to install

Each recommended change will be supported by an analysis of project benefits - projected increase in contract revenue.

We consider this integrated program the most economic and effective approach to The Commission's objectives.

HATTIESBURG
2 Southern Pointe Parkway, Suite 100
Hattiesburg, MS 39401-8025

P. O. Drawer 15099
Hattiesburg, MS 39404-5099

FAX: 601.264.3642

COLUMBIA
150 Old Highway 98 E
Columbia, MS 39429-6447

P. O. Box 609
Columbia, MS 39429-0609

FAX: 601.736.0501

GULFPORT
2019 23rd Avenue
Gulfport, MS 39501-2968

P. O. Box 1842
Gulfport, MS 39502-1842

FAX: 228.864.3850

Attachment: RESOLUTION# 20210614-05 EXECUTION OF ENGAGEMENT LETTER WITH TMH FOR ADVISORY SERVICES TO SUPPORT THE

Expected Benefits

A project of this type can be expected to yield the following:

Recommendations for Rapid Improvements

- Project revenues from existing contracts at stated rates and dates rates may be modified upon contract renewal
- Project revenues from new contracts at more competitive rates on existing facilities and lands
- Project revenues from new contracts at competitive rates on planned new facilities and lands created or placed under The Commission's authority by the State of Mississippi
- *Implementation Projects*

Until the detailed review is complete, we are not prepared to identify the prospective benefits of major recommendations, although our experience is that substantial additional improvement will result.

In presenting each major recommendation, we will clearly identify the specific benefits, the expected cost to implement, and the proposed plan. Thus, The Commission will be able to judge the value and priority of each project before proceeding with it.

Project Organization

The project will be under the overall supervision of a partner from our firm's management advisory services division, who will work closely with Tonya Ladner and Madeline Walker. The professionals used on this engagement will be staff, senior, manager and partner level CPAs, and one or two organization employees assigned to our group.

Fee Estimate and Timetable

Our fee for this project will be billed to you based on actual hours incurred at our standard hourly billing rates and are as follows: staff accountant - $150.00 per hour; senior accountant - $175.00 per hour; manager - $200.00 per hour; partner - $250.00 per hour. Our policy is to bill every month for services and other out-of-pocket costs (if any). Payment is due when invoices are rendered.

We will keep you informed of our progress during the engagement. We are pleased to have you as a client and hope this will begin a long and pleasant association.

Very truly yours,

TMH

Gregory L. Fairey, CPA

RESPONSE:

This letter correctly sets forth the understanding of Hancock County Port & Harbor Commission:

_____ _____

Officer Signature Title

_____

Date

Attachment: RESOLUTION# 20210614-05 EXECUTION OF ENGAGEMENT LETTER WITH TMH FOR ADVISORY SERVICES TO SUPPORT THE

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 14, 2021
To:	Port & Harbor Commission
From:	James Buras, Director of Public Works
Subject:	RESOLUTION# 20210614-06
	AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL SERVICES ASSOCIATED WITH RR2102 - CROSSING IMPROVEMENTS AT A COST NOT TO EXCEED $59,900

FY21 Budget	**2021**	**2022**
Engr	$20,000	-
Constr	$150,100	$100,000
CNMR	$59,267	$39,511
Site Prep	-	-
Total Budget	$850,053	-

Funding	**2021**	**2022**
State	-	-
Internal	$229,267	$139,511
Total Budget	$229,267	$139,511

ATTACHED:
TO #3 - RR2102 Crossing Improvements

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210614-06

AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL SERVICES ASSOCIATED WITH RR2102 - CROSSING IMPROVEMENTS AT A COST NOT TO EXCEED $59,900

WHEREAS, by Resolution 20200824-02 the Hancock County Port & Harbor Commission ("Commission") adopted its FYE 2021 Budget and 2019 WIP- 2022 Capital Improvement Plan;

WHEREAS, the FYE 2021 Budget and associated 2019 WIP – 2022 Capital Improvement Plan was amended by Resolutions 20210322-02;

WHEREAS, the FYE 2021 Budget and associated 2019 WIP – 2022 Capital Improvement Plan includes Project **RR2102- Crossing Improvements** in the amount of $6,626,349;

WHEREAS, by Resolution 20210614-01 the Commission has selected Neel Schaffer for Professional Services relating to Port Bienville Railroad projects through Task Orders from time to time;

WHEREAS, it is in the best interest of the Commission to approve the attached Task Order #3 for the design and construction management of replacing five (5) at-grade rail crossings for an amount Not to Exceed $59,900;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby approves and authorizes the execution of Task Order #3 to Neel-Schaffer, Inc. by the Chief Executive Officer for a not to exceed amount of $59,900.00;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

ATTACHED:
TO #3 - RR2102 Crossing Improvements

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

RESULT:	**CARRIED AS AMENDED [UNANIMOUS]**
MOVER:	Robert Martin, Commissioner
SECONDER:	Michael Bennett, Secretary
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

ATTACHED:
TO #3 - RR2102 Crossing Improvements

TASK ORDER NO. 3

This is Task Order No. **3**
consisting of 35 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **June 16, 2021**, Owner and Engineer agree as follows:

ARTICLE 2—TASK ORDER DATA

a.	Effective Date of Task Order:	July 6, 2021 (HCBOS Meeting)
b.	Owner:	Hancock County Port & Harbor Commission
c.	Engineer:	Neel-Schaffer, Inc.
d.	Specific Project (title)	RR2102 – Crossing Improvements
e.	Specific Project (description):	Replace timber ties and asphalt in five (5) at-grade RR crossings located at Port Bienville Industrial Park. Two (2) crossings at Poly, two (2) crossings at Manufab, and one (1) crossing at A&R.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	Not Applicable.

ARTICLE 3—BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information.

Project Location: Port Bienville Industrial Park

Description of Improvements: Replace timber ties and asphalt in five (5) at-grade RR crossings located at Port Bienville Industrial Park. Two (2) crossings at Poly, two (2) crossings at Manufab, and one (1) crossing at A&R.

Current Specific Project Budget: $368,778.00

Funding Source: PBVR

ARTICLE 4—SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order.

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

C. Resident Project Representative (RPR) Services:

1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.

D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

ARTICLE 5—DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

ARTICLE 6—ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: None.

ARTICLE 7—TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: Not Applicable.

ARTICLE 8—ENGINEER'S COMPENSATION

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	**$38,900.00**	**Hourly**
a. Preliminary and Final Design Phase	$17,700.00	Hourly
b. Bidding/Proposal Phase	$3,300.00	Hourly
c. Construction Phase	$13,900.00	Hourly
d. Topographic Survey	$4,000.00	Subconsultant
2. Resident Project Representative Services*	**$21,000.00**	**Hourly**

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

TOTAL COMPENSATION Not To Exceed (items 1 and 2)	**$59,900.00**	**Hourly**
3. Additional Services under Section 2.D above Not To Exceed	**N/A**	**N/A**

*Based on a **2**-month continuous construction period and periodic inspection (20 hours per week).

C. Estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. Compensation is based on Time and Material and shall not exceed total amount stated above unless approved in writing by the Owner.

ARTICLE 9—ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. Not Applicable.

ARTICLE 10—EXHIBITS AND ATTACHMENTS:

A. Exhibit A to Task Order—Engineer's Services Under Task Order

B. Exhibit B to Task Order—Task Order Deliverables Schedule

C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order

D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

OWNER:	**ENGINEER:**
By: _____	By: _____ P.E.
HANCOCK COUNTY PORT AND HARBOR COMMISSION	NEEL-SCHAFFER, INC.
Print Name: WILLIAM P. COTTER	Print Name: STEVEN A. TWEDT
Title: CEO	Title: SENIOR VICE PRESIDENT
	Engineer's License or Firm's Certificate No. (if required): 11221
	State of: Mississippi
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: JAMES BURAS	Name: ALEX DAVIS
Title: DIRECTOR OF PUBLIC WORKS	Title: PROJECT ENGINEER
Address: 14054 Fred & Al Key Road | Kiln, MS 39556	Address: 772 Howard Avenue | Biloxi, MS 39530
E-Mail Address: JBURAS@HCPHC.MS	E-Mail Address: ALEX.DAVIS@NEEL-SCHAFFER.COM
Phone: (228) 467-9231 (ext. 24)	Phone: (228) 374-1211
Date: 5-28-21	Date: 6-16-21

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 4 OF 4: EXHIBITS TO TASK ORDER

EXHIBITS TO TASK ORDER

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EXHIBIT A—ENGINEER'S SERVICES UNDER TASK ORDER

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

EXHIBIT C—RESERVED

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

EXHIBIT F—RESERVED

EXHIBIT G—RESERVED

EXHIBIT H—RESERVED

EXHIBIT I—RESERVED

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

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1.02 Study and Report Phase 2
1.03 Preliminary Design Phase 5
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1.07 Post-Construction Phase 20
Article 2— ADDITIONAL SERVICES 20
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Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 11—BASIC SERVICES

11.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

11.02 Preliminary Design Phase (30%)

A. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use during the Preliminary Design Phase.

3. The Preliminary Design Phase Submittal will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, a preliminary Opinion of Probably Construction Cost, and written descriptions of the Specific Project. The Preliminary Design Phase Submittal will consider the following matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:

a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards, and Owner directed improvements and facility elements as communicated to the Engineer and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").

b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.

c. Site conditions and characterization as known at the time of, or to be determined during,

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.

d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.

e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

f. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.

g. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.

4. Visit the Site as needed to prepare the Preliminary Design Phase Submittal.

5. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

6. Above-Ground Utilities

a. Review above-ground utilities information obtained from Owner and from observations at the Site.

b. Make recommendations regarding any further identification, investigation, and mapping of above- ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

7. Underground Facilities

a. Review Underground Facilities data furnished by Owner and obtained through topographic survey.

b. Account for underground utilities, based on available information, when advancing design during the Preliminary Design Phase.

8. Mitigation of Utilities Conflicts

a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

9. Surveys, Topographic Mapping, and Utility Documentation

a. Provide a topographic survey to determine existing conditions and aid in design of the Project.

10. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals,

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents, and any other related documents or content for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

11. Prepare and Furnish the Preliminary Design Phase Submittal. This Submittal will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, a preliminary Opinion of Probably Construction Cost, written descriptions of the Specific Project, and Engineer's findings and recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be electronically submitted, or otherwise organized and assembled for ease and practicality of use.

12. Engineer will meet with Owner to discuss the draft Preliminary Design Phase Submittal and receive Owner's comments.

13. Furnish the revised/finalized Preliminary Design Phase Submittal to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Submittal.

11.03 Final Design Phase (60%, 90% and 100%)

A. After acceptance by Owner of the Preliminary Design Phase Submittal and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any

necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **1**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Submittal (as revised). As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

1. 60% (First) Design Phase draft of all Drawings and Specifications.

2. 90% (Second) Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.

3. 100% (Third/Final) Design Phase Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.

C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.

D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Template documents will be provided by Owner.

2. When Engineer is required to use other than the documents provided by Owner, then as required in the Preliminary Design Phase, Owner will furnish to Engineer a copy of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:

1. addressing required and proposed activities or mitigations identified in the analysis of utilities during Preliminary Design Phase and having an impact on the final design and considering such in

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

preparing the Drawings and Specifications.

F. Engineer shall perform or furnish the following other Final Design Phase services:

1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

2. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.

4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

a. 60% (First) draft design review meeting at Owner's office.
b. 90% (Second) draft design review meeting at Owner's office.
c. Engineer will prepare and distribute minutes of each such meeting and conference call, indicatingattendees, topics discussed, decisions made, and action items for follow-up.

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

11.04 Bidding/Proposal Phase

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.

a. **Bid documents will be distributed via Owner's planroom at www.portairspacework.com**

b. **Electronic bids will be received at www.portairspacework.com.**

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.

4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.

6. Consult with Owner as to the qualifications of prospective contractors.

7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

11.05 Construction Phase

A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.

1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified.

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2. Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in Standard General Conditions of the Construction Contract or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating AdditionalServices.

c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities asa licensed professional.

2. Resident Project Representative (RPR): Engineer will provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform testing services (if required).

4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

5. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction

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Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. Schedules: Receive, review, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

a. Schedules will be acceptable to Engineer as to form and substance:

1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

10. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority

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over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of theWork, in accordance with the Construction Contract Documents.

11. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

12. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

13. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

14. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

15. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

16. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as

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required.

17. Change Proposals and Claims

a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

18. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

19. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

20. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

21. Inspections and Tests

a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to beinspected, tested, or approved may be covered.

c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

22. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

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a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

23. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

24. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

25. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

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a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective,and subsequently confirm that Contractor has corrected any such deficiencies;

c. follow the procedures in the Construction Contract regarding review and response to Contractor'sapplication for final payment and accompanying documentation; and

d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

11.06 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Provide all required Closeout Documents as defined by Owner.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 12—ADDITIONAL SERVICES

12.01 Additional Services Not Requiring Owner's Written Authorization

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A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materialsor equipment other than “or equal” items;

b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;

c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer’s services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties’ entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer’s services will be part of Basic Services.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).

7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

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9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

12.02 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.

7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

8. Undertaking investigations and studies including, but not limited to:

a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliencyof the design;

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b. detailed consideration of operations, maintenance, and overhead expenses;

c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

d. preparation of appraisals;

e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

f. detailed quantity surveys of materials, equipment, and labor; and

g. audits or inventories required in connection with construction performed or furnished by Owner.

9. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

10. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

11. Providing the following services:

a. Services attributable to more prime construction contracts than specified in Exhibit AParagraph 1.04.A.1.

b. Services to arrange for performance of construction services for Owner by contractors other than theprincipal prime Contractor, and administering Owner's contract for such services.

12. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).

13. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

14. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

15. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

16. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.

17. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including

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Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

18. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

19. Preparation of operation, maintenance, and staffing manuals.

20. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.

21. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).

22. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.

23. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

24. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

25. Other additional services performed/furnished by Engineer not provided in this Agreement.

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EXHIBIT N—EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph and table.

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Schedule
Engineer	Submit PDF review copy of the Preliminary Design Phase Submittal to Owner.	Within **30** days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	Within **2** days of the receipt from Engineer of the Preliminary Design Phase Submittal.
Engineer	Submit PDF review copy of the 60% Design Phase draft of Drawings and Specifications to Owner.	Within **10** days after receiving Owner's comments regarding Preliminary Design Phase Submittal.
Owner	Submit comments and instructions regarding the 60% Design Phase draft of Drawings and Specifications to Engineer.	Within **3** days of the receipt of the 60% Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit PDF review copy of the 90% Design Phase draft of Drawings and Specifications to Owner.	Within **10** days after receiving Owner's comments regarding the 60% Design Phase drafts of Drawings and Specifications from Engineer.
Owner	Submit comments and instructions regarding the 90% Design Phase draft of Drawings and Specifications to Engineer.	Within **5** days of the receipt from Engineer of the 90% Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit PDF copy of the final, completed, pricing-ready and construction-ready Drawings, Specifications, and OPC to Owner.	Within **15** days of the receipt of Owner's comments and instructions regarding the 90% Design Phase drafts of Drawings and Specifications.
Engineer	Submit to Owner: **3** copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and **3** of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	Within **10** days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other 100%Final Design Phase deliverables.

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

Engineer	Complete Bidding/Proposal Phase.	Within **60** days of request from Owner at completion of 100% Final Design Phase.
Engineer	Submit PDF copy of Post-ConstructionPhase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	Within **30** days of Substantial Completion.

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

EXHIBIT O—EXHIBIT C—RESERVED

Guidance Notes—Exhibit C

1. See Exhibit C—Amendment to Main Agreement, in E-505 Part 2 of 4: Exhibits to Main Agreement.

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

EXHIBIT P—EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

ARTICLE 13—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Main Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

13.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. The RPR will provide part-time representation (20 hours/week budgeted).

C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

13.02 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings, Samples, and other Submittals

a. Receive Samples that are furnished at the Site by Contractor.

b. Receive Contractor-approved Shop Drawings.

c. Receive other Submittals from Contractor.

d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. Review of Work; Defective Work

a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting

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particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

13.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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EXHIBIT Q—EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

Notes to User

1. Exhibit A Paragraph 1.06.B.27 indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations, including those set forth in the form for that purpose, which is attached in Exhibit E, "EJCDC® C-626, Notice of Acceptability of Work." That form is attached on the following pages of this Exhibit E. The C-626 form included here is published by EJCDC as part of the 2018 Construction Series.

2. This Notice of Acceptability of Work is the "written notice" referred to in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.06.C.

3. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 18.01, Giving Notice.

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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EXHIBIT R—EXHIBIT F—RESERVED

Guidance Notes—Exhibit F

1. See Exhibit F—Electronic Documents Protocol (EDP), in E-505 Part 2 of 4: Exhibits to Main Agreement.

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

EXHIBIT S—EXHIBIT G—RESERVED

Guidance Notes—Exhibit G

1. See Exhibit G—Insurance, in E-505 Part 2 of 4: Exhibits to Main Agreement.

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EXHIBIT T—EXHIBIT H—RESERVED

Guidance Notes—Exhibit H

1. See Exhibit H—Dispute Resolution, in E-505 Part 2 of 4: Exhibits to Main Agreement.

Exhibit H Omitted.

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

EXHIBIT U—EXHIBIT I—RESERVED

Guidance Notes—Exhibit I

1. See Exhibit I—Limitations of Liability, in E-505 Part 2 of 4: Exhibits to Main Agreement.

Exhibit I Omitted

Attachment: RESOLUTION# 20210614-06 AUTHORIZING EXECUTION OF TASK ORDER #3 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 14, 2021
To:	Port & Harbor Commission
From:	Obie McClure,
Subject:	RESOLUTION# 20210614-08 AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP, LLC. FOR CONSTRUCTING A SUNSHADE STRUCTURE TO SUPPORT RETENTION AND EXPANSION OF MAINTENANCE REPAIR AND OVERHAUL OPERATIONS OF UNITED STATES GOVERNMENT AIRCRAFT AT STENNIS INTERNATIONAL AIRPORT

Licensee - Tyonek Services Group, LLC.

Space - 12,000 SF of aircraft parking between the Integrated Services Facility (ISF) and Hangar C

Term - 12 months (June 1, 2021 - May 31, 2022)
two (2) one-year renewal options

Base Rent - $ 9,000 annually with a 3% rent increase upon renewal

Pass Throughs - None

Deposit - $2,250

ATTACHED:
Tyonek Sunshade

Attachment: RESOLUTION# 20210614-08 AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP, LLC. FOR

Attachment: RESOLUTION# 20210614-08 AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP, LLC. FOR

HANCOCK MISSISSIPPI PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210614-08

AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP, LLC. FOR CONSTRUCTING A SUNSHADE STRUCTURE TO SUPPORT RETENTION AND EXPANSION OF MAINTENANCE REPAIR AND OVERHAUL OPERATIONS OF UNITED STATES GOVERNMENT AIRCRAFT AT STENNIS INTERNATIONAL AIRPORT

WHEREAS, on December 18, 2015, the Hancock County Port & Harbor Commission and Selex Galileo, Inc. entered into a Tenant and Operator Lease Agreement for Stennis International Airport ("Consolidated Lease Agreement") for leased premises and grounds, as more particularly described in the Consolidated Lease Agreement;

WHEREAS, the Initial Term of the Consolidated Lease Agreement with Tyonek is a maximum of five (5) years beginning on January 1, 2016 and expiring on December 31, 2020;

WHEREAS, the Commission received a lease extension notice from Tyonek and pursuant to the Consolidated Lease Agreement and by Resolution 20200715-08, approving the first day of the Extended Term to be January 1, 2021 for a period of five (5) years, which would expire on December 31, 2025;

WHEREAS, Article 2, Paragraph 2.01(c) of the Consolidated Lease Agreement, identifies the leased premises to include 27,139.75 square feet of aircraft parking apron specific to Hangar C;

WHEREAS, Article 10, Paragraph 10.01 and 10.02 of the Consolidated Lease Agreement, identifies those costs for improvements required by the Tenant shall be installed at the Tenant's sole expense and that any "plans for construction, modifications, or repairs other than routine maintenance of improvements shall be submitted to and approved in writing by the Owner which approval shall not be "unreasonably withheld" respectively;

WHEREAS, Tyonek Service Group, Inc., at their sole expense, wishes to make improvements to the 27,139.75 square feet of aircraft parking apron adjacent to Hangar C by designing (via professional services), constructing, and maintaining a sunshade temporary structure;

ATTACHED:
Tyonek Sunshade

WHEREAS, it was later determined and recommended to find an alternate location of the sunshade other than the parking apron adjacent to Hangar C due to emergency response concerns;

WHEREAS, it comes for consideration the desire of the Hancock County Port & Harbor Commission ("Commission") to enter into a Lease Agreement with Tyonek Services Group, LLC, (Tyonek) for approximately 12,000 SF of aircraft parking between the Integrated Services Facility (ISF) and Hangar Cat Stennis International Airport located at 13995 Fred & Al Key Road, Kiln, Mississippi, 39556;

WHEREAS, Tyonek Services Group, LLC. will use the leased facilities to construct a sunshade structure to support retention and expansion of maintenance repair and overhaul operations of United States Government aircraft at Stennis International Airport;

WHEREAS, the Lease Agreement shall be for a term of 12 months effective June 1, 2021, and continuing through May 31, 2022, at an annual rent of $9,000;

WHEREAS, Tyonek Services Group, LLC. may extend the Lease for two (2) consecutive one-year periods by providing written notice sixty (60) days prior. In the event the Lessee chooses to extend the Lease Term beyond May 31, 2022, the lease shall escalate by 3% on June 1, 2022, and June 1st of each subsequent year the lease remains in effect;

WHEREAS, the total amount of rent paid by Tyonek Services Group, LLC. through the initial term will be $9,000;

WHEREAS, entering into the proposed Lease Agreement is in the best interest of the Commission;

NOW THEREFORE, BE IT RESOLVED, the Hancock County Port & Harbor Commission hereby accepts and authorizes the Chief Executive Officer of the Hancock County Port & Harbor Commission to execute the Lease Agreement and any and all documents that may be necessary with Tyonek Services Group, LLC. for a lease term of June 1, 2021, through May 31, 2022, for approximately 12,000 SF for an annual total revenue of $9,000;

ATTACHED:
Tyonek Sunshade

Attachment: RESOLUTION# 20210614-08 AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP, LLC. FOR

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

RESULT:	**CARRIED AS AMENDED [UNANIMOUS]**
MOVER:	Michael Casano, Commissioner
SECONDER:	Robert Martin, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Tyonek Sunshade

Attachment: RESOLUTION# 20210614-08 AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP, LLC. FOR

LEASE AGREEMENT
Stennis International Airpark

LEASE SUMMARY

Jobs:	-
Average Wage:	-
Investment:	$500,000.00
Annual Lease Revenue:	$9,000.00
Lessor:	Hancock County Port & Harbor Commission 14054 Fred & Al Key Road Kiln, MS 39556
Lessee:	Tyonek Services Group, Inc. 229 Palmer Road Madison, AL 35758
Square Footage:	12,000 SF Sunshade
Premises Description:	Lessee will construct and maintain a temporary sunshade structure on 12,000 SF of aircraft parking between the Integrated Support Facility (ISF) and Hangar C.
Primary Term:	The term of the lease ("Lease Term") is one (1) year, beginning retroactively on June 1st, 2021, and ending May 31st, 2022. There are two one (1) year options to renew on the terms and conditions set forth below with the Lessor's written consent.
Annual Base Rent:	**$9,000.00**
Pass throughs:	**None**
Security Deposit:	**$2,250.00**

*****THIS LEASE SUMMARY IS FOR CONVENIENCE ONLY AND NOT A BINDING AGREEMENT AND DOES NOT MODIFY OR CHANGE OR OTHERWISE AFFECT ANY TERMS OF THE ACTUAL LEASE*****

Attachment: RESOLUTION# 20210614-08 AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP, LLC. FOR

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Exhibit "A" – Lease Area Description

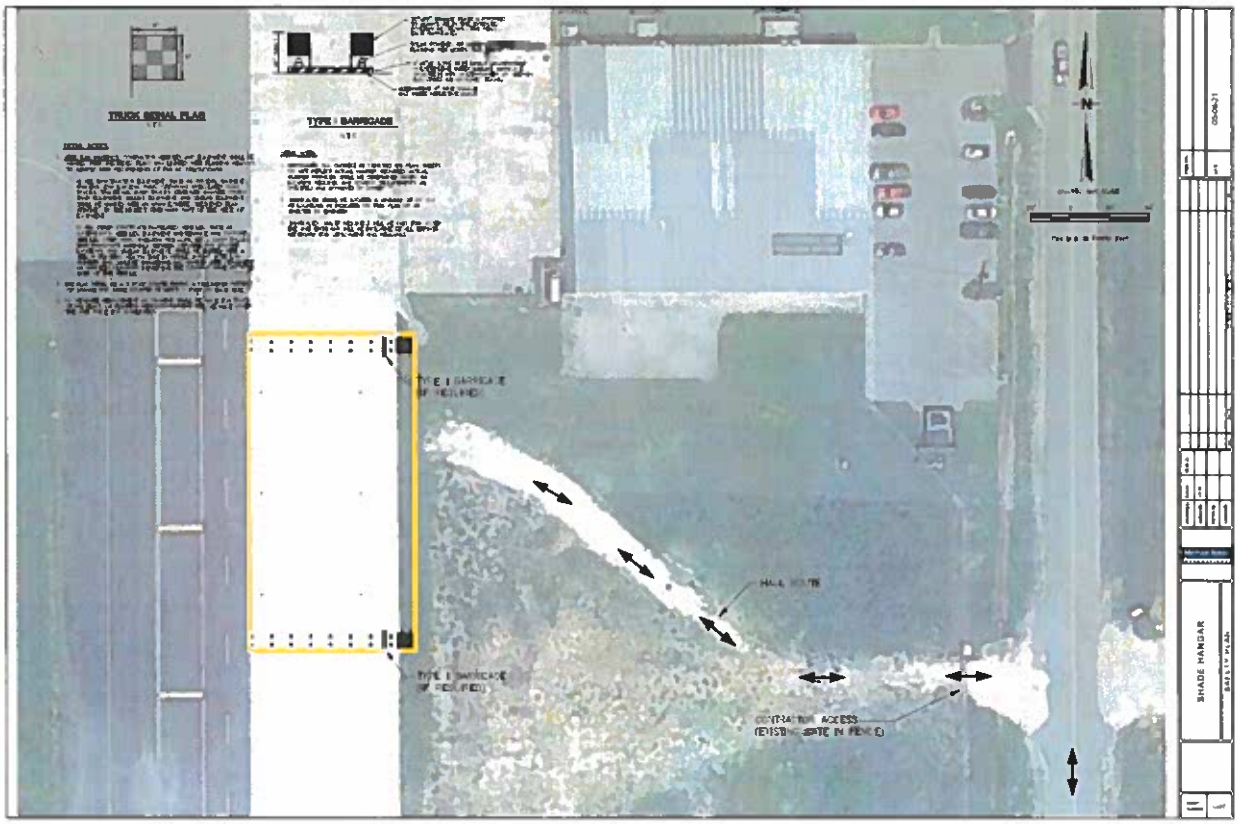

Exhibit "B" – Site Development Plan To be provided in accordance with Article VII.

Attachment: RESOLUTION# 20210614-08 AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP, LLC. FOR

GROUND LEASE AGREEMENT

This Ground Lease Agreement (the "Lease") is entered into between Hancock County Port & Harbor Commission ("Lessor"), and Tyonek Services Group, INC. "Lessee") as of June 1st, 2021 (the "Effective Date"). Lessor and Lessee are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party".

Recitals

WHEREAS, Lessor is a County Port & Harbor Commission under the state laws of Mississippi and is duly organized and validly existing under the laws of the State, and is the operator of the Stennis International Airport (the "Airport") and associated Stennis International Airpark (the "Airpark") located in Hancock County, Mississippi;

WHEREAS, Lessee is an existing tenant and intends to develop the Premises, as described in Exhibit "A", pursuant to the Site Development Plan attached hereto as Exhibit "B" (the "Project") for the purposes of improving the 12,000 square feet of aircraft parking between the Integrated Support Facility (ISF) and Hangar C by designing (via professional services), constructing, and maintaining a sunshade temporary structure;

WHEREAS, Lessor desires to lease Premises as described below in order to generate revenue that will make the Airport more financially self-sustaining by expanding covered parking area capacity at Stennis International Airport;

WHEREAS, Lessee agrees, subject to the conditions of this Lease, to finance, develop, construct, own and manage the Project on the Premises, all in accordance with the terms of this Lease;

NOW, THEREFORE, in consideration of the covenants and agreements of the Parties of hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Article I. Premises

Section 1.01 **Leased Premises.** The Lessor demises and leases to Lessee, and Lessee leases from Lessor, approximately 12,000 square feet of aircraft parking property at the Airport as more particularly described in Exhibit "A" to this Lease (the "Premises").

(a) The Lessee accepts the Premises in its present condition as being adequate for Lessee's purposes and Lessor shall have no other obligations to Lessee to make any improvements or modifications to the Premises or any buildings, structures or appurtenances located upon said premises.

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Article II. Term

Section 2.01 **Term of Lease**. The initial term of the Lease (the "Initial Term") is twelve (12) months, beginning retroactively on June 1st, 2021 and ending on May 31st, 2022.

Section 2.02 **Options To Extend.** Lessee may extend the Lease for two (2) consecutive one-year periods (each one-year period an "Extended Term" and the Initial Lease Term with any Extended Terms, the "Lease Term") by providing written notice of its intent to renew at least sixty (60) days prior to the end of the Initial Lease Term or the end of the Extended Term of this lease.

Section 2.03 **Holdover.** If Lessee holds over and continues in possession of the Premises after the Lease Term expires, Lessee will be considered to be occupying the Premises on a month-to-month tenancy, subject to all the terms of this Lease, at double the monthly rate in effect when the Lease Term (or any extension) expired. Nothing in this section shall be interpreted as providing Lessee the right to holdover and if Lessee fails to vacate the Premises within ten days of a written request by Lessor, Lessee will be responsible for any legal fees incurred by Lessor in connection with Lessee's continued tenancy or termination thereof. Licensee shall not be authorized to conduct any commercial activities from or about the Designated Area while holding over without the consent of the Commission.

Article III. Rent/Security Deposit

Section 3.01 **Base Rent.** Lessee agrees to pay Lessor the sum and amount of Nine Thousand Dollars ($9,000.00) for the twelve (12) month term of this Lease, with the Lease payment being due within thirty (30) days of the Effective Date of this Lease.

Section 3.02 **Rent Adjustment.** The total rental amount shall be increased each anniversary of the beginning date of the Lease Term in the amount equaling 3% of the previous year's rental amount.

Section 3.03 **Payment & Late Charges.** Lessee will pay the base rent and any other applicable fees or charges to Lessor by mail to 14054 Fred & Al Key Road, Kiln, MS 39556 or at such other location or locations that Lessor may from time to time designate by written notice to Lessee.

(b) Lessee shall pay a late charge of five percent (5%) of any payment not received by Lessor by the tenth day of the month in which said payment is due. An additional five percent of the outstanding payments rent and any outstanding late charges shall apply on each subsequent month that such payments are outstanding.

Section 3.04 **Taxes and Assessments.** In addition to the base rent and amounts specified in § 3.01 and § 3.02, Lessee will pay in full all real-property taxes, special assessments, and governmental charges of any kind imposed on the Premises, improvements to the Premises, or leasehold interest in the Premises commencing on the first day of the Lease Term and continuing through the end of the calendar year in which the term ends, including any special assessments imposed on or against the Premises for constructing or improving public works. In the event Lessee occupies the Premises for part of a year, it will be

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responsible for any assessment resulting from such partial year occupancy. These taxes and assessments are payable directly to the entity imposing the tax, assessment, or charge at least 30 days before the date payment is due. Lessee will provide Lessor with a receipt or other evidence of payment for each tax, assessment, or charge paid as soon as a receipt or other evidence is available to Lessee, but not later than the date payment is due. Lessee will provide Lessor with a receipt or other evidence of its annual reporting requirements to the Tax Assessor/Collector of Hancock County for personal property and inventory subject to ad valorem property tax, which is due on or before March 30th of each year. Lessee shall provide notice to Lessor of any tax protest filed with Hancock County within seven (7) days of such notice being filed. In the event a change in law or change in interpretation of law results in the Premises or leasehold interest in the Premises exempt from real property taxes, special assessments, or other governmental charges, the annual rent for each Contract Year specified in Section 3.01 will be increased by the sum of the property taxes, special assessments, or other governmental charges in the last year they were assessed before the change in law or change in interpretation of law.

Section 3.05 **Security Deposits.** Upon execution of this Lease, Lessee shall deposit the sum of Two Thousand Two Hundred Fifty Dollars ($2,250.00) with Lessor as a deposit. Lessor may use the deposit to pay arrears of rent, to repair any damage or injury to the Premises, or to pay any expense or liability incurred by Lessor as a result of any default by Lessee under this Lease including but not limited to payment of ad valorem taxes upon the Premises or the leasehold interest in the Premises. If Lessor uses the deposit, or any portion thereof as authorized above, Lessee shall restore the deposit to its original amount within ten (10) days after notice from Lessor. Failure to restore the deposit to its original amount within the required time shall constitute a default under the Lease. Within 30 days after Lessee surrenders the Premises, or completion of repairs or replacement of damaged or destroyed property, whichever is later, Lessor shall return to Lessee any remaining portion of the deposit, after any lawful deductions, provided Lessee has given to Lessor an address specifically for that purpose. IT IS SPECIFICALLY PROVIDED, HOWEVER, THAT LESSEE SHALL NOT BE ENTITLED TO ANY PORTION OF THE SECURITY DEPOSIT AS A REFUND UNLESS LESSEE GIVES LESSOR ninety (90) DAYS NOTICE OF SURRENDERING THE PREMISES AT THE END OF THE LEASE TERM.

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Article IV. USE OF PREMISES

Section 4.01 **Lessee's Warranty Regarding Use.** Lessee represents and warrants to Lessor that the Lessee intends to use Premises for the development of a temporary sunshade structure (the "Facilities") for use of business retention and expansion of maintenance, repair, and overhaul of United States Government Aircraft by expanding covered aircraft parking area capacity at Stennis International Airport. Lessee's use of the property is restricted to the purpose specified in this section unless Lessee obtains Lessor's prior written consent to any change in use. Use of the Premises and Facilities shall be restricted to aeronautical related programs and other purposes reasonably incidental thereto and to the use of Lessee described above.

Section 4.02 **Lessee's Uses and Privileges.** Subject to Lessee's Warranty Regarding Use, Lessee shall have the nonexclusive easement to use, in common with other authorized users, the Airport, together with all facilities, equipment, improvements, and services which have been provided at the Airport and which have been designated by Lessor for the common use at the Airport.

Article V. COMPLIANCE & REPORTING

Section 5.01 **Compliance With Laws.**

(a) Lessee may not use, or permit the use of, the Premises in any manner that results in waste to the Premises or constitutes a nuisance or for any illegal purpose. Lessee, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with the Airport Rules and Regulations and Minimum Standards for Commercial Aeronautical Activities (as each may be amended from time to time) and all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the use of the Premises.

(b) Lessee, at its sole cost, must comply with all Hazardous Materials Laws in connection with Lessee's use of the Premises.

(c) "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Mississippi, or the federal government, including, but not limited to, any material or substance that is upon commencement of the Lease or at any time during the Lease, (1) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq., or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. § 1317, (2) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., (3) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., (4) petroleum, (5) asbestos, and (6) polychlorinated biphenyls.

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(d) "Hazardous Materials Laws" means any federal, state, or local statute, ordinance, order, rule, or regulation of any type relating to the storage, handling, use, or disposal of any Hazardous Materials, the contamination of the environment, or any removal of such contamination, including, without limitation, those statutes referred to in subparagraph c.

(e) Lessee shall coordinate with Lessor regarding environmental issues related to the Premises.

(f) Lessee shall obtain any and all permits and/or licenses required to conduct its business on the Premises, including but not limited to a Hancock County business license, and provide a copy of same to Lessor.

Section 5.02 **Regulatory Reporting Requirements.**

(a) Lessee must promptly supply Lessor with copies of all notices, reports, correspondence, and submissions made by Lessee to the Mississippi Department of Environmental Quality, the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or hazardous materials pursuant to hazardous materials laws. Lessee shall provide to Lessor copies of all permits and/or licenses issued to Lessee for operation of its business on the Premises and all modifications, amendments, and other changes within 30 days after issuance of same.

(b) Lessee must promptly notify Lessor in advance of any scheduled meeting between Lessee and any of the agencies specified or described in subparagraph a. In the case of regulatory inspections for which the Lessee has not received advance notice, Lessee shall notify Lessor within 48 hours of the visit and the corrective actions, if any, required by the agency.

Section 5.03 **Information to Be Provided to Lessor.** Omitted.

Section 5.04 **Economic Nondiscrimination.** In the event the Premises are used in the offering of any services to the public, Lessee shall:

(a) Furnish the services on a reasonable, and not unjustly discriminatory basis, to all users thereof; and

(b) Charge reasonable, and not unjustly discriminatory prices for each unit of service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Article VI. REPAIRS, MAINTENANCE, AND CLEANUP

Section 6.01 **Condition of Premises.** Lessee accepts the Premises in their present condition "AS IS" and acknowledges that the Premises are suitable for Lessee's intended use.

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Section 6.02 **Repairs and Maintenance.** Lessee shall, at its own cost, throughout the term of this Lease, to maintain the Premises – paved or unpaved areas, including any improvements, in a good state of repair. The maintenance required by Lessee shall include reasonable preventative maintenance of all Facilities and other improvements installed by Lessee.

Section 6.03 **Lessee's Failure to Repair or Maintain.** If Lessee fails to perform its obligation to repair, replace, or maintain, as set forth in §6.02, within a reasonable time after notice from Lessor of the need for the repair, replacement, or maintenance, Lessor may enter the Premises and make the repairs or replacements, or perform the maintenance, or have the repairs or replacements made or maintenance performed, at its own expense. On Lessor's notice to Lessee of the performance and cost of any maintenance, repairs, or replacements under this section, Lessee must immediately reimburse Lessor for any reasonable costs incurred by Lessor under this section, together with interest on the sum at the highest legal rate from the date of the notice until the date paid by Lessee to Lessor.

Section 6.05 **Delivery of Premises at End of Term.** Lessee shall remove all Lessee's personal property, Lessee-owned equipment, and stored items from the Premises at the end of the Lease Term. The Premises shall be returned to Lessor in clean, empty, and good condition reasonable wear and tear excepted, subject to any improvements or alterations accepted by Lessor pursuant to Section 8.03. Under no circumstances shall stored items be left on or in the Premises. Lessor may retain, destroy, or dispose of any property left on the Premises at the end of the Term without liability to Lessee for loss or damage.

Section 6.06 **Lien.** Lessee will not permit any lien to be placed on the Premises or improvements on the Premises. Lessee must promptly notify Lessor as to any liens threatened or attached against the Premises. Lessee will promptly pay any lien that is filed on the Premises or on improvements located in the Premises. If default in payment of the lien continues for 20 days after Lessor's written notice to Lessee, and in any case before the date on which any proceedings to foreclose on such lien begin, Lessor may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Lessor pays to remove a lien caused by Lessee to be filed against the Premises or improvements on them, including expenses and interest, are due from Lessee to Lessor and must be repaid to Lessor immediately on rendition of notice, together with interest at eighteen percent (18%) per annum until repaid.

Section 6.07 **Allocation of Environmental Cleanup Costs.** Lessee is responsible only for the payment of that portion of any cleanup costs necessary for compliance with Hazardous Materials Laws that arise as a result of discharge of hazardous materials on the Premises by Lessee or Lessee's agents, contractors, representatives, invitees, or other associated parties.

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Article VII SITE DEVELOPMENT PLAN

Section 7.01 **Design of Improvements.** Lessee shall select qualified architects and engineers to design the Project in accordance with the Site Development Plan and otherwise in accordance with the terms and provisions of this Lease. In furtherance of the foregoing and without limiting the generality thereof, Lessee shall cause its architects and its engineers to prepare, prior to construction or on a phased basis during construction, architectural, site, structural, mechanical and/or electrical drawings and specifications in the form and content required by the appropriate local planning and zoning authorities and all applicable legal requirements (collectively, the "Plans and Specifications") and submit it within thirty (30) days from the effective date of this lease. Lessee shall diligently pursue preparation of the Plans and Specifications for the design and construction of the Project promptly upon execution of this Lease and shall cause the same to be substantially completed with all necessary approvals within a reasonable time thereafter and in no case later than one hundred eighty (180) days from the Effective Date. Lessee shall supply to Lessor "for construction" drawings on disks for the most current version of AutoCAD for CADD generated drawings, or in another mutually agreeable electronic format.

Section 7.02 **Construction of Improvements** Prior to construction of the Project of any component thereof, Lessee shall obtain approval of the Plans and Specifications therefore from Lessor. The construction of the Project or component shall be in accordance with the Plans and Specifications shall not deviate in any material respect from such approved Plans and Specifications without additional approval of the Lessor. A change or deviation from the approved Plans and Specifications shall be considered material if it substantially modifies the quality and/or character of the Project. All proposed construction shall comply with any applicable minimum standards or codes of Hancock County or the Hancock County Port and Harbor Commission, including but not limited to any then applicable Minimum Standards for Airport Hangar Construction or Protective Covenants and any approval by Lessor shall not relieve the Lessee of this obligation.

Section 7.03 **Commencement of Construction.** Lessee shall commence construction pursuant to the Site Development Plan within one hundred eighty (180) days following written notice from Lessor that the Lessees Plans and Specification are approved.

Section 7.04 **Substantial Completion.** Lessee shall diligently pursue completion of the Project without interruption and shall substantially complete the Project and apply for a certificate of occupancy no later than 365 days following written notice from Lessor that the Lessees Plans and Specifications are approved.

Section 7.05 **Collateral Assignment** Prior to the commencement of construction of the Project and thereafter in connection with any additions, replacements or substitution to or for contracts relating to the development and construction of the Project, as security for the completion of the Project and the performance of Lessee's obligations under this Article VIII, Lessee hereby collaterally assigns to Lessor (a) the benefits inuring to and the obligations for the benefit of Lessee under any and all contracts relating to the construction and development of the Project and the right to enforce the same in Lessor's name, following the occurrence of an Event of Default and the expiration of any cure period set forth in Article XXIII, and (b) the right to use the Plans and Specifications in connections with such enforcement.

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Article VIII SUBSEQUENT WORK

Section 8.01 **Lessor Consent.** After initial construction pursuant to the Site Development Plan, Lessee must submit any plans for construction, alterations, modifications, additions, and repairs on the Premises (other than routine maintenance of improvements) for Lessor approval. Lessor approval must be in writing and shall not be unreasonably withheld.

Section 8.02 **Signs.** Any signs of Lessee shall be consistent with the Uniform Sign Plan for Stennis International Airport. No sign may be erected without written approval of Lessor.

Section 8.03 **Alterations Required by Accessibility Laws.** If any alterations, additions, or improvements to the Premises are mandated by legal requirements related to accessibility by persons with disabilities ("accessibility alterations"), Lessee is responsible for making them. This allocation of responsibility for compliance with such legal requirements is a material inducement for the Parties to enter this Lease.

Article IX IMPROVEMENTS, FIXTURES, AND OTHER PROPERTY AT TERMINATION

Section 9.01 **Improvements, Fixtures, and Other at Termination.** Lessee agrees to yield and deliver to Lessor possession of the Premises at the termination of this Lease by expiration or otherwise. Lessee shall retain the Sunshade at the end of the Lease Term. Lessor shall have the option of accepting any or all alterations, additions, or improvements made by Lessee when the Lease terminates with such accepted alterations, additions, and improvements becoming the property of Lessor or rejecting any or all alterations, additions, or improvements made by Lessee and Lessee may be required to return the Premises to the condition that existed prior to the alterations, additions, or improvements rejected by Lessor. In the event rejected alterations, additions, or improvements have not been undone or removed at the expiration or termination of the Lease, then Lessor may remove such alterations, additions, and improvements made by Lessee and any other property it placed in the Premises, and charge Lessee the cost of removal or reverting plus interest which amount shall be paid within 50 days of Lessor's notice to Lessee of the amount due. In the event of accepted alterations, additions, or improvements, titles to and ownership of all such alterations, additions, or improvements shall automatically and immediately vest in Lessor without the necessity of any further action being taken by Lessee or Lessor and without any instrument being executed and delivered by Lessee. Lessee shall return the leased site to the original condition upon the expiration of this lease.

Section 9.02 **Assignments for Property Accepted by Lessor.** Effective upon the Termination Date, Lessee assigns, transfers, and conveys to Lessor, without warranty, the following as they relate to alterations, additions, or improvements to the Premises:

i. Any copyright interests in and the right to use the Plans and Specifications of any improvements, alterations, or additions to the Premises, to the extent owned by Lessee;
ii. The right to enforce, in the Lessee's own name as a property party, (a) any Project construction contracts or other maintenance or

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services contracts in force with respect to the Project and any warranties or choses in action arising under any of them or in connection with the performance thereof, as the case may be, and (b) any other agreement and the warranties arising under any other agreement for the provision of the design and construction of the Project or of any other alterations, additions, or improvements to the Property

(b) Lessee agrees to deliver to Lessor written assignments confirming the transfers immediately upon and effective as of the Termination Date and shall also deliver to Lessor any and all of the following related to alterations, additions, or improvements to the Premises:

i. Any and all plans and specifications, including but not limited to the most current set of (a) "for construction" plans and (b) "as-built" plans, if any, for all improvements upon the Premises (reproducible manual drawings and, to the extent in the possession, or under the control of Lessee, disks for the most recent version of industry standard software for computer generated drawings)

ii. Any keys or access devices to or for the Premises and any codes or combinations in respect to the Premises then in effect; and

iii. If and to the extent customarily maintained by Lessee, equipment maintenance records, equipment or maintenance manuals, all management records, an inventory of spare parts, all elevator maintenance/inspection records, and other facility-related records, reports, and materials.

Article X. INSURANCE AND INDEMNITY

Section 10.01 **Lessee's Property Insurance.** Lessee, at its sole cost and expense, shall be responsible for maintaining property insurance (including wind and flood, if in a flood zone, for the replacement value of insurable buildings and improvements erected on the Premises. Lessee, at its sole cost and expense shall also be responsible for maintaining any and all insurance desired by Lessee for Lessee's personal property, furniture, fixtures, and equipment. Lessor shall not provide such insurance nor will proceeds from any Lessor policy be available for losses related to the improvements or Lessee's personal property, furniture, fixtures, or equipment.

Section 10.02 **Lessor's Property Insurance.** Lessor may keep insurance on the Premises in an amount determined by Lessor in its sole discretion and Lessee will have no claim to any proceeds of Lessor's insurance policies.

Section 10.03 **Lessee's Liability Insurance.** Lessee, at its own expense, must provide and maintain in force during the Lease Term (a) general commercial liability insurance, for both personal injury and property damages, including products and completed operations, covering Lessee operations and the Premises and anywhere in the Stennis International

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Airpark, with a minimum limit of $1,000,000.00 single limit and $2,000,000 in the aggregate, (b) automobile liability insurance on all vehicles owned or operated by Lessee in the Stennis International Airpark, including those which are hired or non-owned and used in the course of Lessee's operations, with a combined single limit of $1,000,000 per occurrence, (c) hangar-keeper's liability insurance insuring the property of other under the care, custody, and control of Lessee from the hazards of fire or other normal perils (d) a policy of Worker's Compensation Insurance as required by applicable law, and (e) employer's liability insurance in the minimum amount of $1,000,00 for bodily injury by accident, disease, or in the aggregate, covering injury or death to any employee which may be outside the scope of or in addition to liability under an workers compensation statute.

Pollution Legal Liability Insurance. Lessee shall carry and provide during the term of this lease, a Pollution Legal Liability insurance providing the following coverages:

i. On-site cleanup of new conditions arising after the commencement of this lease triggered by first-party discovery or third-party claim;

ii. Third-party claims for on-site bodily injury, property damage or cleanup costs arising from new conditions arising after the commencement of this lease;

iii. Pollution conditions resulting from transported cargo (third-party carrier or owned vehicle) while on Hancock County-owned or Hancock County Port & Harbor Commission-owned properties and adjacent entrances or exits;

iv. Coverage for punitive damages, fines, and penalties.

a. The policy shall provide coverages of not less than $5,000,000 per loss and not less than $5,000,000 in the aggregate.
b. The deductible on the policy shall not be greater than $25,000.00 per occurrence.

Section 10.04 **Remedy for Failure to Provide Insurance.** Lessee must furnish Lessor with certificates of all insurance required by this article. If Lessee does not provide the certificates when Lessor delivers possession to Lessee and within ten days prior to any renewal date, or if Lessee allows any insurance required under this article to lapse, Lessor may, at its option, take out and pay the premiums on the necessary insurance to comply with Lessee's obligations under this article. Lessor is entitled to reimbursement from Lessee for all amounts spent to procure and maintain the insurance, with interest at the rate of

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eighteen (18) percent annually from the date Lessee receives Lessor's notice of payment until reimbursement.

Section 10.05 **Lessee's Environmental Indemnity.** Lessee agrees to indemnify, defend, and hold harmless Lessor from and against all claims, liabilities, losses, damages, remediation expenses, fines and penalties, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that Lessor may incur by reason of Lessee's action or inaction with regard to Lessee's obligations under Article 5 of this Lease. This section survives the expiration or earlier termination of this Lease.

Section 10.06 **Hold-Harmless Clause** Lessee will indemnify and hold Lessor harmless against any claims, demands, damages, costs, fines, penalties, and expenses, including reasonable attorney's fees for defending claims and demands, arising from the conduct or management of Lessee's business on the Premises or its use of them; from any breach by Lessee of any conditions of this Lease; or from any act of negligence of Lessee, its agents, contractors, employees, sublessees, concessionaires, or licensees in or about the Premises. If any action or proceeding is brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, will defend the action or proceeding by counsel acceptable to Lessor.

Selection 10.07 **Release of Claims/Waiver of Subrogation.** Lessee shall release Lessor from any claim, by subrogation or otherwise, for any damage to the Premises, the building, or personal property within the building, regardless of cause, including negligence of Lessor, however, the release applies only to the extent the damage is covered by insurance proceeds and the release does not adversely affect any insurance coverage. Lessee will notify their insurance companies of the release set forth herein and will have the insurance policies, endorsed, if necessary, to prevent invalidation of the insurance coverage.

Section 10.08 **Additional Insured and Other Requirements.** All insurance required to be carried by Lessee shall be written on an occurrence basis, and with the exception of workers' compensation and employer's liability, shall name Hancock County and the Hancock County Port & Harbor Commission as additional insured. Lessee shall provide Lessor with certificates of insurance for each insurance policy required in a form acceptable to Lessor evidencing policies of insurance and such certificates will indicate that the described insurance policies may not be canceled before the expiration of a thirty (30) day notification period and that the Lessor will be immediately notified in writing of any such notice of termination. All insurance shall be written by an insurance company authorized by the Commissioner of Insurance of the State of Mississippi to do business in the State of Mississippi.

Article XI. DAMAGE OR DESTRUCTION OF PREMISES

Section 11.01 **Notice to Lessor.** If the Premises, or any structures or improvements on them, are damaged or destroyed by fire, hurricane, tornado, or other casualty, Lessee must immediately give Lessor written notice of the damage or destruction, including a general

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description of the damage and, as far as known to Lessee, the cause of the damage and timeline of repairs.

Section 11.02 **Casualty.** If any building located on the Premises is partially damaged or wholly destroyed by fire, hurricane, or other casualty or otherwise rendered unusable, Lessee shall at its sole discretion (i) elect to repair and/or reconstruct the improvements at its sole cost and expense; or (ii) demolish and remove the improvements at its sole cost and expense within a reasonable time.

Section 11.03 **Named-Storm Preparation.** In the event of potential impacts from a named tropical event (i.e. hurricane), Lessee shall properly prepare the premises, at is sole expense, prior to landfall of the tropical system including but not limited to roof as determined by the Lessor.

Article XII. DEFAULT

Section 12.01 **Lessee's Default.** If Lessee allows the rent or other fees or charges to be in arrears or is in breach under any other provision of this Lease, then in addition to any other remedy available under the Lease or at law, Lessor may, at its option, upon thirty (30) days written notice to Lessee, terminate this Lease, and Lessor may reenter and take possession of the Premises and remove all persons and property without being considered guilty of any manner of trespass and may (but is not required to) re-let the Premises (or any part of them) for all or any part of the remainder of the Lease Term, to a party satisfactory to Lessor and at the monthly rental as Lessor can secure with reasonable diligence. If Lessor cannot re-let after reasonable efforts to do so or if the monthly rental is less than the rental Lessee was obligated to pay under this Lease plus the expense of re-letting, then Lessee must pay Lessor the amount of the deficiency.

Section 12.02 **Lessor's Lien.** As security for the prompt and punctual payment of rent or any other sum due or to become due from Lessee to Lessor under this Lease, Lessor has a lien on all fixtures, chattels, or other property of any description belonging to Lessee that are placed in, or become a part of, the Premises. This lien is not in lieu of, nor in any way affects, any statutory Lessor's lien but is in addition to such lien, and Lessee grants Lessor a security interest in all of Lessee's property placed in or on the Premises for purposes of this contractual lien. This does not prevent Lessee's selling any merchandise in the ordinary course of business free of such Lessor's lien. If Lessor exercises the option to terminate the leasehold, reenter, and re-let the Premises as provided in the preceding paragraph and gives Lessee reasonable notice of the intent to take possession and an opportunity for a hearing on the matter, Lessor may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, for cash or on credit, for the prices and terms that Lessor considers best, with or without having the property present at the sale. The proceeds of the sale will be applied first to the necessary and proper expense of removing, storing, and selling the property, then to the payment of any rent due or to become due under this Lease; any balance will be paid to

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Lessee. Lessee further grants Lessor a security interest in Lessee's personal property now or subsequently placed in or on the Premises.

Section 12.03 **Lessor's Default.** If Lessor remains in breach of any material condition of this Lease for thirty (30) days after written notice from Lessee, Lessee may (i) remedy the default by any reasonable and necessary action and, in connection with the remedy, and Lessor must, on demand, pay the reasonable costs borne by Lessee in remedying such breach or (ii) terminate this Lease by providing thirty (30) days written notice to Lessor. It is agreed, however, that if Lessor commences action within 30 days after receipt of notice to remedy any default and diligently pursues such action to conclusion, Lessee's rights under this section shall not apply.

Section 12.04 **Cumulative Remedies.** All Lessor's and Lessee's rights and remedies under this Article are cumulative, and none will exclude any other right or remedy provided by law or any other provision of this Lease. All the rights and remedies may be exercised and enforced individually or concurrently and whenever occasion for their exercise arises.

Section 12.05 **Waiver of Breach.** Lessor's or Lessee's waiving a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach. Lessor acceptance of rental payment, fees, or other charges for any period after default by Lessee of any of the terms, conditions, covenants, agreements, responsibilities, obligations, or portions thereof herein contained shall not constitute or be deemed a waiver of any right on the part of the Lessor to terminate this Lease for default.

Section 12.06 **Survival.** Notwithstanding anything to the contrary in this Lease, provisions which by their nature and context are intended to survive the expiration or termination of the Lease will survive the expiration or termination of the Lease, including without limitation, termination provisions, damages provisions, and indemnification provisions.

Section 12.07 **Limitation of Lessor's Liability.** Notwithstanding anything to the contrary contained herein, no personal or individual liability of any kind or character whatsoever shall now or at any time hereafter attach to Lessor, its commissioners. officers, directors, employees, representatives, or its property

Article XIII. INSPECTION AND ACCESS BY LESSOR

Section 13.01 **Inspection & Access.** Lessee must permit Lessor and Lessor's agents, servants, and employees, including but not limited to legal counsel and environmental consultants and engineers, access to the Premises at all reasonable times for the purpose of inspection, whether environmental inspections and sampling or inspections of the condition of the Premises or otherwise and for any other purpose necessary to protect the Lessor's interest in the Premises or to perform Lessor's duties under this Lease or to show the Premises to prospective future Lessees and must permit access during other hours in the event of an emergency. Lessee may not restrict access to any part of the Premises, and Lessee may not impose any conditions to access. If Lessor's inspection includes sampling and testing of the Premises, Lessor must use its best efforts to avoid interfering with

Attachment: RESOLUTION# 20210614-08 AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP, LLC. FOR

Lessee's use of the Premises, and on completion of sampling and testing must repair and restore the affected areas of the Premises as made necessary by any sampling and testing.

Article XIV. ASSIGNMENT AND SUBLEASE

Section 14.01 **Assignment and Subletting by Lessee.**

(a) Lessee shall have the right to sublet and assign all or any part of the Premises to Lessee's affiliate company without the consent of the Lessor and to any Lessee third party business entity with the consent of the Lessor, additionally provided that Lessee: (i) Provides Lessor with advance written notice of the sublet and assignment; (ii) provides Lessor, in advance, with proof that the affiliate company or third party business entity has all insurance in place required to be maintained under this Lease including naming Lessor as an additional insured; An "affiliate company" shall mean, for purposes of this Article XIV, any corporation, partnership or other business entity under common control and ownership with the Lessee, or with the parent or any subsidiary of the Lessee.

Section 14.02 **Assignment by Lessor.** Lessor may assign or transfer any of its interests under this Lease. On transfer, and on the transferee's assumption of its obligations, Lessor is relieved of its obligations under the Lease.

Article XV. MISCELLANEOUS

Section 15.01 **Notices and Addresses.** All notices required under this Lease may be given by the following methods:

(a) By certified mail, return receipt requested, addressed to the proper party, at the following addresses:

Lessor: Hancock County Port & Harbor Commission

14054 Fred & Al Key Road
Kiln, Mississippi 39556
Attn:

Lessee: Tyonek Services Group, INC.
229 Palmer Road
Madison, AL 35758

(b) By fax transmission, to the proper party, at the following fax numbers:

Lessor: 228-467-9341
Attn: Chief Executive Officer

Lessee: 256-258-6299
Attn: Vice President of Operations

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Notices are effective when received. Either party may change the address or fax number to which notices are to be sent by sending written notice of the new address or number to the other party in accordance with the provisions of this section.

Section 15.02 **Parties Bound.** This Lease binds, and inures to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns (to the extent this Lease permits assignment).

Section 15.03 **Mississippi Law to Apply.** This Lease is to be governed by and construed under Mississippi law, and all obligations of the parties created by this Lease are performable in Hancock County, Mississippi, and both parties irrevocably consent to the exclusive personal jurisdiction and venue in the circuit, chancery, and justice court of Hancock County, Mississippi.

Section 15.04 **Abandonment.** Lessee agrees not to vacate or abandon the Premises at any time during the Lease Term. Should Lessee vacate or abandon the Premises or be dispossessed by process of law or otherwise, such abandonment, vacating or dispossession shall be a breach of this Lease, and entitle to Lessor to all of the remedies for default set forth in this Lease or available under law.

Section 15.05 **No Set Off.** Lessee shall perform its obligations under this Lease without setoff, deduction, recoupment, or withholding of any kind for any claim Lessee may have against Lessor, whether under this Lease or any other agreement or interaction between the parties.

Section 15.06 **Legal Construction.** If one or more of the provisions contained in this Lease are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

Section 15.07 **Prior Agreements Superseded.** This Lease constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

Section 15.08 **Amendment.** No amendment, modification, or alteration of this Lease is binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the parties.

Section 15.09 **Rights and Remedies Cumulative.** The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

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Section 15.10 **Attorney's Fees and Costs.** If, as a result of Lessee breaching this Lease, the Lessor employs an attorney to enforce its rights under this Lease, then the Lessee will pay the Lessor the reasonable attorney's fees and costs incurred to enforce the Lease.

Section 15.11 **Force Majeure.** With the exception of the obligation to pay money owed, neither Lessor nor Lessee is required to perform any term or covenant in this Lease so long as performance is delayed or prevented by *force majeure,* which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Lessor's or Lessee's control and that Lessor or Lessee cannot, by exercising due diligence and paying money, prevent or overcome, in whole or part.

Section 15.12 **Time of Essence.** Time is of the essence of this Lease.

SECTION 15.13 **LIMITATION OF WARRANTIES.** There are no implied warranties of merchantability or fitness for a particular purpose or of any other kind arising out of this lease. There are no warranties that extend beyond those, if any, expressly stated in this lease.

Section 15.14 **Recording of Lease Agreement**. This Lease or a memorandum hereof may, at Lessor's option, be recorded in the real property records kept by the Hancock County Chancery Clerk.

Section 15.15 **Reservation of Rights.** Premises are within the Stennis International Airport and Lessee agrees to abide by the Protective Covenants for Stennis International Airpark and Stennis International Airport's Rules and Regulations and Minimum Standards, as amended by Lessor from time to time.

Section 15.16 **Access to Premises**. Lessor shall have a right of ingress and egress to the Premises over the public and private areas owned or controlled by Lessor between the Premises and Fred & Al Key Road, subject to all reasonable safety and security restrictions, rules, regulations, and minimum standards of the Lessor and subject to any state and local laws and ordinances pertaining to the use of public roadways.

Section 15.17 **No Broker or Real Estate Agent**. Lessee represents and warrants that no real estate agent or broker was used by Lessee to identify and secure this Lease and will defend, hold harmless, and indemnify Lessor from any claims for a commission or other fee asserted by a broker or real estate agent based on any alleged services provided to Lessee.

Section 15.18 **No Right of Purchase; No Conveyance of Mineral Interests**. Lessee acknowledges and agrees that it has no right to purchase or acquire any fee interest in the Premises, and further acknowledges that no conveyance of or granting of any oil, gas, or other mineral interest to Lessee is made pursuant to this Lease.

Section 15.19 **Compliance with Safety Requirements.** Lessee shall observe all safety requirements of Lessor relating to Stennis International Airpark and Stennis International

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Airport, as in effect from time to time, and shall take such steps and actions as may be necessary or directed by Lessor to ensure that all officers, employees, representatives, invitees, and guests of Lessee observe such requirements.

Section 15.20 **Compliance with Security Program.** Lessee shall observe all security requirements of any security program or plan pertaining to Lessor or the Stennis International Airpark and Stennis International Airport, as in effect from time to time, and shall take such steps and actions as may be necessary or directed by Lessor to ensure that all officers, employees, representatives, invitees, and guests of Lessee observe such requirements.

Section 15.21 **Fines for Safety or Security Violations** If Lessor incurs any fines or penalties or any cost or expense under any safety or security program or plan pertaining to Lessor or the Stennis International Airpark and Stennis International Airport as a result of any act or omission of Lessee, or any officer, employee, representative, invitee or guest of Lessee, Lessee shall pay or reimburse to Lessor, as the case may be, all such fines, penalties, costs, and expenses. Lessee shall further rectify any such safety or security deficiency as may be determined by Lessor. Lessor reserves the right to take whatever action may be necessary to rectify any security deficiency caused by the actions or inactions of Lessee which Lessee fails to timely remedy. In the event Lessor undertakes any such action, Lessee shall immediately pay and reimburse Lessor all monies expended and costs incurred by Lessor in connection therewith.

Section 15.22 **Subordination to Agreements with the United States Government**. This Lease is subject and subordinate to the provisions of any agreement heretofore or hereafter made between Lessor and the United States Government relative to the operation or maintenance of the Stennis International Airpark and Stennis International Airport, the execution of which has been or will be required as a condition precedent to the transfer of federal rights or property to Lessor for airport purposes, or the expenditure of federal funds for the improvement or development of the Stennis International Airpark and Stennis International Airport.

(b) In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Lease as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required to (i) agree to an increase in the rent or costs to Lessee provided for hereunder; (ii) reduce in size the Premises; or (iii) materially alter the uses and the right to improve the Premises granted Lessee in this Lease.

Section 15.23 **Nondiscrimination.** Lessee, for itself, its successors in interest, sublessees and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, creed, color, national origin, sex, age or handicap will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the lease premises; (2) in the construction of any improvements on, over or under such leased premises and the furnishing of services thereon and in

Attachment: RESOLUTION# 20210614-08 AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP, LLC. FOR

connection therewith, no person on the grounds of race, creed, color, national origin or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) leased premises will be used in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and any future amendments. In the event of a final judgment by a court of competent jurisdiction, finding Lessee in material violation of any of the above non-discrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

Section 15.24 **Non-Exclusive Rights**. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive business or operating right within the meaning of 49 USC Section 40103(e) and the regulations promulgated thereunder.

Section 15.25 **Subject to Easements**. It is understood and agreed that this Lease is subject to all easements, rights-of-way, and conveyances which do not interfere with Lessee's use and improvement of the Leased Premises as provided herein.

Section 15.26 **Right of Flight**. There is hereby reserved to Lessor, its successors and assigns for the use and benefit of the public the following:

(a) The right to unobstructed passage of all aircraft, by whosoever owned and operated in the airspace above the Airport at any altitude and at any time.

(b) The right of flight and the right to cause in all the space above the surface of the Airport such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing and taking off from, flying over, operating at, or operation on the Airport; and

(c) The right to prohibit lighting interference, electrical interference, electronic interference, radio interference, or smoke emanating from Lessee's leasehold property to the extent such interference impairs, derogates, or otherwise endangers air operations at the Airport, including, but not limited to aircraft communications, navigational aids, visibility, and the landing, taking off and maneuvering of aircraft in the vicinity of the Airport

Section 15.27 **Obstruction**. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not erect or permit the erection of any structure or object nor permit the growth of any tree on the Premises that would constitute an obstruction to air navigation or pierce the imaginary surfaces as defined in FAR Part 77 of the Federal Aviation Regulations. In the event the aforesaid covenant is breached, Lessor shall give Lessee notice of such violation and Lessee shall have twenty-four (24) hours to eliminate the obstruction. If Lessee does not remove the obstruction within twenty-four (24) hours of such notice, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object or cut the offending trees at the expense of the Lessee.

Attachment: RESOLUTION# 20210614-08 AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP, LLC. FOR

Section 15.28 **FAR Part 77 Notification**. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in construction of its Facilities and in any modification or alteration thereof on the Leased Premises.

Section 15.29 **Right to Develop Airport**. It is further covenants and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas, and taxiways, except on the Premises, as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance; provided however, Lessor shall not develop the Airport or such other areas to prohibit the uses granted Lessee in this Lease.

Nothing herein contained shall be construed to grant or authorize the granting of an exclusive business or operating right within the meaning of 49 USC Section 40103€ and the regulations promulgated thereunder.

Section 15.30 **Signatures**

In witness whereof the parties have here unto set their signatures, the date and year written below.

Robert Steven Adlich 6/11/2021

Robert Steven Adlich **Date**

Tyonek Services Group, INC.

William P. Cotter **Date**

Attachment: RESOLUTION# 20210614-08 AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP, LLC. FOR

Hancock County Port & Harbor Commission

LESSOR:

MISSISSIPPI NOTARY ACKNOWLEDGEMENT

State of **Mississippi**

County of **Hancock**

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ within my jurisdiction, the within named **William P. Cotter, CEO of Hancock County Port & Harbor Commission**, who acknowledged that he executed the attached **Tyonek Sunshade Ground Lease.**

_____
William P. Cotter
CEO
Hancock County Port & Harbor Commission

SWORN TO AND SUBCRIBED BEFORE ME on this, the _____.

_____
Bridgette Jones
Notary Public

Seal

[Tenant]
25 of 24

Attachment: RESOLUTION# 20210614-08 AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP, LLC. FOR

LESSEE:

Tyonek Services Group, INC.

By: Madison Hughes Date: 6/11/21

NOTARY ACKNOWLEDGEMENT

State of Alabama

County of Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this June 11th, 2021 within my jurisdiction, the within named Robert Steven Adlich, President of Tyonek Services Group, INC., who acknowledged that he executed the attached **Tyonek Sunshade Ground Lease.**

Robert Steven Adlich

Robert Steven Adlich
President
Tyonek Services Group, INC.

SWORN TO AND SUBCRIBED BEFORE ME on this, the June 11th, 2021.

Madison Hughes
Notary Public, Alabama State At Large
My Commission Expires March 12, 2022

Madison Hughes

Notary Public

[Tenant]
26 of 24

Attachment: RESOLUTION# 20210614-08 AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH TYONEK SERVICES GROUP, LLC. FOR

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 14, 2021
To:	Port & Harbor Commission
From:	Chanse Watson,
Subject:	RESOLUTION# 20210614-10
	ACCEPT AND AUTHORIZE PRESIDENT AND SECRETARY OF THE HANCOCK COUNTY PORT AND HARBOR COMMISSION TO EXECUTE AN AIRPORT JOINT USE AGREEMENT WITH THE UNITED STATES OF AMERICA FOR A TWO-YEAR (2) TERM BEGINNING OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2023 FOR SUBSTANTIAL USE OF STENNIS INTERNATIONAL AIRPORT IN AN ANNUAL AMOUNT OF $582,588.60 CONTINGENT ON SUCCESSFUL NEGOTIATIONS OF LONGER TERM AGREEMENT AND ASSOCIATED REAL PROPERTY AGREEMENTS IN SUPPORT OF DOD TRAINING OPERATIONS.

ATTACHED:
Stennis Two-Year JUA Draft FY22-FYE23

Attachment: Resolution# 20210614-10 joint use agreement with the united states of amercia 2 years 10-1-21 through 9-30-23 (8316 : United

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210614-10

ACCEPT AND AUTHORIZE PRESIDENT AND SECRETARY OF THE HANCOCK COUNTY PORT AND HARBOR COMMISSION TO EXECUTE AN AIRPORT JOINT USE AGREEMENT WITH THE UNITED STATES OF AMERICA FOR A TWO-YEAR (2) TERM BEGINNING OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2023 FOR SUBSTANTIAL USE OF STENNIS INTERNATIONAL AIRPORT IN AN ANNUAL AMOUNT OF $582,588.60 CONTINGENT ON SUCCESSFUL NEGOTIATIONS OF LONGER TERM AGREEMENT AND ASSOCIATED REAL PROPERTY AGREEMENTS IN SUPPORT OF DOD TRAINING OPERATIONS.

WHEREAS, the United States of America, acting by and through the Secretary of the Air Force, requires substantial use of the flying facilities at the Stennis International Airport for military training purposes by the Air Force Reserve Command (AFRC), as well as for other occasional transient government aircraft;

WHEREAS, the Hancock County Port & Harbor Commission and the Hancock County Board of Supervisors, a corporate body politic of the State of Mississippi and the United States of America, acting by and through the Secretary of the Air Force desired to provide for the delineation of responsibility for operation and maintenance of the flying facilities jointly used in common with others at the Airport, and to establish the United States of America Air Force's reasonable share, proportional to such use, of the cost of operating and maintaining such jointly used flying facilities; and

WHEREAS, by the Recess Meeting held on February 12, 2015, the Hancock County Port & Commission approved to enter into an AIRPORT JOINT USE AGREEMENT with and between the United States of America and the Hancock County Board of Supervisors;

WHEREAS, the agreement was entered into by the Commission for a term of five (5) years beginning October 1, 2014 and ending September 30, 2019;

WHEREAS, the AIRPORT JOINT USE AGREEMENT required payment by the Government to the Commission, its proportionate share of operating and maintaining the Jointly

ATTACHED:
Stennis Two-Year JUA Draft FY22-FYE23

Attachment: Resolution# 20210614-10 joint use agreement with the united states of amercia 2 years 10-1-21 through 9-30-23 (8316 : United

Used Flying Facilities in the amounts of $291,294.30 and $582,588.60 from October 1, 2014 through September 30, 2015 and October 1, 2015 through September 30, 2019 respectively;

WHEREAS, by Resolution #20200918-21, the AIRPORT JOINT USE AGREMEENT was renewed retroactively in the annual of amount of $582,588.60 from October 1, 2019 through September 30, 2021;

WHEREAS, staff continues negotiations with Air Force Reserve Command (AFRC) with respect to determining annual amounts for a long-term agreement based on additional criteria of use of the Stennis International Airport by all military partners as well as additional real property leases for storage and use of the drop zones in support of DOD training operations at the Airport;

WHEREAS, staff recommends renewal of the AIRPORT JOINT USE AGREEMENT for additional two (2) years at the same annual amount of $582,588.60 from October 1, 2021 through September 30, 2023;

WHEREAS, this particular renewal will be contingent on continued negotiations for a longer-term agreement at an adjusted cost to the United States Government to reflect appropriate usage of Stennis International Airport for training and support operations as well as additional real property agreements in support of such operations;

WHEREAS, it would be in the best interest of Hancock County Port and Harbor Commission and the Hancock County Board of Supervisors to enter into a new AIRPORT JOINT USE AGREEMENT with the United States of America, acting by and through the Secretary of the Air Force for a term of two (2) years beginning October 1, 2021 and ending September 30, 2023, a copy of said agreement showing the terms and conditions is attached hereto and made a part hereof;

NOW THEREFORE BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby accepts and authorizes its President and Secretary to execute a new AIRPORT JOINT USE AGREEMENT with the United States of America for joint use of Stennis International Airport by the Air Force Reserve Command, a copy of said agreement is attached hereto and made a part hereof.

ATTACHED:
Stennis Two-Year JUA Draft FY22-FYE23

Attachment: Resolution# 20210614-10 joint use agreement with the united states of amercia 2 years 10-1-21 through 9-30-23 (8316 : United

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

RESULT:	**CARRIED AS AMENDED [UNANIMOUS]**
MOVER:	Michael Bennett, Secretary
SECONDER:	Robert Martin, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Stennis Two-Year JUA Draft FY22-FYE23

Attachment: Resolution# 20210614-10 joint use agreement with the united states of amercia 2 years 10-1-21 through 9-30-23 (8316 : United

Attachment: Resolution# 20210614-10 joint use agreement with the united states of amercia 2 years 10-1-21 through 9-30-23 (8316 : United

AIRPORT JOINT USE AGREEMENT

BETWEEN

HANCOCK COUNTY PORT AND HARBOR COMMISSION

AND

STENNIS INTERNATIONAL AIRPORT

AND

UNITED STATES OF AMERICA

AIRPORT JOINT USE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the **Stennis International Airport**, Hancock County and Harbor Commission doing business as Stennis International Airport, a corporate body politic of together referred to as the ("Authority"); and the **UNITED STATES OF AMERICA**, acting by and through the Secretary of the Air Force the authority granted to her by 10 U.S.C. § 2661 herein after referred to as "Government or Air Force". The Authority and the Government may sometimes be referred to as the “Parties” or each separately may be referred to as a “Party”.

RECITALS

A. The Authority doing business as ***Stennis International Airport*** ("Airport"), located in Hancock County, State of Mississippi.

B. Title 49, United States Code, Chapter 471, "Airport Development," (49 U.S.C. Sections 47101-47129, including but not limited to 49 U.S.C. §47107(a) (11)) provides that each of the Airport's facilities developed with financial assistance from the United States Government and each of the Airport's facilities usable for the landing and taking off of aircraft always will be available without charge for use by Government aircraft in common with other aircraft, except that if the use is substantial, the Government may be charged a reasonable share, proportionate to the use, of the cost of operating and maintaining the facility used.

C. The Government requires use of the flying facilities at the Airport for the Air Force Reserve Command (AFRC), as well as for other occasional transient Air Force aircraft. For purposes of this Agreement, Air Force Reserve Command Operations includes all military operational missions that are operated by the Air Force Reserve Command (foreign and domestic) as has been reported historically by the Air Force Reserve Command to the Authority.

D. The Authority is agreeable to one-year of use, in common with other users of the Airport, of the flying facilities by the Government under this Agreement.

E. The joint use payment required in paragraph 5 below represents the pre-agreed upon use of the Airport Facilities.

Attachment: Resolution# 20210614-10 joint use agreement with the united states of amercia 2 years 10-1-21 through 9-30-23 (8316 : United

AGREEMENT:

THERFORE, the Parties agree as follows:

1. DEFINITIONS

A. For purposes of this Agreement, *Jointly Used Flying Facilities* at the Airport means the runways, taxiways, lighting systems, navigational aids, markings and appurtenances open to public use and used by the Air Force, including all improvements and facilities pertaining thereto and situated thereon and all future additions, improvements, and facilities thereto as may be added or constructed from time to time. Jointly Used Flying Facilities do not include land areas used exclusively by the Air Force or the terminal buildings, hangars, aircraft parking aprons and ramps, or other areas or structures used exclusively by the Authority or its lessees, permittees, or licensees for civilian or commercial purposes. B. Federal Aviation Administration (FAA) Airport Compliance Manual Order 5190.6B, § 7.14(a) and § 3.20(a); Grant Assurance 27 (Use by Federal Government Aircraft); and 49 U.S.C. § 47107(a)(11) define "substantial use" as the existence of one of the following conditions: (1) five or more federal government aircraft are regularly based at the airport or land adjacent to the airport, (2) federal government aircraft make 300 or more total calendar month operations (each landing and takeoff is a separate operation), (3) the gross cumulative weight of federal government aircraft using the airport in a calendar month exceeds 5,000,000 pounds (total operations of federal government aircraft multiplied by the gross certified weights of such aircraft). "Federal government aircraft" means the collective use by United States aircraft and not individual branches or bureaus of the United States military, for purposes for defining *substantial use* only, herein.

C. Federal Government Aircraft - federal government aircraft means aircraft owned or leased to the federal government. This includes all aircraft operated by National Guard Army units, Air Force Reserve Units and Air National Guard units.

D. Air Force Aircraft – federal government aircraft operated and controlled by Air Force active duty units, Air Force Reserve units and Air National Guard units. Unmanned Aerial Systems and Remotely Piloted Aircraft are considered no different than manned aircraft in the Air Force.

2. JOINT USE

Subject to the terms and conditions of this Agreement, the Government shall have the use, in common with other users of the Airport, present and prospective, of the Jointly Used Flying Facilities, together with all necessary and convenient rights of ingress and egress to and from the Air Force Reserve Command installation and other Government facilities located on the Airport. Routes for ingress and egress for the Government's employees, agents, customers and contractors shall not unduly restrict the Government in its operations.

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3. AUTHORITY RESPONSIBILITIES

The Authority is responsible for the following services and functions, to standards in accordance with Paragraph 6 below:

a. Furnishing all personnel, materials and equipment required in the rendering of the services to be provided under the Agreement.

b. Performing any and all maintenance of the Jointly Used Flying Facilities, including but not limited to:

(1) Joint sealing, crack repair, surface repairs, airfield markings, and repairing or replacing damaged sections of airfield pavement;

(2) Runway, taxiway, and approach lighting and the regulators and controls therefor;

(3) Beacons, obstruction lights, wind indicators, and other navigational aids;

(4) Grass cutting and grounds care, drainage, and dust and erosion control of unpaved areas, adjacent to runways and taxiways;

(5) Sweeping runways and taxiways;

(6) Controlling insects and pests;

(7) Removing snow and ice, debris and other hazards from runways and taxiways within a reasonable time after such runways and taxiways have been so encumbered.

c. Furnishing utilities necessary to operate the Jointly Used Flying Facilities.

d. Removing disabled aircraft (except military aircraft as applicable) as expeditiously as possible, subject to the rules and regulations of the National Transportation Safety Board, among others, in order to minimize the time the Jointly Used Flying Facilities, or any part thereof, would be closed because of such aircraft.

4. U.S. GOVERNMENT RESPONSIBILITIES

The Government will be responsible for the following Operation and Maintenance Functions:

a. Removing disabled Air Force aircraft as expeditiously as possible in order to minimize the time the Jointly Used Flying Facilities, or any part thereof, would be closed because of such aircraft.

Attachment: Resolution# 20210614-10 joint use agreement with the united states of amercia 2 years 10-1-21 through 9-30-23 (8316 : United

b. Removing debris and other hazards from all ramps, aprons, and taxiways used exclusively by Air Force aircraft.

c. Subject to availability of appropriations therefor, repairing within a reasonable time damage to the Jointly Used Flying Facilities to the extent that such damage is caused solely by Air Force aircraft operations and/or Air Force equipment installed and maintained on the Jointly Used Flying Facilities pursuant to Paragraph 7 of this Agreement, and is in excess of the fair wear and tear resulting from the military use contemplated under this Agreement.

d. Providing the Authority with a training operations schedule on a monthly basis to ensure appropriate coverage will be available.

5. PAYMENT

a. In consideration of and for the faithful performance of this Agreement, and subject to the availability of Federal appropriations, the U.S. Government, shall pay to the Authority as its proportionate share of operating and maintaining the Jointly Used Flying Facilities, the following amount:

(1) For a two-year (2) period beginning October 1, 2021, through September 30, 2023, twelve monthly payments of FORTY-EIGHT THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS and 05/100 ($48,549.05), for a total annual amount of FIVE HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED EIGHTY EIGHT DOLLARS and 60/100 ($582,588.60).

b. Payments for the period set out in Paragraph 5a above shall be made after the execution of this agreement.

c. Bills for the payments provided hereunder shall be directed to:

403 WG/FMA
701 Fisher St.
Bldg. 223, Room 221
Keesler AFB, MS 39534

or to such other address as the Government may from time to time provide to the Authority in writing.

6. AIRFIELD MANAGEMENT

a. The Authority agrees that maintenance of the Jointly Used Flying Facilities shall, at all times, be in accordance with Federal Aviation Administration (“FAA”) standards for the operation of a commercial airport and operation of jet aircraft.

Attachment: Resolution# 20210614-10 joint use agreement with the united states of amercia 2 years 10-1-21 through 9-30-23 (8316 : United

b. The Government agrees that any markings and equipment installed by it pursuant to Paragraph 7 of the Agreement shall be coordinated in advance with the Authority, and not be in conflict with FAA standards.

c. The parties recognize that the Authority has the responsibility for orderly and efficient operation of the Airport for civil aviation use in accordance with established requirements. The parties will cooperate with each other to the extent practicable, consistent with military/government operations as determined by the Government, to promote such orderly and efficient airport operations.

7. GOVERNMENT RESERVED RIGHTS

The Government reserves the right, at its sole cost and expense and subject to Paragraph 6(b) above, to:

a. Provide and maintain in the Jointly Used Flying Facilities airfield markings required solely for military aircraft operations.

b. Install, operate and maintain in the Jointly Used Flying Facilities any and all additional equipment, necessary for the safe and efficient operation of military aircraft including but not limited to arresting systems and navigational aids.

8. FIRE PROTECTION AND CRASH RESCUE

The Authority, through the Stennis International Airport Fire Department, maintains an Aircraft Rescue and Fire Fighting (ARFF) operation with duty crew personnel consisting of trained fire fighters and equipment meeting the Recommended Minimum ARFF Vehicle and Staffing for MOOTW Fire Protection (AFPAM32-2004). In accordance with Paragraph 4, the Government will provide the Hancock County Port and Harbor Commission their anticipated flying training schedule at Stennis International Airport, one month in advance of any flying operations. The Airport will try to accommodate unexpected training events (not included in the monthly training schedule) if sufficient phone notification is received. The Airport Director, or his/her designated representative, must approve these changes prior to the training event to ensure that proper ARFF coverage will be available. The AFRC will operate at the airport only when fire protection services are available.

9. TERM

A. This term of this Agreement is Two (2) years (“Term”). The Term begins on October 1, 2021 and will expire on September 30, 2023.

Attachment: Resolution# 20210614-10 joint use agreement with the united states of amercia 2 years 10-1-21 through 9-30-23 (8316 : United

B. This Agreement is effective when signed by the Authority ("Effective Date"), or the last of the signatories to sign, whichever is later. Upon the Effective Date, this Agreement shall supersede and cancel all previous Airport Joint Use Agreements between the Parties concerning the Air Force Reserve Command's use of the Jointly Used Flying Facilities.

10. TERMINATION

a. This Agreement may be terminated by the Government at the time by giving at least thirty (30) days' notice thereof in writing to the Authority.

b. The Government, by giving written notice to the Authority, may terminate the right of the Authority to proceed under this Agreement if it is found, after notice and hearing by the Secretary of the Air Force or his or her duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Authority, or any agent or representative of the Authority, to any officer or employee of the Government with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement, provided that the existence of the facts upon which the Secretary of the Air Force or his or her duly authorized representative makes such findings shall be an issue and may be reviewed in any competent court.

c. In the event this Agreement is terminated as provided in subparagraph 11(b) above, the Government shall be entitled to pursue the same remedies against the Authority as it could pursue in the event of a breach of the Agreement by the Authority and in addition to any other damages to which it may be entitled by law, the Government shall be entitled to exemplary damages in an amount (as determined by the Secretary of the Air Force or his or her duly authorized representative) which shall be not less than three (3) or more than ten (10) times the costs incurred by the Authority in providing any such gratuities to any such officer or employee.

d. The rights and remedies of the Government provided in subparagraph 11(c) above shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

11. GENERAL PROVISIONS

a. Compliance with Law. The Authority shall comply with all Federal, state and local laws, rules and regulations applicable to the activities conducted under this Agreement.

b. Assignment. The Authority shall neither transfer nor assign this Agreement without the prior written consent of the Government, which shall not be unreasonably withheld or delayed.

Attachment: Resolution# 20210614-10 joint use agreement with the united states of amercia 2 years 10-1-21 through 9-30-23 (8316 : United

c. Liability. Except as otherwise provided in this Agreement, no Party shall be liable for damages to property or injuries to persons arising from acts of the other in the use of the Jointly Used Flying Facilities or occurring as a consequence of the performance of responsibilities under this Agreement.

d. Third Party Benefit. No member or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit. A person not a Party to this Agreement shall not be an interested beneficiary of this Agreement.

e. Entire Agreement. It is expressly agreed that this written Agreement embodies the entire financial arrangement and agreement of the Parties regarding the use of the Jointly Used Flying Facilities by the Government, and there are no understandings or agreements, verbal or otherwise, between the Parties in regard to it except as expressly set forth herein and specifically identified documents/agreements herein. Specifically, no landing fees or other fees not provided in this Agreement will be assessed by the Authority against the Government in the use of the Jointly Used Flying Facilities during the term of this Agreement. Notwithstanding the foregoing, the Authority may charge landing fees or other appropriate fees to transient military users (not the Air Force Reserve Command) as described above in the Recitals.

f. Modification. This Agreement may only be modified or amended by mutual agreement of the Parties in writing and signed by each of the Parties hereto.

g. Waiver. The failure of any Party to insist, in any one or more instances, upon the strict performance of any of the terms, conditions, covenants, or provisions of this Agreement shall not be construed as a waiver or relinquishment of the right to the future performance of any such terms, conditions, covenants, or provisions. No provision of this Agreement shall be deemed to have been waived by any Party unless such waiver be in writing signed by such Party.

h. Paragraph Headings. The brief headings or titles preceding each Paragraph and subparagraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of this Agreement.

i. Executory Clause. In accordance with 31 U.S.C. § 1341, the United States shall have no liability under this Agreement to any Party or to anyone else beyond funds appropriated and available for this Agreement.

j. Nothing in this Agreement shall be construed or constitute a waiver of Federal Supremacy or Federal Sovereign Immunity.

IN WITNESS WHEREOF, the respective duly authorized representatives of the Parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

Attachment: Resolution# 20210614-10 joint use agreement with the united states of amercia 2 years 10-1-21 through 9-30-23 (8316 : United

HANCOCK COUNTY PORT AND HARBOR COMMISSION

ATTEST:

Dated: _____ Dated: _____

By_____ By: _____
Michael Bennett, Secretary Derek Necaise, President

UNITED STATES OF AMERICA:

Dated:_____

By:_____

ROBERT E. MORIARTY, P.E., SES,
Deputy Assistant Secretary of the Air Force
(Installations)

Attachment: Resolution# 20210614-10 joint use agreement with the united states of amercia 2 years 10-1-21 through 9-30-23 (8316 : United

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 14, 2021
To:	Port & Harbor Commission
From:	Madeline Walker, Chief Administrative Officer
Subject:	RESOLUTION# 20210614-12
	DAK AMERICAS MISSISSIPPI INC. EXERCISING OPTION TO PURCHASE 488 ACRE SITE PURSUANT TO PEARL RIVER PROJECT LEASE FOR AN AMOUNT OF $1,000

ATTACHED:
DAK Notice to Purchase Property 20210518 w legal stamp-signed
Exhibit A Property Description DAK

Attachment: RESOLUTION# 20210614-12 DAK AMERICAS MISSISSIPPI INC. EXERCISING OPTION TO PURCHASE 488 ACRE SITE PURSUANT

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210614-12

DAK AMERICAS MISSISSIPPI INC. EXERCISING OPTION TO PURCHASE 488 ACRE SITE PURSUANT TO PEARL RIVER PROJECT LEASE FOR AN AMOUNT OF $1,000

WHEREAS, by resolution dated July 23, 1996 Port and Harbor Commission entered into a Pearl River Project Lease with Wellman of Mississippi (now DAK Americas);

WHEREAS, paragraph seventeen of that lease gave Tenant an option to purchase the project upon expiration of the Initial Term or any extended term by written notice of exercise to Landlord for a sum of One Thousand Dollars ($1,000). Upon receipt of notice and payment, Landlord shall convey the Project to Tenant, free of the rights of any party other than Tenant or anyone claiming by, through or under Tenant, and subject only to those items of public record as of the date the Site was approved by the Tenant, ad valorem taxes payable by Tenant, easements for public utilities serving the Site, and to any exceptions consented to or created by Tenant;

WHEREAS, Tenant has requested to purchase the Site under Paragraph seventeen (17) in a letter transcribed on May 28, 2021 and attached hereto;

WHEREAS, the Chief Administrative Officer has spoke to Dak's counsel, Mr. Chris Pace, on June 2, 2021 to relay that Port and Harbor would like to retain the fire station area included in part of DAK's Site. Mr. Pace confirmed that DAK has no desire to option that portion of their Site and that we could less and except the fire station and rectify at the property closing. The less and excepted fire station property boundary has been attached hereto for Hancock County Port and Harbor to retain. Additionally, the entire Site as proposed is attached as part of this resolution, which includes the fire station, that will be less and excepted as per the attached boundary survey.

WHEREAS, it is in the best interest of the Hancock County Port and Harbor Commission to sell such land for future growth and development;

ATTACHED:
DAK Notice to Purchase Property 20210518 w legal stamp-signed
Exhibit A Property Description DAK

Attachment: RESOLUTION# 20210614-12 DAK AMERICAS MISSISSIPPI INC. EXERCISING OPTION TO PURCHASE 488 ACRE SITE PURSUANT

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby accepts and authorizes its Chief Executive Officer, William P. Cotter, Board President Derek Necaise, and Board Secretary Michael Bennett to execute such option to purchase on behalf of the Hancock County Port and Harbor Commission.

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

RESULT:	**CARRIED AS AMENDED [UNANIMOUS]**
MOVER:	Michael Casano, Commissioner
SECONDER:	David Holman, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
DAK Notice to Purchase Property 20210518 w legal stamp-signed
Exhibit A Property Description DAK

Attachment: RESOLUTION# 20210614-12 DAK AMERICAS MISSISSIPPI INC. EXERCISING OPTION TO PURCHASE 488 ACRE SITE PURSUANT

Attachment: RESOLUTION# 20210614-12 DAK AMERICAS MISSISSIPPI INC. EXERCISING OPTION TO PURCHASE 488 ACRE SITE PURSUANT

May 18, 2021

Hancock County Port and Harbor Commission
Post Office Box 2267
Bay St. Louis, MS 39521
Attention: Executive Director

Robert L. Genin, Jr.
P.O. Box 70
Bay St. Louis, MS 39520

Re: Exercise of Option to Purchase Project

Gentlemen:

DAK Americas Mississippi Inc. (the "Company") hereby notifies you that, pursuant to Section 17 of that certain Project Lease, dated as of July 23, 1996 (as amended from to time, the "Lease") by and between the Company's predecessor-in-interest, Wellman, Inc., and the Hancock County Port and Harbor Commission (the "Port"), the Company is exercising its option to purchase the Project (as defined in the Lease).

The Company hereby requests that the Port waive any written notice or notice period required by the Lease to be given by the Company prior to, or otherwise in connection with, its purchase of the Project. The Company further requests that the Port waive any requirement that the purchase be delayed until the expiration of the current extended term. Our outside counsel, Chris Pace with Jones Walker L.L.P. will be touch right away to coordinate with you preparation of the closing documents. We look forward to working with the Port to identify a mutually agreeable date, time and location (in Hancock County) for closing our purchase of the Project.

Sincerely,

DAK AMERICAS MISSISSIPPI INC.

By: _____
Name: Shaun P. Yeaman
Title: Pearl River Site Director

By: _____
Name: Juan Pablo Lozano
Title: Attorney-in-fact

RECEIPT ACKNOWLEDGE AND ACCEPTED BY:

HANCOCK COUNTY PORT AND HARBOR COMMISSION

By: _____
Derek Necaise, President
Board of Commissioners

(SEAL)

ATTEST:

By: _____
Michael Bennett
Secretary, Board of Commissioners

WAIVER

The undersigned, Hancock County Port and Harbor Commission, hereby waives any written notice or notice period required by the Lease be given by the Company prior to, or otherwise in connection with, the purchase of the Project by the Company, and further waives any requirement that the purchase of the Project by the Company be delayed until the expiration of the current extended term.

HANCOCK COUNTY PORT AND HARBOR COMMISSION

By: _____
Derek Necaise, President
Board of Commissioners

(SEAL)

ATTEST:

By: _____
Michael Bennett
Secretary, Board of Commissioners

[SIGNATURE PAGE ACCEPTANCE OF WAIVER]

Attachment: RESOLUTION# 20210614-12 DAK AMERICAS MISSISSIPPI INC. EXERCISING OPTION TO PURCHASE 488 ACRE SITE PURSUANT

Exhibit A

Property Description

LOTS 60-71, INCLUSIVE AND PART OF LOTS 49, 59 AND 72

PORT BIENVILLE INDUSTRIAL PARK
HANCOCK COUNTY, MISSISSIPPI

COMMENCING at the Norwest corner of Section 30, Township 9 South, Range 15 West, County of Hancock, State of Mississippi (Mississippi Transverse Mercator Projection of 1927, East Zone Coordinates; X=275,283.04, Y=208,562.44);
THENCE West 2,275.00 feet (X=273,008.04, Y=208,562.44); thence South 44 degrees 15 minutes 13 seconds West 2,211.03 feet to the POINT OF BEGINNING (X=271,465.11, Y=206,978.78);
THENCE South 45 degrees 37 minutes 33 seconds East 4,605.64 feet to a set concrete monument (X=274,757.17, Y=203,757.86);
THENCE South 53 degrees 57 minutes 46 seconds West 4,097.62 feet to a set concrete monument on the projected easterly boundary of the Calgon Carbon Plant as recorded in Deed Book 51, Page 83, in the office of the Chancery Clerk of said County (X=271,443.69, Y=201,347.19);
THENCE along said projection and easterly boundary, North 45 degrees 44 minutes 47 seconds West 4,842.49 feet to a found concrete monument on the southerly right-of-way of Port Bienville Drive (X=267,975.21, Y=204,726.45)
THENCE along said southerly right-of-way, North 44 degrees 22 minutes 27 seconds East 4,050.56 feet to a set concrete monument (X=270,807.94, Y=207,621.74);
THENCE South 45 degrees 37 minutes 33 seconds East 919.39 feet to the POINT OF BEGINNING.
Containing 481.382 acres, more or less.

SAVE AND EXCEPT THE FIRE STATION PARCEL;

Being a 2.0921 acre tract of land situated in the southeast quarter of Section 26, Township 9 South, Range 16 West, Hancock County, Mississippi and being a portion of Lot 67 of the Port Bienville Industrial Park;
Beginning at a ½ inch iron rod set on the southeast right of way line of Port and Harbor Drive, a 300 foot right of way having Mississippi State Plane Coordinates of N266,313.3778, E753,098.7451,
THENCE, along said right of way line, North 44 degrees 43 minutes 53 seconds East a distance of 300.89 feet, to a ½ inch iron rod set for corner;
THENCE, South 45 degrees 36 minutes 04 seconds East a distance of 302.98 feet, to a ½ inch iron rod set for corner;
THENCE, South 44 degrees 26 minutes 31 seconds West generally along a six foot chain link fence a distance of 300.98 feet, to a ½ inch iron rod set for corner;
THENCE, North 45 degrees 36 minutes 04 seconds West a distance of 302.75 feet, to a ½ inch iron rod set for corner on the POINT OF BEGINNING and containing 2.0921 acres of land.

Attachment: RESOLUTION# 20210614-12 DAK AMERICAS MISSISSIPPI INC. EXERCISING OPTION TO PURCHASE 488 ACRE SITE PURSUANT

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	June 14, 2021
To:	Port & Harbor Commission
From:	James Buras, Director of Public Works
Subject:	RESOLUTION# 20210614-02
	AUTHORIZING EXECUTION OF TASK ORDER #2 FOR PRELIMINARY ENGINEERING INCLUDING SURVEY, GEOTECH, ENVIRONMENTAL PERMITTING AND 30% DESIGN WITH NEEL SCHAFFER, INC. FOR AN AMOUNT NOT TO EXCEED $124,000

ATTACHED:
TO #2 - Storage Yard (Preliminary Design)

Attachment: Resolution# 20210614-02 task order 2 neel schaffer, inc RR2104 Storage Yard (8320 : Authorizing Execution Of Task Order #2 For

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20210614-02

AUTHORIZING EXECUTION OF TASK ORDER #2 FOR PRELIMINARY ENGINEERING INCLUDING SURVEY, GEOTECH, ENVIRONMENTAL PERMITTING AND 30% DESIGN WITH NEEL SCHAFFER, INC. FOR AN AMOUNT NOT TO EXCEED $124,000

WHEREAS, by Resolution 20200824-02 the Hancock County Port & Harbor Commission ("Commission") adopted its FYE 2021 Budget and 2019 WIP- 2022 Capital Improvement Plan;

WHEREAS, the FYE 2021 Budget and associated 2019 WIP – 2022 Capital Improvement Plan was amended by Resolutions 20210322-02;

WHEREAS, the FYE 2021 Budget and associated 2019 WIP – 2022 Capital Improvement Plan includes Project **RR2104- Storage Yard** in the amount of $6,626,349;

WHEREAS, by Resolution 20210614-01, the Commission has selected Neel Schaffer for Professional Services relating to Port Bienville Railroad projects through Task Orders from time to time;

WHEREAS, the Commission desires preliminary engineering and permitting of a 160-180 car storage yard at Port Bienville Industrial Park, including 30% Design, Surveying, Geotechnical Investigations, and Wetlands Permitting;

WHEREAS, it is in the best interest of the Commission to approve the attached Task Order #2 with Neel-Schaffer, Inc. for an amount Not to Exceed $124,000.00;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby approves and authorizes the execution of Task Order #2 by the Chief Executive Officer for a not to exceed amount of $124,000.00;

ATTACHED:
TO #2 - Storage Yard (Preliminary Design)

Attachment: Resolution# 20210614-02 task order 2 neel schaffer, inc RR2104 Storage Yard (8320 : Authorizing Execution Of Task Order #2 For

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Michael Bennett, Secretary
SECONDER:	Aline Ward, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett, Necaise

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
TO #2 - Storage Yard (Preliminary Design)

Attachment: Resolution# 20210614-02 task order 2 neel schaffer, inc RR2104 Storage Yard (8320 : Authorizing Execution Of Task Order #2 For

TASK ORDER NO. 2

This is Task Order No. **2**
consisting of 20 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **June 16, 2021**, Owner and Engineer agree as follows:

ARTICLE 2—TASK ORDER DATA

a.	Effective Date of Task Order:	July 6, 2021 (HCBOS Meeting)
b.	Owner:	Hancock County Port & Harbor Commission
c.	Engineer:	Neel-Schaffer, Inc.
d.	Specific Project (title)	RR2104 – Storage Yard (Preliminary Design)
e.	Specific Project (description):	Build an additional storage yard and siding located parallel to existing DAK Lead.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	Not Applicable.

ARTICLE 3—BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information.

Project Location: Port Bienville Industrial Park

Description of Improvements: Build an additional storage yard and siding located parallel to existing DAK Lead.

Funding Source: To be determined.

ARTICLE 4—SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

Attachment: Resolution# 20210614-02 task order 2 neel schaffer, inc RR2104 Storage Yard (8320 : Authorizing Execution Of Task Order #2 For

C. Resident Project Representative (RPR) Services:

1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.

D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

ARTICLE 5—DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

ARTICLE 6—ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: None.

ARTICLE 7—TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: Not Applicable.

ARTICLE 8—ENGINEER'S COMPENSATION

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	**$124,000.00**	**Hourly**
a. Preliminary Design (30%) Phase	$67,000.00	Hourly
b. Environmental Studies and Surveys	$20,000.00	Hourly
c. Geotechnical Investigation	$19,000.00	Subconsultant
d. Topographic Survey	$18,000.00	Subconsultant
2. Resident Project Representative Services*	**N/A**	**N/A**

Attachment: Resolution# 20210614-02 task order 2 neel schaffer, inc RR2104 Storage Yard (8320 : Authorizing Execution Of Task Order #2 For

TOTAL COMPENSATION Not To Exceed (items 1 and 2)	**$124,000.00**	**Hourly**
3. Additional Services under Section 2.D above Not To Exceed	**N/A**	**N/A**

C. Estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. Compensation is based on Time and Material and shall not exceed total amount stated above unless approved in writing by the Owner.

ARTICLE 9—ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. Burns, Cooley, Dennis – Geotechnical Investigation

B. Compton Engineering – Topographic Survey

ARTICLE 10—EXHIBITS AND ATTACHMENTS:

A. Exhibit A to Task Order—Engineer's Services Under Task Order

B. Exhibit B to Task Order—Task Order Deliverables Schedule

~~C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order~~ Not Applicable.

~~D. Exhibit E to Task Order EJCDC® C-626, Notice of Acceptability of Work (Form)~~ Not Applicable.

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

Attachment: Resolution# 20210614-02 task order 2 neel schaffer, inc RR2104 Storage Yard (8320 : Authorizing Execution Of Task Order #2 For

OWNER:

By: _____

HANCOCK COUNTY PORT AND HARBOR COMMISSION

Print Name: WILLIAM P. COTTER

Title: CEO

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: JAMES BURAS

Title: DIRECTOR OF PUBLIC WORKS

Address: 14054 Fred & Al Key Road | Kiln, MS 39556

E-Mail Address: JBURAS@HCPHC.MS

Phone: (228) 467-9231 (ext. 24)

Date: 5-28-21

ENGINEER:

By: _____ P.E.

NEEL-SCHAFFER, INC.

Print Name: STEVEN A. TWEDT

Title: SENIOR VICE PRESIDENT

Engineer's License or Firm's Certificate No. (if required): 11221

State of: Mississippi

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: ALEX DAVIS

Title: PROJECT ENGINEER

Address: 772 Howard Avenue | Biloxi, MS 39530

E-Mail Address: ALEX.DAVIS@NEEL-SCHAFFER.COM

Phone: (228) 374-1211

Date: 6-16-21

Attachment: Resolution# 20210614-02 task order 2 neel schaffer, inc RR2104 Storage Yard (8320 : Authorizing Execution Of Task Order #2 For

Attachment: Resolution# 20210614-02 task order 2 neel schaffer, inc RR2104 Storage Yard (8320 : Authorizing Execution Of Task Order #2 For

OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES—
TASK ORDER EDITION

PART 4 OF 4: EXHIBITS TO TASK ORDER

EXHIBITS TO TASK ORDER

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EXHIBIT A—ENGINEER'S SERVICES UNDER TASK ORDER

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

EXHIBIT C—RESERVED

~~EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER~~

~~EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)~~

EXHIBIT F—RESERVED

EXHIBIT G—RESERVED

EXHIBIT H—RESERVED

EXHIBIT I—RESERVED

Attachment: Resolution# 20210614-02 task order 2 neel schaffer, inc RR2104 Storage Yard (8320 : Authorizing Execution Of Task Order #2 For

Exhibit A Table of Contents

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1.02 Preliminary Design Phase 5
Article 2— ADDITIONAL SERVICES 20
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2.02 Additional Services Requiring Owner's Written Authorization 22

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 11—BASIC SERVICES

11.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

11.02 Preliminary Design Phase (30%)

A. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use during the Preliminary Design Phase.

3. The Preliminary Design Phase Submittal will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, a preliminary Opinion of Probable Construction Cost, written descriptions of the Specific Project, geotechnical report, topographic survey, and all environmental studies completed as detailed below. The Preliminary Design Phase Submittal will consider the following matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:

a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards, and Owner directed improvements and facility elements as communicated to the Engineer and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").

b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.

c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.

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d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.

e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

f. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.

g. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.

4. Visit the Site as needed to prepare the Preliminary Design Phase Submittal.

5. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

6. Above-Ground Utilities

a. Review above-ground utilities information obtained from Owner and from observations at the Site.

b. Make recommendations regarding any further identification, investigation, and mapping of above- ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

7. Underground Facilities

a. Review Underground Facilities data furnished by Owner and obtained through topographic survey.

b. Account for underground utilities, based on available information, when advancing design during the Preliminary Design Phase.

8. Mitigation of Utilities Conflicts

a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

9. Surveys, Topographic Mapping, and Utility Documentation

a. Provide a topographic survey to determine existing conditions and aid in design of the Project.

10. Geotechnical Investigation

a. Perform geotechnical investigation (field exploration and laboratory testing) to determine soils classification in the area of proposed improvements. Provide geotechnical engineering recommendations.

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11. Environmental Studies and Surveys

    a. Provide the following studies/surveys:
        - Jurisdictional Determination
        - Wetlands Delineation
        - Cultural Resources Survey
        - Threatened and Endangered Species Survey
        - Hazards and Toxics Survey

    b. Preparation of the Environmental Document is not included in this scope of work and cannot be completed until a funding source is identified and secured.

    c. Preparation of the USACE Individual Permit is not included in this scope of work and cannot be completed until 60% design.

12. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

    a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents, and any other related documents or content for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

    b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

13. Prepare and Furnish the Preliminary Design Phase Submittal. This Submittal will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, a preliminary Opinion of Probably Construction Cost, written descriptions of the Specific Project, and Engineer's findings and recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be electronically submitted, or otherwise organized and assembled for ease and practicality of use.

14. Engineer will meet with Owner to discuss the draft Preliminary Design Phase Submittal and receive Owner's comments.

15. Furnish the revised/finalized Preliminary Design Phase Submittal to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Submittal.

ARTICLE 12—ADDITIONAL SERVICES

12.01 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such

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Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materialsor equipment other than “or equal” items;

b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;

c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer’s services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties’ entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer’s services will be part of Basic Services.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).

7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

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10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

12.02 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.

7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

8. Undertaking investigations and studies including, but not limited to:

a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliencyof the design;

b. detailed consideration of operations, maintenance, and overhead expenses;

c. the preparation of feasibility studies (such as those that include projections of output

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capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

d. preparation of appraisals;

e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

f. detailed quantity surveys of materials, equipment, and labor; and

g. audits or inventories required in connection with construction performed or furnished by Owner.

9. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

10. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

11. Providing the following services:

a. Services attributable to more prime construction contracts than specified in Exhibit AParagraph 1.04.A.1.

b. Services to arrange for performance of construction services for Owner by contractors other than theprincipal prime Contractor, and administering Owner's contract for such services.

12. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).

13. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

14. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

15. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

16. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.

17. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the

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Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

18. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

19. Preparation of operation, maintenance, and staffing manuals.

20. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.

21. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).

22. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.

23. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

24. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

25. Other additional services performed/furnished by Engineer not provided in this Agreement.

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EXHIBIT N—EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph and table.

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Schedule
Engineer	Submit PDF review copy of the Preliminary Design Phase Submittal to Owner.	Within **120** days of the Effective Date.
Owner	Submit comments regarding the Preliminary Design Phase Submittal to Engineer.	Within **5** days of the receipt from Engineer of the Preliminary Design Phase Submittal.
Engineer	Submit PDF copy of the final Preliminary Design Phase Submittal to Owner.	Within **5** days after receiving Owner's comments regarding Preliminary Design Phase Submittal.

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EXHIBIT O—EXHIBIT C—RESERVED

Guidance Notes—Exhibit C

1. See Exhibit C—Amendment to Main Agreement, in E-505 Part 2 of 4: Exhibits to Main Agreement.

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EXHIBIT R—EXHIBIT F—RESERVED

Guidance Notes—Exhibit F

1. See Exhibit F—Electronic Documents Protocol (EDP), in E-505 Part 2 of 4: Exhibits to Main Agreement.

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EXHIBIT S—EXHIBIT G—RESERVED

Guidance Notes—Exhibit G

1. See Exhibit G—Insurance, in E-505 Part 2 of 4: Exhibits to Main Agreement.

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EXHIBIT T—EXHIBIT H—RESERVED

Guidance Notes—Exhibit H

1. See Exhibit H—Dispute Resolution, in E-505 Part 2 of 4: Exhibits to Main Agreement.

Exhibit H Omitted.

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EXHIBIT U—EXHIBIT I—RESERVED

Guidance Notes—Exhibit I

1. See Exhibit I—Limitations of Liability, in E-505 Part 2 of 4: Exhibits to Main Agreement.

Exhibit I Omitted

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2023

☑ Public Access ☐ Managed Project

Official Use Only

Project Number: _____

Average Merit Score: _____

Requesting Agency: _____

PROJECT SUMMARY

red outlines indicate required fields

1. Title of Project:

McLeod Park Bulkhead Improvements

2. Location of Project:

Hancock County McLeod Park at Jourdan River
McLeod Park
8100 Texas Flat Road
Kiln, MS 39556

3. Requesting Agency:

Hancock County Board of Supervisors

4. Requesting Agency Representative:

a. Name: Scotty Adam, Board President

b. Phone: 228-467-0172

c. Fax: 228-467-5994

d. Address: 854 Hwy 90 Bay St. Louis, MS 39520

e. Email: scotty.adam@co.hancock.ms

5. Project Manager:

a. Name: Scotty Adam, Supervisor District 4

b. Phone: 228-467-0172

c. Fax: 228-467-5994

d. Address: 854 Hwy 90 Bay St. Louis, MS 3952

e. Email: scotty.adam@co.hancock.ms

6. Funding Requested:

$ 500,000.00

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

$ 500,000.00

Attachment: 20210621 - 2023 Tidelands Applications - McLeod Park Bulkhead Improvements (8339 : Approve 2023 Tidelands Applications.)

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PROGRAM Request for Funding FY2023

PROJECT SUMMARY

10. Provide Brief Project Description/Overview:

Hancock County proposes to reinforce the bank of the Jourdan River at a bend in the river on the west side of the new RV Campsites. The county estimates approximately 1,600 feet of the bulkhead is needed to help protect the RV campsite investment and to prevent further erosion that was caused by the heavy rain and flood season in 2020. Maintaining nature-based tourism opportunities and public access to the Jourdan River is critical for the County's McLeod Park to serve the demand for camping by the river. If funding remains, after bulkhead construction, the county will support the completion of the dock and launch improvements and begin the bulkhead-boardwalk improvements at Jimmy Lake.

11. LIST Project Goals/Objectives:

1) Improve and maintain public access on Jourdan River at McLeod Park
2) Reduce erosion adjacent to the new RV campsites
3) Reinforce river bank adjacent to new RV campsites
3) Reinforce river bank at Jimmy Lake to support bulkhead/boardwalk
4) Improve and enhance docking and launch facilities
5) Improve overall quality of site for public access
6) Attract visitors and maintain tourism opportunities.

12. LIST Project Benefits:

Maintain and improve public access
Limit erosion at the river's bend
Reinforce river bank
Continue to serve the RV Camping demand
Improve and expand docking space

Attachment: 20210621 - 2023 Tidelands Applications - McLeod Park Bulkhead Improvements (8339 : Approve 2023 Tidelands Applications.)

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PROJECT SUMMARY

13. LIST Project Tasks:

1. Award of Tidelands Trust Funds by the Mississippi Legislature.
2. Procure project engineer
3. Preliminary engineering and design work.
4. Apply for Joint Application & Notification Permit.
5. Bid project.
6. Award the construction bids.
7. Monitor and supervise the construction and installation of the project.
8. Inspect the completed project.
10. Complete the final accounting documentation of the project

14. Project Timetable/Milestones:

A. Award of Tidelands Trust Funds – December 2022
B. Formal authorization by the Hancock County Board of Supervisors – December 2022
C. Procure Engineer - February 2023
D. Initiate Design and Environmental Review Process – March 2023
D. Complete Design and acquire necessary permits – July 2023
E. Advertise for bids – August 2023
F. Award the Contract – October 2023
G. Complete Construction – April 2024
I. Complete Final inspection of accounting – June 2024

15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: *(type N/A if not applicable)*

2012, 2014, 2015, 2017, 2019, 2020

16. Project Timing:

☑ **Short-term (3 years or less)** ☐ **Deferred/long-term (3 – 5 years)**

Attachment: 20210621 - 2023 Tidelands Applications - McLeod Park Bulkhead Improvements (8339 : Approve 2023 Tidelands Applications.)

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APPLICATION SUMMARY QUESTIONNAIRE

17. Is this a Multi-Phase Project? ☐ Yes ☑ No

18. Is any part of this project located on private property? ☐ Yes ☑ No

19. Is there an existing lease between the requesting agency and property owner? ☐ Yes ☑ No

20. If required, are the plans approved by the DMR Permitting Office? ☐ Yes ☑ No

21. Will this project enhance an existing water-dependent activity? ☑ Yes ☐ No
Identify the activity:

The proposed primary project will enhance fishing from the river bank. If funding is available for the secondary proposed project, it enhance boating and fishing from the launch, docks and boardwalk.

22. Does this project coordinate with other existing or planned projects? ☑ Yes ☐ No
Identify the project(s):

The project complies with McLeod Park Master Plan and is consistent with the County's Greenways Plan.

23. Will this project involve impacting, filling, or dredging coastal wetlands? ☑ Yes ☐ No
If yes, what acreage: Approximately .40 acres.

24. Identify the constituency or interest group(s) which this project will serve:

The project will serve the general public especially those who enjoy boating, kayaking, fishing, and camping.

25. Identify the service that this project will provide to the group(s) identified in 24:

Once complete, the public improvements will maintain camping opportunities to serve the public who enjoy the river -camping, fishing, boating, canoeing, kayaking, etc.

Attachment: 20210621 - 2023 Tidelands Applications - McLeod Park Bulkhead Improvements (8339 : Approve 2023 Tidelands Applications.)

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Request for Funding FY2023

APPLICATION SUMMARY QUESTIONNAIRE

26. Project Category:

(more than one may apply)

- [ ] Conservation
- [ ] Reclamation
- [ ] Preservation
- [ ] Acquisition
- [ ] Education
- [x] Public Access
- [x] Public Improvement
- [x] Other (Identify)

erosion control

27. Current status of architectural/ engineering pans & specifications for this project (if applicable): (check one from each group)

Group 1:
- [ ] Completed
- [ ] In Progress
- [ ] Ready to Bid
- [x] Other (identify)

County will procure engineer

Group 2:
- [ ] Paid for
- [ ] Funds budgeted
- [ ] Funds not budgeted

28. Categorize the benefits from 12:

- [ ] Environmental
- [x] Economic
- [x] Safety
- [x] Public
- [ ] Other (identify)

29. Have other State or Federal funding sources been identified for the project?

- [ ] Yes
- [x] No

If yes, identify:

30. In what way does this project meet the goals and objectives of the Department of Marine Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and providing public access to tidelands affected areas?

The project meets MS DMR goals and objectives by improving public access and by providing public improvement to a popular location.

Attachment: 20210621 - 2023 Tidelands Applications - McLeod Park Bulkhead Improvements (8339 : Approve 2023 Tidelands Applications.)

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PROGRAM Request for Funding FY2023

APPLICATION SUMMARY

31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

Brought on by the repetitive inclement weather last summer and fall-the County proposes to sustain nature-based tourism opportunities by maintaining public access in McLeod Park at the Jourdan River. The project includes building and installing approximately 1,600 LF of bulkhead to protect the shoreline in a bend of the river located on the west side of a new RV campsite. The river's shoreline was eroded significantly in the project location after repetitive storms drenched the county in 2020. The river flooded it's banks 5 times this past year. The county is concerned that the erosion may eventually breach into Jimmy Lake causing adverse impact to the new RV campsites.

Protecting the County's investment is critical to maintain the Park's regional competitiveness and provide an improved experience for campers who enjoy the river. The new bulkhead will also protect the unique peninsula shaped location of the park where campers are surrounded by the Jourdan River on three sides. See the attached map.

Once the bulkhead is complete. Locals and visitors will continue to visit friends and family at their premier location to camp while accessing riverine activities like boating, fishing, kayaking, and nature observation. If funding remains, after the bulkhead is installed, the county proposes to support improvements at Jimmy Lake by supporting the launch and dock expansion or beginning construction of a bulkhead-boardwalk along the south shoreline.

Attachment: 20210621 - 2023 Tidelands Applications - McLeod Park Bulkhead Improvements (8339 : Approve 2023 Tidelands Applications.)

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PROGRAM Request for Funding FY2023

APPLICATION SUMMARY

32. Estimated number of years to completion: 18 months

33. Estimated Completion Date: June 2024

34. Prioritize if your agency has submitted multiple projects

This project is Hancock County's ____ Priority.

35. SIGNATURES

Project Manager: **Signature** **Date**

Requesting Agency Representative: **Signature** **Date**

36. Attach project schematics or drawings as appropriate

*Progress notes must be submitted semi-annually on Public Access projects and DMR projects, and quarterly on Managed projects.

CLICK TO SUBMIT FORM TO tidelandsapp@dmr.ms.gov

**Before submitting application, please make sure to complete the Budget form on page 8.

Attachment: 20210621 - 2023 Tidelands Applications - McLeod Park Bulkhead Improvements (8339 : Approve 2023 Tidelands Applications.)

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MISSISSIPPI TIDELANDS TRUST FUND
PROGRAM Request for Funding FY2023

BUDGET

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						$ 0.00
Travel						$ 0.00
Architecture & Engineering	40000	40000				$ 80,000.00
Legal						$ 0.00
Consulting						$ 0.00
Construction	196000	196000				$ 392,000.00
Site Work						$ 0.00
Equipment						$ 0.00
Land Acquisition						$ 0.00
Indirects						$ 0.00
Other	28000					$ 28,000.00
Total	$ 264,000.00	$ 236,000.00	$ 0.00	$ 0.00	$ 0.00	$ 500,000.00

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
*Tidelands Funding Reallocated (Project #:_____, Year_____						$ 0.00
**Tidelands Funding Awarded						$ 0.00
***Federal Grants Funding						$ 0.00
***FEMA Funding						$ 0.00
***MEMA Funding						$ 0.00
***CDBG Funding						$ 0.00
***In-Kind Donations						$ 0.00
***Other						$ 0.00
Total	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Instructions:

1. If project will be completed in one year, complete only the "**Year 1**" budget column.
2. If project will be completed in two years, complete "**Year 1**" and "**Year 2**" columns.
3. Follow the same process as above for "**Year 3**", "**Year 4**", and "**Year 5**", if project will not be completed for 5 years.
4. *This should be completed only if you plan to reallocate existing funds to this project.
5. **This should only be completed if you were awarded funds in previous Tidelands year for other phases of this same project.
6. ***Refer only to matching funds secured for this project.

Attachment: 20210621 - 2023 Tidelands Applications - McLeod Park Bulkhead Improvements (8339 : Approve 2023 Tidelands Applications.)

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MISSISSIPPI TIDELANDS TRUST FUND
PROGRAM Request for Funding FY2023

LEGISLATIVE SUMMARY

1. Title of Project:

McLeod Park Bulkhead Improvements

2. Location of Project:

Hancock County McLeod Park at Jourdan River
McLeod Park
8100 Texas Flat Road
Kiln, MS 39556

3. Requesting Agency:

Hancock County Board of Supervisors

6. Funding Requested:

$ 500,000.00

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

$ 500,000.00

10. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

Brought on by the repetitive inclement weather last summer and fall-the County proposes to sustain nature-based tourism opportunities by maintaining public access in McLeod Park at the Jourdan River. The project includes building and installing approximately 1,600 LF of bulkhead to protect the shoreline in a bend of the river located on the west side of a new RV campsite. The river's shoreline was eroded significantly in the project location after repetitive storms drenched the county in 2020. The river flooded it's banks 5 times this past year. The county is concerned that the erosion may eventually breach into Jimmy Lake causing adverse impact to the new RV campsites.

Protecting the County's investment is critical to maintain the Park's regional competitiveness and provide an improved experience for campers who enjoy the river. The new bulkhead will also protect the unique peninsula shaped location of the park where campers are surrounded by the Jourdan River on three sides. See the attached map.

Once the bulkhead is complete. Locals and visitors will continue to visit friends and family at their premier location to camp while accessing riverine activities like boating, fishing, kayaking, and nature observation. If funding remains, after the bulkhead is installed, the county proposes to support improvements at Jimmy Lake by supporting the launch and dock expansion or beginning construction of a bulkhead-boardwalk along the south shoreline.

Attachment: 20210621 - 2023 Tidelands Applications - McLeod Park Bulkhead Improvements (8339 : Approve 2023 Tidelands Applications.)

McLeod Park
Proposed Bulkhead Construction

Attachment: 20210621 - 2023 Tidelands Applications - McLeod Park Bulkhead Improvements (8339 : Approve 2023 Tidelands Applications.)

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2023

☑ Public Access ☐ Managed Project

Official Use Only

Project Number: _____

Average Merit Score: _____

Requesting Agency: _____

PROJECT SUMMARY

red outlines indicate required fields

1. Title of Project:

Diamondhead Paradise Bayou Dredging

2. Location of Project:

Diamondhead, MS at Paradise Bayou

3. Requesting Agency:

Hancock County Board of Supervisors

4. Requesting Agency Representative:

a. Name: Scotty Adam, Board President

b. Phone: 228-467-0172

c. Fax: 228-467-5994

d. Address: 854 Hwy 90 Bay St. Louis, MS 39520

e. Email: scotty.adam@co.hancock.ms

5. Project Manager:

a. Name: Kodie Koenenn, District 3 Supervisor

b. Phone: 228-467-0172

c. Fax: 228-467-5994

d. Address: 854 Hwy 90 Bay St. Louis, MS 39520

e. Email: kodie.koenenn@co.hancock.ms

6. Funding Requested:

$ 500,000.00

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

$ 500,000.00

Attachment: 20210621 - 2023 Tidelands Applications - Diamondhead Paradise Bayou Dredging (8339 : Approve 2023 Tidelands Applications.)

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

PROJECT SUMMARY

10. Provide Brief Project Description/Overview:

The County and the City of Diamondhead are working together to provide maintenance dredging along Paradise Bayou and adjacent canals to improve boating access, water flow, and navigation. The Bayou has silted in numerous places along the bayou impeding safe navigation to and from residential, commercial properties and a marina.

11. LIST Project Goals/Objectives:

Improve Access to Commercial and Residential Properties
Reduce Navigation Hazards
Environmental Compliance
Improve Marsh locations (dredge disposal)

12. LIST Project Benefits:

The following can be improved:
- Access
- Recreation
- Economics
- Cultural
- Water

Attachment: 20210621 - 2023 Tidelands Applications - Diamondhead Paradise Bayou Dredging (8339 : Approve 2023 Tidelands Applications.)

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

PROJECT SUMMARY

13. LIST Project Tasks:

1. Award of Tidelands Trust Funds by the Mississippi Legislature.
2. Procure project engineer
3. Preliminary engineering, environmental and design work.
4. Apply for Joint Application & Notification Permit.
5. Bid project.
6. Award the construction bids.
7. Monitor and supervise the construction and installation of the project.
8. Inspect the completed project.
10. Complete the final accounting documentation of the project

14. Project Timetable/Milestones:

A. Award of Tidelands Trust Funds – December 2022
B. Formal authorization by the Hancock County Board of Supervisors – December 2022
C. Procure Engineer - February 2023
D. Initiate Design and Environmental Review Process – March 2023
D. Complete Design and acquire necessary permits – July 2023
E. Advertise for bids – August 2023
F. Award the Contract – October 2023
G. Complete Construction – April 2024
I. Complete Final Inspection and Accounting – June 2024

15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: ***(type N/A if not applicable)***

Not Applicable

16. Project Timing:

☑ **Short-term (3 years or less)** ☐ **Deferred/long-term (3 – 5 years)**

Attachment: 20210621 - 2023 Tidelands Applications - Diamondhead Paradise Bayou Dredging (8339 : Approve 2023 Tidelands Applications.)

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

APPLICATION SUMMARY QUESTIONNAIRE

17. Is this a Multi-Phase Project? ☑ Yes ☐ No

18. Is any part of this project located on private property? ☐ Yes ☑ No

19. Is there an existing lease between the requesting agency and property owner? ☐ Yes ☑ No

20. If required, are the plans approved by the DMR Permitting Office? ☐ Yes ☑ No

21. Will this project enhance an existing water-dependent activity? ☑ Yes ☐ No
Identify the activity:

Boating and Kayaking

22. Does this project coordinate with other existing or planned projects? ☑ Yes ☐ No
Identify the project(s):

The City of Diamondhead's Hydrological survey for the Bayou

23. Will this project involve impacting, filling, or dredging coastal wetlands? ☑ Yes ☐ No
If yes, what acreage: Approximately, 6.5 acres, a more detailed estimate will be provided after engineer is procured.

24. Identify the constituency or interest group(s) which this project will serve:

Residents and visitors who enjoy boating and kayaking.

25. Identify the service that this project will provide to the group(s) identified in 24:

The project will provide public access for the boating public.

Attachment: 20210621 - 2023 Tidelands Applications - Diamondhead Paradise Bayou Dredging (8339 : Approve 2023 Tidelands Applications.)

ENHANCE - PROTECT - CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

APPLICATION SUMMARY QUESTIONNAIRE

26. Project Category:
(more than one may apply)

- [ ] Conservation
- [ ] Reclamation
- [ ] Preservation
- [ ] Acquisition
- [ ] Education
- [x] Public Access
- [x] Public Improvement
- [ ] Other (Identify)

27. Current status of architectural/ engineering pans & specifications for this project (if applicable): (check one from each group)

Group 1:
- [ ] Completed
- [ ] In Progress
- [ ] Ready to Bid
- [x] Other (identify)

Have to procure engineer

Group 2:
- [ ] Paid for
- [ ] Funds budgeted
- [x] Funds not budgeted

28. Categorize the benefits from 12:

- [x] Environmental
- [x] Economic
- [x] Safety
- [x] Public
- [ ] Other (identify)

29. Have other State or Federal funding sources been identified for the project?

- [ ] Yes
- [x] No

If yes, identify:

30. In what way does this project meet the goals and objectives of the Department of Marine Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and providing public access to tidelands affected areas?

The project meets public access and public improvement-related goals and objectives by dredging a popular bayou joining commercial, residential, and public properties.

Attachment: 20210621 - 2023 Tidelands Applications - Diamondhead Paradise Bayou Dredging (8339 : Approve 2023 Tidelands Applications.)

ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

APPLICATION SUMMARY

31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

Hancock County and the City of Diamondhead are working together to improve access along Paradise Bayou between Cut-Off Bayou and Loulu Place, the last street and canal to the east. The last time the Bayou was dredged was approximately 8 years ago. Paradise Bayou is the front yard to Diamondhead. The boating public and kayak enthusiasts use the bayou to visit friends living in the neighborhood, eat at the regionally popular Lazy Gator Restaurant, docking at the Marina, and fishing for redfish around the marsh. Kayakers can launch and paddle to neighborhoods north of I-10 along the Rotten Bayou Blueway.

The busy storm season of 2020, caused a substantial accumulation of silt and sand to build up in pockets along the bayou. The silted sandy locations impede boat traffic and at times collects floating debris (vegetation, logs, trash, etc.) which periodically causes safety hazards to navigation and can prevent access at times. The cost to dredge the entire bayou has been estimated at 2M dollars.

The County proposes to use Tidelands to identify the critical locations along the bayou in need of dredging and strategically dredge a portion of the Bayou that will maximize the requested Tidelands funding while expanding access. The city and county are in the middle of researching funding opportunities to support the project to completion.

The project will consist of surveying, environmental and permitting compliance, preliminary design and engineering, preparation of bid documents, contractor procurement, dredge construction, and engineering construction management. Part of the environmental process will identify innovative options to dispose of the dredged material. Hoping to identify conditions to support living shoreline types of improvements in marsh or wetland areas pending favorable conditions.

Implementation of the proposal will maintain the unique quality of life in the Diamondhead neighborhood benefitting those residents and visitors who love to boat, fish, and eat at the bayou called Paradise.

Attachment: 20210621 - 2023 Tidelands Applications - Diamondhead Paradise Bayou Dredging (8339 : Approve 2023 Tidelands Applications.)

ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

APPLICATION SUMMARY

32. Estimated number of years to completion: 18 months

33. Estimated Completion Date: June 2024

34. Prioritize if your agency has submitted multiple projects

This project is the County's ____ priority.

35. SIGNATURES

Project Manager: **Signature** **Date**

Requesting Agency Representative: **Signature** **Date**

36. Attach project schematics or drawings as appropriate

*Progress notes must be submitted semi-annually on Public Access projects and DMR projects, and quarterly on Managed projects.

CLICK TO SUBMIT FORM TO tidelandsapp@dmr.ms.gov

**Before submitting application, please make sure to complete the Budget form on page 8.

Attachment: 20210621 - 2023 Tidelands Applications - Diamondhead Paradise Bayou Dredging (8339 : Approve 2023 Tidelands Applications.)

ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

BUDGET

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						$ 0.00
Travel						$ 0.00
Architecture & Engineering	35000	35000				$ 70,000.00
Legal						$ 0.00
Consulting						$ 0.00
Construction	200000	200000				$ 400,000.00
Site Work						$ 0.00
Equipment						$ 0.00
Land Acquisition						$ 0.00
Indirects						$ 0.00
Other	15000	15000				$ 30,000.00
Total	$ 250,000.00	$ 250,000.00	$ 0.00	$ 0.00	$ 0.00	$ 500,000.00

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
*Tidelands Funding Reallocated (Project #:_____, Year_____						$ 0.00
**Tidelands Funding Awarded						$ 0.00
***Federal Grants Funding						$ 0.00
***FEMA Funding						$ 0.00
***MEMA Funding						$ 0.00
***CDBG Funding						$ 0.00
***In-Kind Donations						$ 0.00
***Other						$ 0.00
Total	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Instructions:

1. If project will be completed in one year, complete only the "**Year 1**" budget column.
2. If project will be completed in two years, complete "**Year 1**" and "**Year 2**" columns.
3. Follow the same process as above for "**Year 3**", "**Year 4**", and "**Year 5**", if project will not be completed for 5 years.
4. *This should be completed only if you plan to reallocate existing funds to this project.
5. **This should only be completed if you were awarded funds in previous Tidelands year for other phases of this same project.
6. ***Refer only to matching funds secured for this project.

Attachment: 20210621 - 2023 Tidelands Applications - Diamondhead Paradise Bayou Dredging (8339 : Approve 2023 Tidelands Applications.)

ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

LEGISLATIVE SUMMARY

1. Title of Project:

Diamondhead Paradise Bayou Dredging

2. Location of Project:

Diamondhead, MS at Paradise Bayou

3. Requesting Agency:

Hancock County Board of Supervisors

6. Funding Requested:

$ 500,000.00

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

$ 500,000.00

10. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

Hancock County and the City of Diamondhead are working together to improve access along Paradise Bayou between Cut-Off Bayou and Loulu Place, the last street and canal to the east. The last time the Bayou was dredged was approximately 8 years ago. Paradise Bayou is the front yard to Diamondhead. The boating public and kayak enthusiasts use the bayou to visit friends living in the neighborhood, eat at the regionally popular Lazy Gator Restaurant, docking at the Marina, and fishing for redfish around the marsh. Kayakers can launch and paddle to neighborhoods north of I-10 along the Rotten Bayou Blueway.

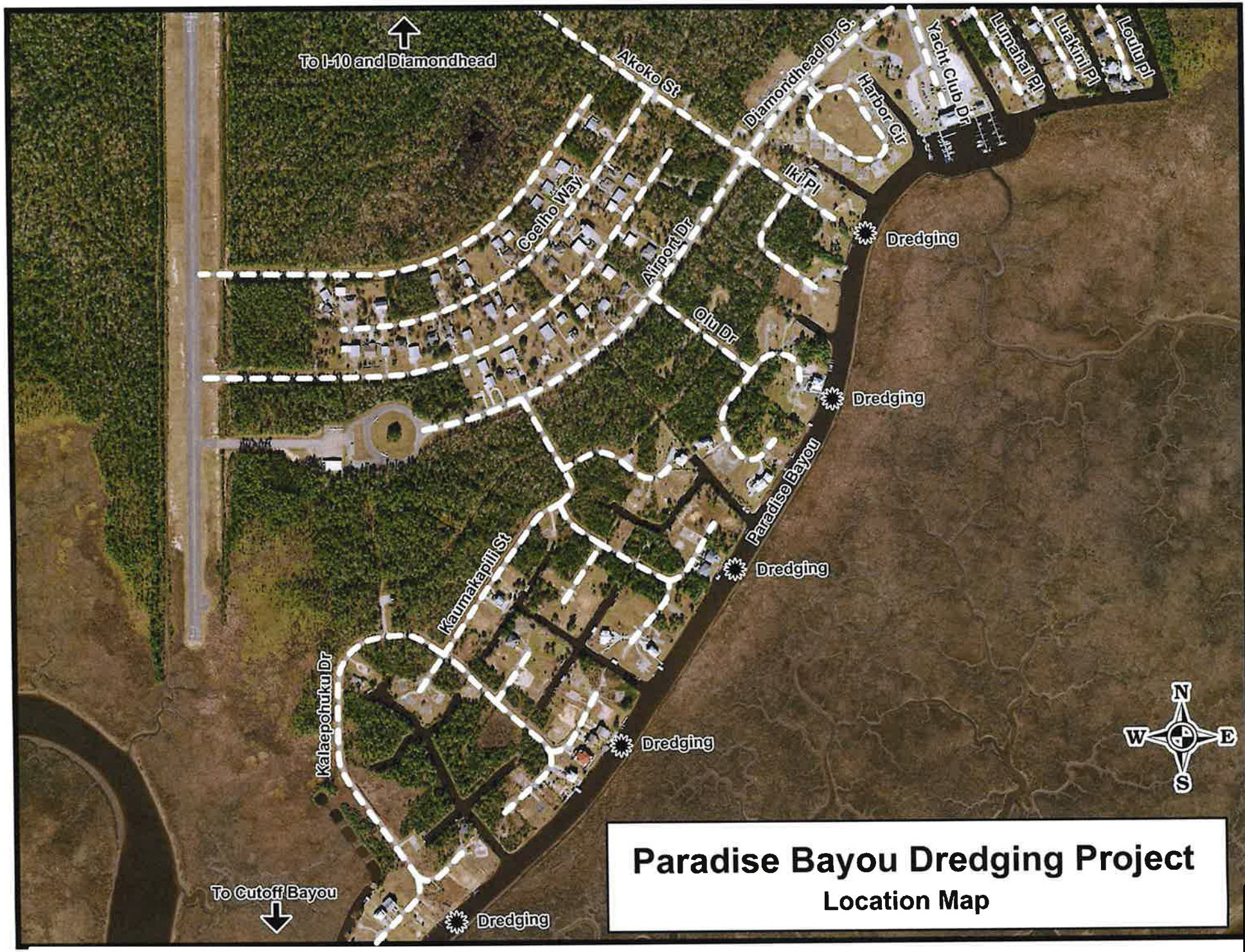
The busy storm season of 2020, caused a substantial accumulation of silt and sand to build up in pockets along the bayou. The silted sandy locations impede boat traffic and at times collects floating debris (vegetation, logs, trash, etc.) which periodically causes safety hazards to navigation and can prevent access at times. The cost to dredge the entire bayou has been estimated at 2M dollars.

The County proposes to use Tidelands to identify the critical locations along the bayou in need of dredging and strategically dredge a portion of the Bayou that will maximize the requested Tidelands funding while expanding access. The city and county are in the middle of researching funding opportunities to support the project to completion.

The project will consist of surveying, environmental and permitting compliance, preliminary design and engineering, preparation of bid documents, contractor procurement, dredge construction, and engineering construction management. Part of the environmental process will identify innovative options to dispose of the dredged material. Hoping to identify conditions to support living shoreline types of improvements in marsh or wetland areas pending favorable conditions.

Implementation of the proposal will maintain the unique quality of life in the Diamondhead neighborhood benefitting those residents and visitors who love to boat, fish, and eat at the bayou called Paradise.

Attachment: 20210621 - 2023 Tidelands Applications - Diamondhead Paradise Bayou Dredging (8339 : Approve 2023 Tidelands Applications.)


To I-10 and Diamondhead
Akoko St
Diamondhead Dr S.
Yacht Club Dr
Lumahai Pl
Luakini Pl
Loulu pl
Harbor Cir
Iki Pl
Coelho Way
Airport Dr
Olu Dr
Dredging
Dredging
Paradise Bayou
Dredging
Kaumakapili St
Kalaepohuku Dr
Dredging
Dredging
To Cutoff Bayou
N
W
E
S
Paradise Bayou Dredging Project
Location Map

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2023

☐ Public Access ☐ Managed Project

Official Use Only

Project Number: _____

Average Merit Score: _____

Requesting Agency: _____

PROJECT SUMMARY

red outlines indicate required fields

1. Title of Project:

Bayou Caddy Marina Repairs and Seafood Market Feasibility Study

2. Location of Project:

Pleasure Street, Hancock County

3. Requesting Agency:

Hancock County Board of Supervisors

4. Requesting Agency Representative:

a. Name: Scotty Adam, President, District 5 Supervisor

b. Phone: 228-467-0172

c. Fax: 228-467-5994

d. Address: 854 Highway 90, Bay St. Louis, MS 39520

e. Email: scotty.adam@co.hancock.ms.us

5. Project Manager:

a. Name: Theresa Ryan, District 2 Supervisor

b. Phone: 228-467-0172

c. Fax: 228-467-5994

d. Address: 854 Highway 90, Bay St. Louis, MS 39520

e. Email: theresa.ryan@co.hancock.ms.us

6. Funding Requested:

$ 500,000.00

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

$ 500,000.00

Attachment: 20210621 - 2023 Tidelands Applications - Bayou Caddy Marina Repairs and Seafood Market Feasibility Study (8339 : Approve 2023

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

PROJECT SUMMARY

10. Provide Brief Project Description/Overview:

The county proposes to conduct and economic feasibility study for a Seafood Market and continue extensive maintenance and repairs to Bayou Caddy Marina, including but not limited to the following: utilities, piers, pilings, docks, lights, security, limestone parking and drive, boat launch, fishing pier, harbor master building, dredging, etc.

11. LIST Project Goals/Objectives:

1)Upgrade substandard conditions
2) Improve quality of services to support the demand
3) Sustain the support to local seafood industry
4)Identify Working Waterfront Opportunities (Seafood Market Feasibiltiy)

12. LIST Project Benefits:

1) Upgrade quality of Services
2) Provide safe and secure mooring
3) Provides public access to the waters of Bayou Caddy and the MS Sound
4) Improve security
5) Improves working waterfront conditions for the commercial seafood industry

Attachment: 20210621 - 2023 Tidelands Applications - Bayou Caddy Marina Repairs and Seafood Market Feasibility Study (8339 : Approve 2023

ENHANCE · PROTECT · CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

PROJECT SUMMARY

13. LIST Project Tasks:

1. Award of Tidelands Trust Funds by the Mississippi Legislature.
2. Procure project engineer
3. Preliminary engineering and design work.
4. Apply for Joint Application & Notification Permit.
5. Initiate the bid process for the construction items and award the construction bids.
6. Monitor and supervise the construction of the project.
7. Inspect the completed project.
8. Complete the final close-out of the project

14. Project Timetable/Milestones:

A. Award of Tidelands Trust Funds – October 2020
B. Formal authorization by the Hancock County Board of Supervisors – November 2020
C. Procure engineer – April 2021
D. Complete design and acquire necessary permits – June 2021
E. Advertise for bids – July 2021
F. Award the contract – September 2021
H. Complete construction – April 2022
I. Complete final inspection of accounting – July 2022

15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: *(type N/A if not applicable)*

1996, 1998, 1999, 2000, 2002, 2003, 2010, 2021

16. Project Timing:

☑ **Short-term (3 years or less)** ☐ **Deferred/long-term (3 – 5 years)**

Attachment: 20210621 - 2023 Tidelands Applications - Bayou Caddy Marina Repairs and Seafood Market Feasibility Study (8339 : Approve 2023

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

APPLICATION SUMMARY QUESTIONNAIRE

17. Is this a Multi-Phase Project? ☐ Yes ☑ No

18. Is any part of this project located on private property? ☐ Yes ☑ No

19. Is there an existing lease between the requesting agency and property owner? ☐ Yes ☑ No

20. If required, are the plans approved by the DMR Permitting Office? ☑ Yes ☐ No

21. Will this project enhance an existing water-dependent activity? ☑ Yes ☐ No
Identify the activity:

Shrimping and fishing

22. Does this project coordinate with other existing or planned projects? ☑ Yes ☐ No
Identify the project(s):

This project complies with the Hancock County's plans to complete their marina at Bayou Caddy: 1979 Development Plan for Bayou Caddy, 1990 Hancock County Sand Beach Master Plan, 2004 Hancock County Greenways Plan.

23. Will this project involve impacting, filling, or dredging coastal wetlands? ☐ Yes ☑ No
If yes, what acreage:

24. Identify the constituency or interest group(s) which this project will serve:

This project provides opportunity for commercial and recreational fisherman to safely moor and launch their vessel and work the Mississippi Sound and the Gulf of Mexico from Hancock County.

25. Identify the service that this project will provide to the group(s) identified in 24:

The complete maintenance and repairs to the Bayou Caddy Marina will provide public access and safe harbor for commercial and recreational fisherman.

Attachment: 20210621 - 2023 Tidelands Applications - Bayou Caddy Marina Repairs and Seafood Market Feasibility Study (8339 : Approve 2023

ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

APPLICATION SUMMARY QUESTIONNAIRE

26. Project Category:
(more than one may apply)

- [ ] Conservation
- [ ] Reclamation
- [ ] Preservation
- [ ] Acquisition
- [ ] Education
- [x] Public Access
- [x] Public Improvement
- [ ] Other (Identify)

27. Current status of architectural/ engineering pans & specifications for this project (if applicable): (check one from each group)

Group 1:
- [ ] Completed
- [ ] In Progress
- [ ] Ready to Bid
- [x] Other (identify)

Procure engineer

Group 2:
- [ ] Paid for
- [ ] Funds budgeted
- [x] Funds not budgeted

28. Categorize the benefits from 12:

- [ ] Environmental
- [x] Economic
- [x] Safety
- [x] Public
- [ ] Other (identify)

29. Have other State or Federal funding sources been identified for the project?

- [ ] Yes
- [x] No

If yes, identify:

30. In what way does this project meet the goals and objectives of the Department of Marine Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and providing public access to tidelands affected areas?

This project meets the program goal #3 to protect, propagate and conserve the state's seafood and aquatic life with the revitalization of the seafood industry. The project meets goal #9 to assist local governments in the provision of public facilities services that enhance public access to coastal tidelands in a manner consistent with the coastal program.

Attachment: 20210621 - 2023 Tidelands Applications - Bayou Caddy Marina Repairs and Seafood Market Feasibility Study (8339 : Approve 2023

ENHANCE · PROTECT · CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

APPLICATION SUMMARY

31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

The County proposes to conduct an economic feasibility study to establish a Seafood Market and continue extensive maintenance and repairs at Bayou Caddy Marina, as funding allows, including but not limited to the following: utilities, piers, pilings, decking, docks, lights, security, limestone parking and drive, boat launch, fishing pier, harbor master building, dredging, etc. This work will continue the effort the FY21 Bayou Caddy award will begin in late summer. Currently, preliminary engineering and design are underway. It seems the conditions are worst than originally anticipated. The county anticipates the FY21 funding will primarily focus on the electrical repairs, piling, and skirting upgrades where needed pending the outcome of the bids.

The FY2023 funding will focus on the substandard water system and decking. In addition, the Board of Supervisors is interested upgrading their working waterfront by studying the economic potential of the Marina and the shrimping professionals. The county wants to investigate the feasibility of establishing a seafood market at the location and proposes to hire a consultant to develop the study and provide actionable recommendations to the county.

The County is excited about the opportunity to continue the much-needed improvements. After County personnel conducted an initial condition assessment of the marina, the County decided to reapply for additional funding to maintain and repair the substandard conditions. Protecting and preserving the County's investment is a priority resulting in quality service to the commercial and recreational fishing industry.

Maintaining and repairing the overall facilities will improve the marina's service capability and enhance the commercial fishing industry in Hancock County. The improvements will serve the public by continuing to provide fresh seafood, safe harbor, secure mooring space, and job opportunities.

Attachment: 20210621 - 2023 Tidelands Applications - Bayou Caddy Marina Repairs and Seafood Market Feasibility Study (8339 : Approve 2023

ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

APPLICATION SUMMARY

32. Estimated number of years to completion: 18 months

33. Estimated Completion Date: June 2024

34. Prioritize if your agency has submitted multiple projects

The project is Hancock County's ___ priority.

35. SIGNATURES

Project Manager: **Signature** **Date**

Requesting Agency Representative: **Signature** **Date**

36. Attach project schematics or drawings as appropriate

*Progress notes must be submitted semi-annually on Public Access projects and DMR projects, and quarterly on Managed projects.

CLICK TO SUBMIT FORM TO tidelandsapp@dmr.ms.gov

**Before submitting application, please make sure to complete the Budget form on page 8.

Attachment: 20210621 - 2023 Tidelands Applications - Bayou Caddy Marina Repairs and Seafood Market Feasibility Study (8339 : Approve 2023

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

BUDGET

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						$ 0.00
Travel						$ 0.00
Architecture & Engineering	30000	25000				$ 55,000.00
Legal						$ 0.00
Consulting	20000	25000				$ 45,000.00
Construction	200000	200000				$ 400,000.00
Site Work						$ 0.00
Equipment						$ 0.00
Land Acquisition						$ 0.00
Indirects						$ 0.00
Other						$ 0.00
Total	$ 250,000.00	$ 250,000.00	$ 0.00	$ 0.00	$ 0.00	$ 500,000.00

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
*Tidelands Funding Reallocated (Project #:_____, Year_____						$ 0.00
**Tidelands Funding Awarded						$ 0.00
***Federal Grants Funding						$ 0.00
***FEMA Funding						$ 0.00
***MEMA Funding						$ 0.00
***CDBG Funding						$ 0.00
***In-Kind Donations						$ 0.00
***Other						$ 0.00
Total	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Instructions:

1. If project will be completed in one year, complete only the "**Year 1**" budget column.
2. If project will be completed in two years, complete "**Year 1**" and "**Year 2**" columns.
3. Follow the same process as above for "**Year 3**", "**Year 4**", and "**Year 5**", if project will not be completed for 5 years.
4. *This should be completed only if you plan to reallocate existing funds to this project.
5. **This should only be completed if you were awarded funds in previous Tidelands year for other phases of this same project.
6. ***Refer only to matching funds secured for this project.

Attachment: 20210621 - 2023 Tidelands Applications - Bayou Caddy Marina Repairs and Seafood Market Feasibility Study (8339 : Approve 2023

ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2023

LEGISLATIVE SUMMARY

1. Title of Project:

Bayou Caddy Marina Repairs and Seafood Market Feasibility Study

2. Location of Project:

Pleasure Street, Hancock County

3. Requesting Agency:

Hancock County Board of Supervisors

6. Funding Requested:

$ 500,000.00

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

$ 500,000.00

10. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

The County proposes to conduct an economic feasibility study to establish a Seafood Market and continue extensive maintenance and repairs at Bayou Caddy Marina, as funding allows, including but not limited to the following: utilities, piers, pilings, decking, docks, lights, security, limestone parking and drive, boat launch, fishing pier, harbor master building, dredging, etc. This work will continue the effort the FY21 Bayou Caddy award will begin in late summer. Currently, preliminary engineering and design are underway. It seems the conditions are worst than originally anticipated. The county anticipates the FY21 funding will primarily focus on the electrical repairs, piling, and skirting upgrades where needed pending the outcome of the bids.

The FY2023 funding will focus on the substandard water system and decking. In addition, the Board of Supervisors is interested upgrading their working waterfront by studying the economic potential of the Marina and the shrimping professionals. The county wants to investigate the feasibility of establishing a seafood market at the location and proposes to hire a consultant to develop the study and provide actionable recommendations to the county.

The County is excited about the opportunity to continue the much-needed improvements. After County personnel conducted an initial condition assessment of the marina, the County decided to reapply for additional funding to maintain and repair the substandard conditions. Protecting and preserving the County's investment is a priority resulting in quality service to the commercial and recreational fishing industry.

Maintaining and repairing the overall facilities will improve the marina's service capability and enhance the commercial fishing industry in Hancock County. The improvements will serve the public by continuing to provide fresh seafood, safe harbor, secure mooring space, and job opportunities.

Attachment: 20210621 - 2023 Tidelands Applications - Bayou Caddy Marina Repairs and Seafood Market Feasibility Study (8339 : Approve 2023

Bayou Caddy Marina
Location Map

Attachment: 20210621 - 2023 Tidelands Applications - Bayou Caddy Marina Repairs and Seafood Market Feasibility Study (8339 : Approve 2023

TTF-3

ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

PAYMENT REQUEST FOR THE MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

1. PROJECT NUMBERS	2. PROJECT TITLES	3. TYPE OF PAYMENT REQUEST	
FY20-P610-01	McLeod Park RV Expansion and Pier Construction	REIMBURSEMENT	"check" THE APPLICABLE BOX ☐ FINAL ☑ PARTIAL

4. PERIOD COVERED BY THIS REQUEST FROM: 06/07/2021 TO: 06/07/2021

5. PAYMENT REQUEST # 2

6. RECIPIENT ORGANIZATION		7. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT THAN ITEM 6)	
NAME	Hancock County Board of Super	NAME	Hancock County Board of Super
MAILING ADDRESS	854 Highway 90, Suite A	MAILING ADDRESS	854 Highway 90, Suite A
CITY, STATE & ZIP	Bay St. Louis, MS 39520	CITY, STATE & ZIP	Bay St. Louis, MS 39520

8. FUNDS REQUESTED **DESCRIPTION –** COPIES OF SUPPORTING DOCUMENTS MUST BE ATTACHED TO PAYMENT REQUEST TO PROCESS. LIST DESCRIPTION OF EACH DOCUMENT BELOW. LABEL SUPPORTING DOCUMENTS WITH CORRESPONDING DESCRIPTION LABEL.	TOTAL TIDELANDS TRUST FUND COST	ALL OTHER GRANTS COST	TOTAL COST OF THIS PAYMENT REQUEST
8.1 Survey and Design Engineering Services	$ 2,040.00	$	$ 2,040.00
8.2 Mulching of Wooded Debris-Disc Golf Course	$ 16,600.00	$	$ 16,600.00
8.3	$	$	$ 0.00
8.4	$	$	$ 0.00
8.5	$	$	$ 0.00
8.6	$	$	$ 0.00
9. TOTAL EXPENDITURES THIS PERIOD	$ 18,640.00	$ 0.00	$ 18,640.00
10. AMOUNT REQUESTED FOR PAYMENT	$ 18,640.00	$	$ 18,640.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DATA CONTAINED AND ATTACHED ON THIS FORM IS CORRECT AND THAT THIS REQUEST REPRESENTS THE AMOUNT DUE AND NOT PREVIOUSLY REQUESTED AND THAT ALL OUTLAYS ARE IN ACCORDANCE WITH THE TIDELANDS TRUST FUND.

	06/21/2021
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
Scotty Adam, Board President	228-467-0172
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

The DMR employees and officers make no representation or warranty, express or implied, or assume any liability or responsibility for the accuracy of the information provided herein by the Payee or any representation as to the completeness or suitability of the project for which reimbursement is being made.

Attachment: 20210621 - Tidelands' Payment Request 2 for FY20 McLeod Park RV Expansion (8342 : Approve Tidelands' Payment Request 2 for

Hancock County FY2020-P610-01
McLeod Park Campsite Expansion and Pier Construction
Payment Request #2

The county requests reimbursement of $18,640.00. Expenditures include $2040.00 for environmental engineering and permitting for the bulkhead and dock and the county payment of a Mulching service to help clear 10 acres of wooded debris for the location of the expanded disc golf course. See the attached expenditures and support documentation.

Expenditure Report for Payment Request #2

								$ 497,315.97
McLeod Park	FY2020-P610-01	McLeod Park RV Campsite Expansion and Pier Construction						
LINE ITEM	Invoice Date	Invoice No.	Vendor	Invoice Amount	Check Date	Check No.	Check Amount	Total Balance
Engineering	3/31/2021	221-076-002-1	CE	$ 880.00	5/3/2021	92855	$ 880.00	$ 496,435.97
County Purchase	3/23/2021	21001931	Keith Lee, Lindsey's Antiques	$ 4,400.00	5/3/2021	92927	$ 4,400.00	$ 492,915.97
Engineering	4/30/2021	221-076.002-2	CE	$ 2,040.00	6/7/2021	93276	$ 2,040.00	$ 495,275.97
Shear View Mulching, LLC	5/20/2021	1190	ShearView Mulching, LLC	$ 17,098.00	6/7/2021	93491	$ 16,600.00	$ 480,715.97

Mulched Area

Attachment: 20210621 - Tidelands' Payment Request 2 for FY20 McLeod Park RV Expansion (8342 : Approve Tidelands' Payment Request 2 for

8.1 Engineering Services

Attachment: 20210621 - Tidelands' Payment Request 2 for FY20 McLeod Park RV Expansion (8342 : Approve Tidelands' Payment Request 2 for

8.1 Engineering Services

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 221-076.002-2
Date 04/30/2021

Project **221-076.002 Provide Permitting for McLeod Park Bulkhead and Dock**

Period of Service: March 26 - April 29, 2021

Professional Fees

Environmental

	Hours	Rate	Billed Amount
Environmental Specialist	9.00	100.00	900.00
Senior Design Technician	8.00	90.00	720.00
Administrative Assistant	1.00	60.00	60.00

Secretary of State Lease Preparation

	Hours	Rate	Billed Amount
Senior Design Technician	4.00	90.00	360.00
Professional Fees subtotal	22.00		2,040.00

Invoice total 2,040.00

Invoice Summary

Description	Contract Amount	Total Billed	Remaining	Prior Billed	Total Billed	Current Billed
Environmental	3,000.00	2,560.00	440.00	880.00	2,560.00	1,680.00
Secretary of State Lease Preparation	1,500.00	360.00	1,140.00	0.00	360.00	360.00
Total	4,500.00	2,920.00	1,580.00	880.00	2,920.00	2,040.00

157-530-555

Attachment: 20210621 - Tidelands' Payment Request 2 for FY20 McLeod Park RV Expansion (8342 : Approve Tidelands' Payment Request 2 for

8.1 Engineering

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2245	COMPTON ENGINEERING, P. A.	93276	06/07/2021	$34,162.15

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
04/30/2021	220-076.006-13	ANNER NECAISE RD	$500.00
04/30/2021	219-034-12	BRIDGE ON SOUTH ST	$548.40
04/28/2021	221-010.006-1	TELEPAK EAST HANCOCK ELEMENTARY	$590.00
04/28/2021	221-010.008-1	TELEPAK 7044 STENNIS AIRPORT RD	$590.00
04/28/2021	221-010.005-1	TELEPAK CAREER TECH BLDG	$675.00
04/28/2021	221-010.007-1	TELEPAK PEARLINGTON PUBLIC LIBRARY	$675.00
04/28/2021	221-010.004-1	SOUTH HANCOCK	$675.00
04/30/2021	220-076.005-13	BAYOU MARONE	$720.00
04/30/2021	220-076.006-14	ANNER NECAISE RD	$720.00
04/30/2021	221-076.005-1	SOUTH GATE RD AT PORT BIENVILLE	$720.00
04/30/2021	212-033-26	state aid kiln-delisle bridge	$1,043.75
04/30/2021	220-076.008-7	REPAIRS TO ARENA	$2,000.00
04/30/2021	221-076.002-2	MCLEOD BULKHEAD AND DOCK	$2,040.00
04/30/2021	212-033-27	KILN-DELISLE BRIDGE	$2,160.00
04/30/2021	219-076.013-13	NORTH BEACH DRIANAGE	$2,635.00
04/30/2021	220-041.002-7	TS CRISTOBAL	$4,800.00
04/30/2021	219-044-22	MCLOED PARK EXPAND	$5,950.00
04/30/2021	221-076.001-2	BEACH RD ELEVATE TO SLILVER SLIPPER	$7,120.00

Check Date
06/07/2021

Vendor Number **2245**

VOID AFTER 90 DAYS FROM ISSUE DATE

*** Thirty-Four Thousand One Hundred And Sixty-Two Dollars And Fifteen Cents *** **$34,162.15**

Pay To The Order Of

2245
COMPTON ENGINEERING, P. A.
PO BOX 686
PASCAGOULA, MS 39568-0686

VOID

Timothy A. Kelley

Attachment: 20210621 - Tidelands' Payment Request 2 for FY20 McLeod Park RV Expansion (8342 : Approve Tidelands' Payment Request 2 for

8.2 Mulching Service

Attachment: 20210621 - Tidelands' Payment Request 2 for FY20 McLeod Park RV Expansion (8342 : Approve Tidelands' Payment Request 2 for

Shear View Mulching LLC
178 GRADY LEWIS
POPLARVILLE, MS 39470
(985) 637-8402
shearviewmulching@yahoo.com

Invoice

BILL TO
McLeod Park
8100 Texas Flat Rd
Kiln, MS 39556

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1190	05/20/2021	$17,098.00	06/19/2021	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Mulching 10.5 acre for future development	10.30	1,660.00	17,098.00

Thank You for Your Business and Have a Great Day!

BALANCE DUE **$17,098.00**

Attachment: 20210621 - Tidelands' Payment Request 2 for FY20 McLeod Park RV Expansion (8342 : Approve Tidelands' Payment Request 2 for

Hancock County MS

Board of Supervisors

Agenda Item (ID # 7718)

DATE: February 17, 2021

TO: Grant Administrator

FROM: Maureen Anderson — Kevin Ladner

Board Secretary

ADDL. DEPT: Parks and Recreation

ISSUE: *** Motion to approve low quote from Shear View Mulching in the amount of $16,600.00 for mulching up to 10 acres at McLeod Park for Disc Golf Course expansion, and spread both quotes on the Minutes. To be paid out of Tidelands Funds.

RESULT: APPROVED [UNANIMOUS]

MOVER: Kodie Koenenn, District 3

SECONDER: Darrin Bo Ladner, District 5

AYES: Ryan, Shaw, Koenenn, Adam, Ladner

ATTACHMENTS:

- Shear View Mulching_McCloud Park Project
- Stuart & Family Quote

Attachment: 20210621 - Tidelands' Payment Request 2 for FY20 McLeod Park RV Expansion (8342 : Approve Tidelands' Payment Request 2 for

Agreement of Work Contract

Name:	McCloud Park	Company:	Shear View Mulching LLC	Company:	
Address:	8100 Texas Flat Rd	Address:	178 Grady Lewis	Address:	
City, State:	Kiln MS	City, State:	Poplarville , MS 39470	City, State:	
Phone:	228-467-1894	Phone:	985-637-8402	Phone:	
Email:	kevin.ladner@co.hancock.ms.us	Email:	shearviewmulching@yhoo.com	Email:	

Description of Work to be Performed

Mulching of aprox 10 acres of natural wooded area for park recreational exspantion project

Shear View mulching will take all small trees and unwated vegitation down leaving a buffer along south and west lines that border roadways

Stumps will be taken down to as low of grade as practical and All mulch will be left in place .

Intreria dranage ditch will also be mulched along both sides to assist in the removal of unwanted invasive vegitation.

Shear View will perform said work for 1660.00 per acer

job cost $16,600.00

Signing Below makes this a binding agreement by both Parties for amount shown above .

Additional Notes

We are a licensed and insured mulching service that strives for complete customer satisfaction.

By signin gthis proposal below parties accept this proposal as binding agreement

I, _____, client representative do accept the above scope of work to be completed at the agreed rate and paid as stated above.

Signature:		Date:	

We , Shear View Mulching LLC, accept the scope of work to be performed in the above document.

Signature:		Signature:	
Date:		Date:	

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
9894	Shear View Mulching, LLC	93491	06/07/2021	$16,600.00

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
05/20/2021	1190	MULCHING	** $16,600.00

Check Date
06/07/2021

Vendor Number 9894

VOID AFTER 90 DAYS FROM ISSUE DATE

$16,600.00

*** Sixteen Thousand Six Hundred Dollars And Zero Cents ***

VOID

Pay To
The
Order Of

9894
Shear View Mulching, LLC
178 Grady Lewis Road
Poplarville, MS 39470-0000

Timothy A. Kelley

Attachment: 20210621 - Tidelands' Payment Request 2 for FY20 McLeod Park RV Expansion (8342 : Approve Tidelands' Payment Request 2 for

TTF-3

ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

PAYMENT REQUEST FOR THE MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

1. PROJECT NUMBERS	2. PROJECT TITLES	3. TYPE OF PAYMENT REQUEST	
FY21-P610-02	Bayou Caddy Marina Expansion	REIMBURSEMENT	"check" THE APPLICABLE BOX ☐ FINAL ☑ PARTIAL

4. PERIOD COVERED BY THIS REQUEST	5. PAYMENT REQUEST #
FROM: 06/21/2021 TO: 06/21/2021	1

6. RECIPIENT ORGANIZATION		7. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT THAN ITEM 6)	
NAME	Hancock County Board of Super	NAME	Hancock County Board of Super
MAILING ADDRESS	854 Highway 90, Suite A	MAILING ADDRESS	854 Highway 90, Suite A
CITY, STATE & ZIP	Bay St. Louis, MS 39520	CITY, STATE & ZIP	Bay St. Louis, MS 39520

8. FUNDS REQUESTED DESCRIPTION – COPIES OF SUPPORTING DOCUMENTS MUST BE ATTACHED TO PAYMENT REQUEST TO PROCESS. LIST DESCRIPTION OF EACH DOCUMENT BELOW. LABEL SUPPORTING DOCUMENTS WITH CORRESPONDING DESCRIPTION LABEL.	TOTAL TIDELANDS TRUST FUND COST	ALL OTHER GRANTS COST	TOTAL COST OF THIS PAYMENT REQUEST
8.1 Survey and Design Engineering Services	$ 5,500.00	$	$ 5,500.00
8.2	$	$	$ 0.00
8.3	$	$	$ 0.00
8.4	$	$	$ 0.00
8.5	$	$	$ 0.00
8.6	$	$	$ 0.00
9. TOTAL EXPENDITURES THIS PERIOD	$ 5,500.00	$ 0.00	$ 5,500.00
10. AMOUNT REQUESTED FOR PAYMENT	$ 5,500.00	$	$ 5,500.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DATA CONTAINED AND ATTACHED ON THIS FORM IS CORRECT AND THAT THIS REQUEST REPRESENTS THE AMOUNT DUE AND NOT PREVIOUSLY REQUESTED AND THAT ALL OUTLAYS ARE IN ACCORDANCE WITH THE TIDELANDS TRUST FUND.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	06/21/2021
Scotty Adam, Board President	228-467-0172
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

The DMR employees and officers make no representation or warranty, express or implied, or assume any liability or responsibility for the accuracy of the information provided herein by the Payee or any representation as to the completeness or suitability of the project for which reimbursement is being made.

Attachment: 20210621 - Tidelands' Payment Request 1 for FY21 Bayou Caddy Expansion and repairs. (8343 : Approve Tidelands' Payment

Hancock County FY2021-P610-02
Bayou Caddy Marina Improvements
Payment Request #1

The county requests reimbursement of $5,500.00 of expenditures for preliminary engineering and design to upgrade the marinas substandard conditions. The services rendered this period focused on survey of conditions and design in preparation to bid the project. See the attached expenditures and support documentation.

Expenditure Report for Payment Request #1

Bayou Caddy	FY2021-P610-02	Bayou Caddy Marina Expansion						$ 400,000.00
LINE ITEM	Invoice Date	Invoice No.	Vendor	Invoice Amount	Check Date	Check No.	Check Amount	Total Balance
Engineering	4/30/2021	221-076.004-1	CE	$ 4,250.00	6/21/2021		$ 4,250.00	$ 395,750.00
	5/31/2021	221-076.004-2	CE	$ 1,250.00	6/21/2021		$ 1,250.00	$ 394,500.00

Attachment: 20210621 - Tidelands' Payment Request 1 for FY21 Bayou Caddy Expansion and repairs. (8343 : Approve Tidelands' Payment

8.1 Engineering Services

The cancelled check will be inserted upon receipt from bank.

Attachment: 20210621 - Tidelands' Payment Request 1 for FY21 Bayou Caddy Expansion and repairs. (8343 : Approve Tidelands' Payment

8.1 Engieering Services

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 221-076.004-1
Date 04/30/2021

Project 221-076.004 BAYOU CADDY MARINA

Period of Service: April 1 - 29, 2021

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,000.00	100.00	0.00	3,000.00	3,000.00
Design	25,000.00	5.00	0.00	1,250.00	1,250.00
Construction Phase	18,500.00	0.00	0.00	0.00	0.00
Testing	2,500.00	0.00	0.00	0.00	0.00
Secretary of State Lease Prep/Environmental (if required)	5,000.00	0.00	0.00	0.00	0.00
Total	54,000.00	7.87	0.00	4,250.00	4,250.00

Invoice total 4,250.00

157 333

Attachment: 20210621 - Tidelands' Payment Request 1 for FY21 Bayou Caddy Expansion and repairs. (8343 : Approve Tidelands' Payment

8.1 Engineering Services

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 221-076.004-2
Date 05/31/2021

Project 221-076.004 BAYOU CADDY MARINA

Period of Service: April 30 - May 27, 2021

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Survey	3,000.00	100.00	3,000.00	3,000.00	0.00
Design	25,000.00	10.00	1,250.00	2,500.00	1,250.00
Construction Phase	18,500.00	0.00	0.00	0.00	0.00
Testing	2,500.00	0.00	0.00	0.00	0.00
Secretary of State Lease Prep/Environmental (If required)	5,000.00	0.00	0.00	0.00	0.00
Total	54,000.00	10.19	4,250.00	5,500.00	1,250.00

Invoice total 1,250.00

157-333

Attachment: 20210621 - Tidelands' Payment Request 1 for FY21 Bayou Caddy Expansion and repairs. (8343 : Approve Tidelands' Payment

Mr. Adam's,

I would like to take a moment to say that I appreciate the opportunity to work in the dispatch field. My time at dispatch has been challenging, yet rewarding.

I am saddened to say, I will be resigning from my position effective June 12, 2021. I have tried to overcome many obstacles in this position for sometime now, however, there is so much negativity that comes with this position (shift).

If I may take just a moment to say the drama that comes with this job from adults, makes it nearly impossible to grow and be the best at this position. It is nearly impossible for someone that may struggle at this job to ever get better because of the negative comments being made, the mockery, the ridicule, almost a type of bullying. Instead of being encouraged, and uplifted to do a better job, I was repeatedly put down on and in some cases made fun of. It is never ok to humiliate another individual when they are trying their best to improve. On several incidents, I was told I was just not cut out for this job, or others would take a call away from me without even giving me a chance to try and get better. These workers would call officers to let them know I would be working, giving them a heads up. I was mocked and made fun of due to my spelling issues with some of the street names. There is so much that goes on behind those doors and many will never know.

I tried to give things time to improve, yet they have only gotten worse. You either fit in with their click, or your treatment from them reflects this. This job has began to take a toll on my life at home, my health and me mental well being. I do not want to be made to feel like a failure, and this was happening on my shift. I pray that things get better for dispatch, because no one deserves to be treated this way.

Again, I appreciate the opportunity to work at Dispatch, I wish you all the best.

Sincerely,

Shantale Bellew

Shantale Bellew
-228-234-8283

Attachment: resignation Shantale Cuevas Bellew (8295 : Shantale Cuevas Bellew Resignation from dispatch)

Reference: 061K00002C
Msg ID : 061K00002C
Msg Key : AM
Date/Time: 20210611101942
Ent Agy :
Requester:
User :
ORI : MS0240200
Source : USER
Dest : MD8AL
Control : MRI7348712
Summary : AM: MD8AL

TXT: ****DISPATCH TRAINING ANNOUNCEMENT****

NECI BASIC DISPATCHER CERTIFICATION TRAINING
INSTRUCTOR: TIFFANY POWER (GULFPORT POLICE DEPT)
LOCATION: 10298 EXPRESS DR. GULFPORT, MS 39503
DATES: JULY 19-23, 2021
COST: $395
TIME: 8 AM - 5 PM

THIS IS AN NECI CLASS FOR ANY DISPATCHER WHO NEEDS THEIR INITIAL CERTIFICATION AND IS APPROVED BY THE MISSISSIPPI BOARD OF STANDARDS AND TRAINING. PLEASE SEEK
PRE-APPROVAL IF YOU ARE FURTHER THAN 150 MILES FROM THE TRAINING LOCATION.

TOPICS COVERED IN THIS CLASS:
-ETHICS IN 911
-LEGAL ISSUES IN 911
-ROLES AND RESPONSIBILITIES OF THE 911 OFFICER
-OVERVIEW OF LAW ENFORCEMENT
-OVERVIEW OF FIRE SERVICES
-OVERVIEW OF EMERGENCY MEDICAL SERVICES
-STRESS MANAGEMENT IN 911
-INTERPERSONAL COMMUNICATIONS
-EMERGENCY COMMUNICATIONS TECHNOLOGIES
-FCC RULES AND REGULATIONS
-CALL PROCESSING TECHNIQUES
-AMERICANS WITH DISABILITIES ACT
-CALL CLASSIFICATION AND RESPONSE
-RADIO BROADCAST TECHNIQUES
-SPECIAL INCIDENTS

FOR MORE INFORMATION OR TO REGISTER, PLEASE CONTACT TIFFANY POWER @ (228)383-4894 OR EMAIL HAPPYGEAUXLUCKY@GMAIL.COM

MRI 7348712 38160 12 AT 10:19:42 06/11/21

Brittany Castiglia
tuition $395

Attachment: Brittany Dispatch Training (8296 : Brittany Castiglia Dispatch Training)

AXON

Hancock County Sheriff's - MS

AXON SALES REPRESENTATIVE
Ted Megremis

tmegremis@axon.com

ISSUED
5/28/2021

Q-301353-44344.671TM
1

Attachment: 0093_001 (8301 : Approve purchase of tasers for Sheriff's Dept.)

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-301353-44344.671TM

Issued: 05/28/2021

Quote Expiration: 06/30/2021

Account Number: 106849

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Chris Wallace
Hancock County Sheriff's - MS
8450 Hwy 90
Bay Saint Louis, MS 39520
US

BILL TO
Chris Wallace
2108 Rookery Lane
Charleston, SC 29414
US

SALES REPRESENTATIVE
Ted Megremis
Phone:
Email: tmegremis@axon.com
Fax:

PRIMARY CONTACT
Chris Wallace
Phone: (843) 864-9460
Email: cjwallace@comcast.net

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	35	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	35	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	38.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		30	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		5	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		105	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		105	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		35	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		35	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		35	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		35	0.00	0.00	0.00

Attachment: 0093_001 (8301 : Approve purchase of tasers for Sheriff's Dept.)

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		70	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		70	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		70	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		70	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		42	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		42	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
Other						
20430	TASER 7 CERTIFICATION BUNDLE HEADER	60	35	0.00	0.00	0.00
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	60	35	3,450.00	3,277.50	114,712.50
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUC	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00

Attachment: 0093_001 (8301 : Approve purchase of tasers for Sheriff's Dept.)

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services						
44729	BASIC INSTRUCTOR SCHOOL		1	375.00	0.00	0.00
75010	MASTER INSTRUCTOR SCHOOL		1	1,495.00	0.00	0.00
					Subtotal	114,712.50
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	114,712.50

Spare

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		1	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		70	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		70	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	38.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		70	0.00	0.00	0.00

Attachment: 0093_001 (8301 : Approve purchase of tasers for Sheriff's Dept.)

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		70	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		70	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		70	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		70	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		70	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		70	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		70	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Grand Total	114,712.50

Attachment: 0093_001 (8301 : Approve purchase of tasers for Sheriff's Dept.)

AXON

Discounts (USD)

Quote Expiration: 06/30/2021

List Amount	124,140.00
Discounts	9,427.50
Total	**114,712.50**

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	114,712.50
Spare	0.00
Year 2	0.00
Year 3	0.00
Year 4	0.00
Year 5	0.00
Grand Total	**114,712.50**

Attachment: 0093_001 (8301 : Approve purchase of tasers for Sheriff's Dept.)

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) **and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience** (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Ted Megremis at tmegremis@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Attachment: 0093_001 (8301 : Approve purchase of tasers for Sheriff's Dept.)

Axon Internal Use Only		
		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

AXON

12/31/2021

To: **United States state, local and municipal law enforcement agencies**

Re: **Sole Source Letter for Axon Enterprise, Inc.'s Product Packages**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only available for purchase from Axon Enterprise. Axon is also the sole distributor of all Axon product packages in the United States of America.

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P conducted energy weapon (CEW), Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7**: Includes a TASER 7 conducted electrical weapon (CEW), Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 conducted energy weapon (CEW), Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for CEW program management, annual training cartridges, unlimited duty cartridges and online training content.
5. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 60:** Pays for X2 and X26P CEWs and Spare Products in installments over 5 years.
8. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
9. **TASER 60 Unlimited:** Pays for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Attachment: 0093_001 (8301 : Approve purchase of tasers for Sheriff's Dept.)

AXON

AXON.COM

Sincerely,

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

The "Axon + Delta Logo," Axon, Axon Aware, Axon Citizen, TASER CAM, X2, X26P, TASER, and TASER 7, are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2019 Axon Enterprise, Inc.

Attachment: 0093_001 (8301 : Approve purchase of tasers for Sheriff's Dept.)

Regular Meeting of the Hancock County Planning Commission held on June 3, 2021

Those Present: R. Ladner, Koenig and Farve
Gary Yarborough County Attorney

Also Present: Anthony Cuevas, Director of Planning & Zoning

Minutes of the Previous Meeting: The minutes of the May 20, 2021 regular meeting were unanimously adopted on the motion of Commissioner Farve with Commissioner Koenig abstaining due to being absent.

Michael Hudson-Special Exception & Site Plan -Public Hearing

The Commission considered the application of Michael Hudson requesting approval and Site Plan Review to expand an existing R.V. Park to approximately 130 sites, with new amenities and beautification projects. The property is located at 6130 Bayou LaCroix Rd. Bay St. Louis, MS 39520. The parcel numbers for the property are 134F-0-18-004.000 and 134L-0-19-002.000. The property is currently zoned A-1 General Agricultural.

Mr. Hudson was present for the meeting and explained to the Commission that he would like to improve the current R.V. Park by adding new sites as proposed on the site plan, connecting to the water system from Hancock Water & Sewer, landscape across the front with a gated entrance and construct a club house that would include an office bathroom and shower facility.

George Waltman was present at the meeting and was against the proposed project stating that there has never been a good R.V. Park at that location.

Mr. Waltman was the only individual from the public to speak for or against the application.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Koenig to table the application to make additional corrections to the Site Plan showing setbacks, illumination and width of driveway.

Terese Wyly-Site Plan Review

The Commission considered the application of Terese Wyly requesting a Site Plan Review for an Agritourism Business to include but not limited to nature walking trails, U-pick operations, social events/banquets, photo shoots, farming/flowering workshops. The property is located at 11095 Road 514 Kiln, MS 39556. The parcel number for the property is 062 -0-09-004.000. The property is currently zoned A-1 General Agricultural.

Mrs. Wyly was present at the meeting and explained to the Commission the various activities that she would like to do on her property. Mrs. Wyly also stated that she owns approximately close to 500 acres of property contiguously connected together.

Attachment: 20210618075932 (8332 : June 3, 2021 P&Z Minutes)

After discussion on the matter it was unanimously adopted on the motion of Commissioner R. Ladner to recommend approval of the Agritourism Business contingent on Mrs. Wyly providing details showing the various locations of the activities she explained.

Mike Felter agent for Jordan River Resort Yacht Club-Interpretation of Zoning Ordinance.

The Commission considered the application of Mike Felter agent for the Jordan River Resort Yacht Club requesting a 1-year extension of Phase 1 plat approval of the Jordan River Resort Yacht Club. The property is located at 5200 Nicola Rd. Kiln, MS 39556. The property is located on several parcels of property being 069 -0-39-009.001, 069 -0-32-002.001, 069 -0-29-003.002 and 068 -0-33-002.001. The property is currently zoned A-1 General Agricultural.

Donovan Scruggs spoke on behalf of Mike Felter and explained to the Commission that the Covid crisis has presented a challenge for the project moving forward due to the closing of various Government Agencies that are required for the wetlands issue. Mr. Scruggs informed the Commission that the process should hopefully be resolved with the wetland issues in the next six months.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Farve to recommend approval of the request of a 1-year extension.

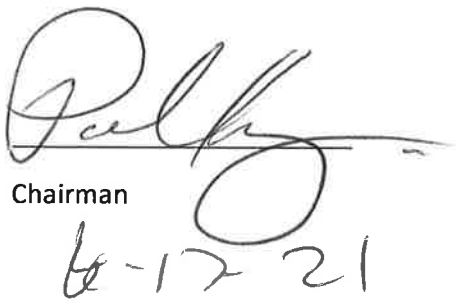
Pastor John Vaughn-Site Plan Review

The Commission considered the application of Pastor John Vaughn requesting a Site Plan Review on the installation of a modular building to be used for a Church. The property is located at 7540 Lakeshore Rd. Bay St. Louis, MS 39520. The parcel number for the property is 171 -0-12-003.000. The property is currently zoned A-1 General Agricultural.

Pastor Vaughn was present at the meeting and explained to the Commission that he would like to locate a modular building on the property to be used for a Church.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Farve to recommend the Site Plan Review for the Modular Building to be used as a Church.

Meeting Adjourned at 6:02 p.m.



Chairman

6-17-21

Attachment: 20210618075932 (8332 : June 3, 2021 P&Z Minutes)

HANCOCK COUNTY
BUILDING & ZONING
854 HIGHWAY 90 SUITE A

P-228-467-4157
F-228-466-4744

BUILDING PERMIT

ISSUE DATE 9/29/2020
EXPIRATION DATE 3/29/2021
PERMIT NUMBER 002020037

ISSUED TO: JERSECAT, INC

PROPERTY INFORMATION:
PARCEL: 061 -0-01-017.012
19195 SUE'S RD
KILN MS 39556

FLOOD ZONES: X
OCC/LOC TYPE: RESIDENTIAL
ZONING: A-1
SUBDIVISION:
MH REG NO:

PROPERTY OWNER:
POULTON INVESTMENTS
894 KALALAU ST
DIAMONDHEAD MS 39525
Phone 228-493-4500

CONTRACTOR:
POULTON,STEVEN
894 KALALAU ST
DIAMONDHEAD MS 39525
License No 05497

CLASS OF WORK:	NEW	ADDITION	ALTERATION	REPAIR	MOVE	REMOVE
	X					

WORK DESCRIPTION
CONSTRUCT 2654 SQ FT SINGLE FAMILY HOME

LEGAL DESC
PT SW 1/4-SE 1/4 1-7-14

APPROVED BY: GBOUCHIE
APPROVAL DATE: 9/29/2020

GBouchie 9/29/2020
SIGNATURE OF OFFICIAL DATE

Heated Area	Non-Heated
1763	891

Valuation of Work: $	185651.27
Permit Fee: $	768.00
Paid: $	768.00
Due: $	

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAI LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Brittany Poulton
SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT (DATE)

SIGNATURE OF OWNER (IF OWNER BUILDER) (DATE)

HANCOCK COUNTY, MS BUILDING & ZONING

Attachment: 20210616163148 (8333 : Building Permit Refund)

HANCOCK BUILDING DEPARTMENT
854 HIGHWAY 90 SUITE A
BAY ST. LOUIS, MS 39520

PHONE: 228-467-4157 FAX: 228-466-4744

RECEIPT NUMBER 45785

RECEIPT DATE 9/29/2020

PAID BY CHECK RECEIPT PERMIT NUMBER 202003'

PROJECT:
19195 SUE'S RD
KILN MS 39556
PARCEL: 061 -0-01-017.012 PPIN:

TYPE: BUILDING
ISSUED: 9/29/2020
EXPIRES: 03/29/2021

PROPERTY OWNER:
POULTON INVESTMENTS
894 KALALAU ST
DIAMONDHEAD MS 39525
PHONE 228-493-4500

PAYOR: JERSECAT, INC

FEE TYPE	BALANCE	PAID	DUE
BUILDING $100K - $500K	$0.00	$768.00	$0.00

CLERK: GERI BOUCHIE

CUSTOMER: _____

Attachment: 20210616163148 (8333 : Building Permit Refund)

BPMPER01 **BPDATAM5** VIEW RECEIPT BPWP
VIEW **Receipt Number 45783**

Permit No. 20200378 Issued 00/00/0000 Expires 00/00/0000
Owner POULTON INVESTMENTS Balance $

Receipt Date	Clerk ID	Paid By (CA-Cash, CK-Check, MO)	Amount Paid
9 / 29 / 2020	**GBOUCHIE**	**CK Ck No. 1164**	**768.00**

Payor JERSECAT, INC

Added Date: 9 29 2020 Voided:
By:
Reason:

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PRESS ENTER TO CONTINUE F9-VOID RECEIPT

Attachment: 20210616163148 (8333 : Building Permit Refund)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
3784	ADMINISTRATIVE OFFICE	0001		INV	06/21/2021	MAY, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001160 5411		CHANC CT	REP		9,709.67			
	2 001161 5418		CIRC CT	COURT REPO		6,690.94			
	3 001161 5414		CIRC CT	CT ADM FEE		2,479.52			
	4 001161 5550		CIRC CT	LEGAL FEES		348.99			
							19,229.12		
						CHECK TOTAL	**19,229.12**		
4449	AT & T	0000		INV	06/21/2021	JUNE, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5502		EMER 911	TELEPHONE		1,052.55			
							1,052.55		
						CHECK TOTAL	**1,052.55**		
4449	AT & T	0000		INV	06/21/2021	JUNE, 2021*			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5544		EMER 911	MNT AG		4,052.00			
							4,052.00		
						CHECK TOTAL	**4,052.00**		
4449	AT & T	0000		INV	06/21/2021	JUNE, 2021**			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5502		SHERIFF	TELEPHONE		204.00			
							204.00		
						CHECK TOTAL	**204.00**		
7618	AT&T	0000		INV	06/21/2021	1273844733			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5502		BLDS/GRNDS	TELEPHONE		58.25			
							58.25		
						CHECK TOTAL	**58.25**		
7867	AT&T	0000		INV	06/21/2021	5905742608			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001631 5504		CNTY AGENT	INTERNET		125.00			
							125.00		
						CHECK TOTAL	**125.00**		

Attachment: check run 06212021 (8340 : Docket for June 21, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7867	AT&T	0000		INV	06/21/2021	0882192603			

ACCOUNT DETAIL					LINE AMOUNT
1	001151	5502	BLDS/GRNDS	TELEPHONE	414.72
					414.72
				CHECK TOTAL	**414.72**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7867	AT&T	0000		INV	06/21/2021	0865192604			

ACCOUNT DETAIL					LINE AMOUNT
1	097110	5502	EMER 911	TELEPHONE	222.66
					222.66
				CHECK TOTAL	**222.66**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7867	AT&T	0000		INV	06/21/2021	7985722600			

ACCOUNT DETAIL					LINE AMOUNT
1	001151	5502	BLDS/GRNDS	TELEPHONE	432.07
2	001200	5502	SHERIFF	TELEPHONE	432.06
					864.13
				CHECK TOTAL	**864.13**

Attachment: check run 06212021 (8340 : Docket for June 21, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9790	AT&T	0001		INV	06/21/2021	JUNE, 2021			

ACCOUNT DETAIL					LINE AMOUNT
1	001151	5502	BLDS/GRNDS	TELEPHONE	62.70
2	001101	5502	CHANC CLK	TELEPHONE	13.15
3	001151	5502	BLDS/GRNDS	TELEPHONE	40.75
4	001167	5502	CORONER	TELEPHONE	13.15
5	001151	5502	BLDS/GRNDS	TELEPHONE	42.14
6	001151	5502	BLDS/GRNDS	TELEPHONE	84.28
7	001630	5502	SOIL CONS	TELEPHONE	79.95
8	001400	5502	HEALTH	TELEPHONE	80.14
9	001151	5502	BLDS/GRNDS	TELEPHONE	15.82
10	001200	5502	SHERIFF	TELEPHONE	200.00
11	001151	5502	BLDS/GRNDS	TELEPHONE	13.15
12	001151	5502	BLDS/GRNDS	TELEPHONE	95.85
13	001260	5502	EMA	TELEPHONE	71.96
14	001630	5502	SOIL CONS	TELEPHONE	96.46
15	001151	5502	BLDS/GRNDS	TELEPHONE	2.50
16	001151	5502	BLDS/GRNDS	TELEPHONE	361.85
17	001200	5502	SHERIFF	TELEPHONE	40.41
18	001105	5502	TAX/COL	TELEPHONE	148.44
19	001163	5502	YOUTH CT	TELEPHONE	25.60
20	001105	5502	TAX/COL	TELEPHONE	3.00
21	001151	5502	BLDS/GRNDS	TELEPHONE	114.86
22	001151	5502	BLDS/GRNDS	TELEPHONE	36.86
23	001151	5502	BLDS/GRNDS	TELEPHONE	39.45
24	001168	5502	DA OFFICE	TELEPHONE	13.15
25	001151	5502	BLDS/GRNDS	TELEPHONE	13.15
26	001168	5504	DA OFFICE	INTERNET	68.44
27	001102	5504	CIRC CLK	INTERNET	68.44
					1,845.65
				CHECK TOTAL	**1,845.65**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9790	AT&T Pro - Cabs	0002		INV	06/21/2021	MAY, 2021**			

ACCOUNT DETAIL					LINE AMOUNT
1	097110	5502	EMER 911	TELEPHONE	2,015.00
2	001214	5502	REC MGMT	TELEPHONE	2,743.00
3	001220	5544	IMP EXP	MNT AG	2,585.00
					7,343.00
				CHECK TOTAL	**7,343.00**

Attachment: check run 06212021 (8340 : Docket for June 21, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9600	BXS INSURANCE	0000		INV	06/21/2021	362977			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5570		BLDS/GRNDS	INSURANCE			57,327.75		
							57,327.75		
						CHECK TOTAL	**57,327.75**		
2425	C SPIRE WIRELESS	0000		INV	06/21/2021	3000129993 May 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 096153 5502		MAPPING	TELEPHONE			285.50		
							285.50		
						CHECK TOTAL	**285.50**		
2425	C SPIRE WIRELESS	0001		INV	06/21/2021	1642203			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5504		MCLEOD PK	INTERNET			511.27		
	2 001151 5504		BLDS/GRNDS	INTERNET			142.59		
	3 001411 5504		ANIM SHLT	INTERNET			312.27		
							966.13		
						CHECK TOTAL	**966.13**		
8181	CENTURYLINK	0000		INV	06/21/2021	MAY, 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5502		BLDS/GRNDS	TELEPHONE			2,179.69		
	2 001200 5502		SHERIFF	TELEPHONE			2,179.68		
							4,359.37		
						CHECK TOTAL	**4,359.37**		
299	COAST ELECTRIC POWER	0000		INV	06/21/2021	15070-068 May 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			1,517.31		
							1,517.31		
						CHECK TOTAL	**1,517.31**		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	15070-053 MAY, 21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5510		IMP EXP	HEAT LIGHT			36.19		
							36.19		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	504420-038 MAY, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5510		ANIM SHLT	HEAT LIGHT		518.46			
							518.46		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	116043-007 MAY1			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		14.51			
							14.51		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	116043-008 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		28.96			
							28.96		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	116043-009 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		61.83			
							61.83		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	116043-010 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		154.24			
							154.24		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	116043-011 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		58.91			
							58.91		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	15070-064 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		52.18			
							52.18		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	15070-041 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		381.11			
							381.11		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	15070-056 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		43.27			
							43.27		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	3000821-011 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			224.16		
							224.16		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	504420-033 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			664.24		
							664.24		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	504420-027 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			35.67		
							35.67		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	15070-028 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			139.25		
							139.25		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	100315-001 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			1,029.12		
							1,029.12		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	100314-001 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			609.21		
							609.21		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	96022-001 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			68.72		
							68.72		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	80846-001 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			35.11		
							35.11		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	61441-001 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			343.75		
							343.75		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	11417-001 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK HEAT LIGHT				380.42		
							380.42		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	112589-001 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION HEAT LIGHT				22.93		
							22.93		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	69198-001 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION HEAT LIGHT				92.37		
							92.37		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	3000821-004 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION HEAT LIGHT				93.81		
							93.81		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	3000821-015 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION HEAT LIGHT				603.82		
							603.82		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	116043-005 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION HEAT LIGHT				130.50		
							130.50		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	116043-004 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION HEAT LIGHT				124.62		
							124.62		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	116043-003 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION HEAT LIGHT				35.13		
							35.13		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	15070-052 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION HEAT LIGHT				12.75		
							12.75		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	15070-055 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			25.33		
							25.33		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	504420-026 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			230.18		
							230.18		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	504420-017 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			423.14		
							423.14		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	15070-050 May 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			230.42		
							230.42		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	116043-001 May 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			57.20		
							57.20		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	77472-001 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5510		ARENA	HEAT LIGHT			50.32		
							50.32		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	78496-004 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5510		ARENA	HEAT LIGHT			41.42		
							41.42		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	78496-003 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5510		ARENA	HEAT LIGHT			41.60		
							41.60		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	78496-002 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5510		ARENA	HEAT LIGHT			41.50		
							41.50		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	99774-001MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		38.13			
							38.13		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	15070-027 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		14.65			
							14.65		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	100314-002 May 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		377.61			
							377.61		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	504420-003 May 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		172.27			
							172.27		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	504420-007 May 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		227.51			
							227.51		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	504420-009 May 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		453.07			
							453.07		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	504420-010 May 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		444.67			
							444.67		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	504420-018 May 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		491.03			
							491.03		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	504420-019 May 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		336.78			
							336.78		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	504420-020 May 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			532.46		
							532.46		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	504420-023 May 2021			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			473.34		
							473.34		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	504420-015 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			40.74		
							40.74		
299	COAST ELECTRIC POWER	0001		INV	06/21/2021	504420-005 MAY21			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			42.30		
							42.30		
						CHECK TOTAL	**10,780.91**		
6241	DELL MARKETING L.P.	0001	21001844	INV	06/21/2021	10481432540			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 024125 5919		INFO TECH	F&E<5000			4,865.00		
							4,865.00		
						CHECK TOTAL	**4,865.00**		
7975	DIRECT TV	0000		INV	06/21/2021	082688902X210531			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001260 5513		EMA	CABLE TELE			174.24		
							174.24		
						CHECK TOTAL	**174.24**		
4728	FEDEX	0001		INV	06/21/2021	7-384-72307			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 096153 5501		MAPPING	POSTAGE AN			16.71		
							16.71		
						CHECK TOTAL	**16.71**		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4242	FLEETCOR TECHNOLOGIES	0000		INV	06/21/2021	NP60212364			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5671		SHERIFF	GASOLINE		5,964.06			
	2 001163 5671		YOUTH CT	GASOLINE		51.84			
	3 001205 5671		PAT NASA	GASOLINE		505.24			
							6,521.14		
						CHECK TOTAL	**6,521.14**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	06/21/2021	NP60212602			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5671		INFO TECH	GASOLINE		225.20			
							225.20		
						CHECK TOTAL	**225.20**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	06/21/2021	NP60212488			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5671		MAPPING	GASOLINE		240.06			
							240.06		
						CHECK TOTAL	**240.06**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	06/21/2021	NP60240890			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5671		MAPPING	GASOLINE		179.95			
							179.95		
						CHECK TOTAL	**179.95**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	06/21/2021	NP60241006			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001101 5671		CHANC CLK	GASOLINE		41.81			
	2 001675 5671		BLDG DEPT	GASOLINE		104.12			
							145.93		
						CHECK TOTAL	**145.93**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	06/21/2021	NP60240766			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001205 5671		PAT NASA	GASOLINE		495.65			
	2 001200 5671		SHERIFF	GASOLINE		6,705.29			
							7,200.94		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**7,200.94**		
9478	INDUSTRIAL WELDING SU	0001		INV	06/21/2021	36293213			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5699		RD MNT	OTH CNS		158.30			
							158.30		
						CHECK TOTAL	**158.30**		
9848	Language Line Service	0001		INV	06/21/2021	10250757			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5502		EMER 911	TELEPHONE		49.70			
							49.70		
						CHECK TOTAL	**49.70**		
9678	MEDICAL WASTE MANAGEM	0001		INV	06/21/2021	78505			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001222 5596		INM MED	WASTE SERV		45.00			
							45.00		
						CHECK TOTAL	**45.00**		
99998	BSL POSTMASTER	0000		INV	06/21/2021	TAX ASSESSOR 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5501		MAPPING	POSTAGE AN		150.00			
							150.00		
						CHECK TOTAL	**150.00**		
99998	HANCOCK COUNTY RENTAL	0000		INV	06/21/2021	MAY22-JUNE25,2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001000 4332		REVENUE	RENT		2,250.00			
							2,250.00		
						CHECK TOTAL	**2,250.00**		
99998	POSTMASTER	0000		INV	06/21/2021	STAMPS FOR SHERIFF O			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5501		SHERIFF	POSTAGE AN		1,100.00			
							1,100.00		
						CHECK TOTAL	**1,100.00**		

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PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
99998	POSTMASTER	0000		INV	06/21/2021	EMA STAMPS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001260 5501		EMA	POSTAGE AN		99.00			
							99.00		
						CHECK TOTAL	**99.00**		
1167	MISSISSIPPI POWER COM	0000		INV	06/21/2021	MAY, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		1,009.36			
	2 001151 5510		BLDS/GRNDS	HEAT LIGHT		3,820.76			
							4,830.12		
						CHECK TOTAL	**4,830.12**		
9899	Mississippi Valuation	0000		INV	06/21/2021	MS01-21-1541			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 160301 5556		BRIDGE CON	PROF FEES		2,575.00			
							2,575.00		
						CHECK TOTAL	**2,575.00**		
7201	MOBILE MONITORING FLE	0000		INV	06/21/2021	2481557			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5599		IMP EXP	OTHER CONT		150.00			
							150.00		
7201	MOBILE MONITORING FLE	0000		INV	06/21/2021	2482326			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5599		MAPPING	OTHER CONT		120.00			
							120.00		
						CHECK TOTAL	**270.00**		
6475	MS DEPT OF PUBLIC SAF	0000		INV	06/21/2021	90104533			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5562		SHERIFF	EVIDENCE		180.00			
							180.00		
						CHECK TOTAL	**180.00**		
6475	MS DEPT OF PUBLIC SAF	0000		INV	06/21/2021	MAY, 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001000 4230		REVENUE	JC FINES		3,302.50			

Attachment: check run 06212021 (8340 : Docket for June 21, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							3,302.50		
						CHECK TOTAL	**3,302.50**		
9612	MS DEPT OF REVENUE	0000		INV	06/21/2021	6 RENEWALS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5669		SHERIFF	LIC TAGS		88.50			
							88.50		
						CHECK TOTAL	**88.50**		
8825	NI GOVERNMENT SERVICE	0002		INV	06/21/2021	21052996541			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001260 5502		EMA	TELEPHONE		48.36			
							48.36		
						CHECK TOTAL	**48.36**		
5556	PEARL RIVER CENTRAL W	0000		INV	06/21/2021	310510 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		17.00			
							17.00		
5556	PEARL RIVER CENTRAL W	0000		INV	06/21/2021	310500 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		17.00			
							17.00		
						CHECK TOTAL	**34.00**		
9781	Quadient Finance USA,	0000		INV	06/21/2021	may,2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5501		MAPPING	POSTAGE AN		2,059.79			
							2,059.79		
						CHECK TOTAL	**2,059.79**		
9825	Quadient Leasing USA,	0000		INV	06/21/2021	N8892590			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5533		MAPPING	RENT-OFF		246.03			
							246.03		
						CHECK TOTAL	**246.03**		

Attachment: check run 06212021 (8340 : Docket for June 21, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8401	QUEST DIAGNOSTICS CLI	0000		INV	06/21/2021	9193237682			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5552		IMP EXP	MED FEES		4.28			
							4.28		
						CHECK TOTAL	**4.28**		
9894	Shear View Mulching,	0000		INV	06/21/2021	1190*			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 157530 5922		MCLEOD	OTH>5000		498.00			
							498.00		
						CHECK TOTAL	**498.00**		
8180	SOUTHERN LIGHT, LLC	0001		INV	06/21/2021	224352			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5504		INFO TECH	INTERNET		4,800.00			
							4,800.00		
						CHECK TOTAL	**4,800.00**		
8031	STANDARD DEDEAUX WATE	0000		INV	06/21/2021	090005925 may21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		25.00			
							25.00		
8031	STANDARD DEDEAUX WATE	0000		INV	06/21/2021	090001135 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
8031	STANDARD DEDEAUX WATE	0000		INV	06/21/2021	080014380MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
8031	STANDARD DEDEAUX WATE	0000		INV	06/21/2021	080012230 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
						CHECK TOTAL	**100.00**		

Attachment: check run 06212021 (8340 : Docket for June 21, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9653	STENOGRAPH, LLC	0001		INV	06/21/2021	CONTRACT# MQ119841			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001163 5544		YOUTH CT	MNT AG		309.00			
							309.00		
9653	STENOGRAPH, LLC	0001		INV	06/21/2021	CONT# SQ163539			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001163 5544		YOUTH CT	MNT AG		689.00			
							689.00		
9653	STENOGRAPH, LLC	0001		INV	06/21/2021	CONT# CQ026688			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001163 5544		YOUTH CT	MNT AG		210.00			
							210.00		
						CHECK TOTAL	**1,208.00**		
4646	TEC	0000		INV	06/21/2021	1023391			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5502		EMER 911	TELEPHONE		138.01			
	2 001105 5502		TAX/COL	TELEPHONE		5.64			
	3 001102 5502		CIRC CLK	TELEPHONE		20.05			
	4 001151 5502		BLDS/GRNDS	TELEPHONE		9.08			
							172.78		
						CHECK TOTAL	**172.78**		
8364	THOMSON REUTERS-WEST	0000		INV	06/21/2021	844450632			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5502		SHERIFF	TELEPHONE		1,495.80			
							1,495.80		
						CHECK TOTAL	**1,495.80**		
9281	UTILITY SERVICES, LLC	0000		INV	06/21/2021	070024001 MAY21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		36.00			
							36.00		
						CHECK TOTAL	**36.00**		
9439	CELICO PARTNERSHIP	0001		INV	06/21/2021	9880569952			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5502		SHERIFF	TELEPHONE		320.88			

Attachment: check run 06212021 (8340 : Docket for June 21, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							320.88		
9439	CELICO PARTNERSHIP	0001		INV	06/21/2021	9880569953			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5504		INFO TECH	INTERNET		120.03			
							120.03		
						CHECK TOTAL	**440.91**		
9716	VISA	0001		INV	06/21/2021	MAY, 2021*			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001105 5571		TAX/COL	DUES AND S		100.00			
	2 001125 5544		INFO TECH	MNT AG		79.99			
							179.99		
						CHECK TOTAL	**179.99**		
110	**INVOICES**					**WARRANT TOTAL**	**156,639.28**	**156,639.28**	
						CASH ACCOUNT BALANCE		**43,263,359.94**	

Attachment: check run 06212021 (8340 : Docket for June 21, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Preliminary Check Run Summary

CHECK RUN: 06212021 06/17/2021
DUE DATE: 06/17/2021

FUND	ORG		ACCOUNT		AMOUNT	AVLB BUDGET
001	001000	GENERAL FUND REV	001-00-000-00-001-4230-	JUSTICE COURT FINES	3,302.50	0.00
001	001000	GENERAL FUND REV	001-00-000-00-001-4332-	RENT	2,250.00	0.00
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5502-	TELEPHONE SERVICE	13.15	81.65
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5671-	GASOLINE	41.81	478.80
001	001102	CIRCUIT CLERK'S DEPAR	001-10-102-00-000-5502-	TELEPHONE SERVICE	20.05	63.53
001	001102	CIRCUIT CLERK'S DEPAR	001-10-102-00-000-5504-	INTERNET SERVICES	68.44	359.87
001	001105	TAX ASSESSOR/COLLECTO	001-10-105-00-000-5502-	TELEPHONE SERVICE	157.08	566.36
001	001105	TAX ASSESSOR/COLLECTO	001-10-105-00-000-5571-	DUES AND SUBSCRIPTION	100.00	221.38
001	001125	IT DEPARTMENT	001-10-125-00-000-5504-	INTERNET SERVICES	4,920.03	43,039.85
001	001125	IT DEPARTMENT	001-10-125-00-000-5544-	MAINTENANCE AGREEMENT	79.99	8,539.65
001	001125	IT DEPARTMENT	001-10-125-00-000-5671-	GASOLINE	225.20	1,575.48
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5502-	TELEPHONE SERVICE	4,017.17	25,176.14
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5504-	INTERNET SERVICES	142.59	3,848.32
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5510-	HEAT LIGHT POWER GAS	5,653.38	27,684.14
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5570-	INSURANCE & FIDELITY	57,327.75	-12,017.15
001	001160	CHANCERY COURT	001-10-160-00-000-5411-	COURT REPORTERS	9,709.67	20,367.99
001	001161	CIRCUIT COURT	001-10-161-00-000-5414-	CT ADM FEES	2,479.52	5,294.06
001	001161	CIRCUIT COURT	001-10-161-00-000-5418-	COURT REPORTERS	6,690.94	18,831.35
001	001161	CIRCUIT COURT	001-10-161-00-000-5550-	LEGAL FEES	348.99	1,810.29
001	001163	YOUTH COURT	001-10-163-00-000-5502-	TELEPHONE SERVICE	25.60	1,448.26
001	001163	YOUTH COURT	001-10-163-00-000-5544-	MAINTENANCE AGREEMENT	1,208.00	323.37
001	001163	YOUTH COURT	001-10-163-00-000-5671-	GASOLINE	51.84	276.51
001	001167	CORONER AND RANGER	001-10-167-00-000-5502-	TELEPHONE SERVICE	13.15	248.98
001	001168	DISTRICT ATTORNEY'S O	001-10-168-00-000-5502-	TELEPHONE SERVICE	13.15	13.60
001	001168	DISTRICT ATTORNEY'S O	001-10-168-00-000-5504-	INTERNET SERVICES	68.44	352.48
001	001200	SHERIFF	001-20-200-00-000-5501-	POSTAGE AND BOX RENT	1,100.00	1,157.61
001	001200	SHERIFF	001-20-200-00-000-5502-	TELEPHONE SERVICE	4,872.83	17,970.74
001	001200	SHERIFF	001-20-200-00-000-5562-	EVIDENCE TESTING	180.00	3,760.00
001	001200	SHERIFF	001-20-200-00-000-5669-	LICENSE TAGS	88.50	201.00
001	001200	SHERIFF	001-20-200-00-000-5671-	GASOLINE	12,669.35	60,461.90
001	001205	PATROLLING NASA	001-20-205-00-000-5671-	GASOLINE	1,000.89	18,542.46
001	001214	RECORDS MGT/INTERACT	001-20-214-00-000-5502-	TELEPHONE SERVICE	2,743.00	8,229.00
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5510-	HEAT LIGHT POWER GAS	36.19	115,315.49
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5544-	MAINTENANCE AGREEMENT	2,585.00	14,842.48
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5552-	MEDICAL FEES	4.28	3,466.98
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5599-	OTHER CONTRACTUAL SER	150.00	36,754.20
001	001222	INMATE MEDICAL	001-20-222-00-000-5596-	WASTE SERVICE	45.00	713.00
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5501-	POSTAGE AND BOX RENT	99.00	1.00
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5502-	TELEPHONE SERVICE	120.32	986.03
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5513-	CABLE TELEVISION	174.24	410.84

Report generated: 06/17/2021 11:07:46
User: Nancy Kelly (NKelly)
Program ID: apwarrnt

Attachment: check run 06212021 (8340 : Docket for June 21, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

001	001400	HEALTH DEPARTMENT	001-40-400-00-000-5502-	TELEPHONE SERVICE	80.14	278.27
001	001411	ANIMAL SHELTER	001-40-411-00-000-5504-	INTERNET SERVICES	312.27	966.11
001	001411	ANIMAL SHELTER	001-40-411-00-000-5510-	HEAT LIGHT POWER GAS	518.46	4,015.84
001	001530	MCLEOD PARK	001-50-530-00-000-5504-	INTERNET SERVICES	511.27	2,003.79
001	001530	MCLEOD PARK	001-50-530-00-000-5510-	HEAT LIGHT POWER GAS	7,436.25	-4,183.41
001	001531	RECREATION DEPARTMENT	001-50-531-00-000-5510-	HEAT LIGHT POWER GAS	2,230.98	36,465.92
001	001630	SOIL CONSERVATION	001-60-630-00-000-5502-	TELEPHONE SERVICE	176.41	417.14
001	001631	COUNTY AGENT	001-60-631-00-000-5504-	INTERNET SERVICES	125.00	500.00
001	001675	BUILDING DEPARTMENT	001-70-675-00-000-5671-	GASOLINE	104.12	836.50
				FUND TOTAL	**136,291.94**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**43,263,359.94**			
024	024125	IT DEPARTMENT	024-10-125-00-000-5919-	FURNITURE & EQUIP < $	4,865.00	-39,842.15
				FUND TOTAL	**4,865.00**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**43,263,359.94**			
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5501-	POSTAGE AND BOX RENT	2,226.50	3,204.69
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5502-	TELEPHONE SERVICE	285.50	-155.54
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5533-	RENTAL OF OFFICE EQUI	246.03	1,373.66
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5599-	OTHER CONTRACTUAL SER	120.00	2,149.77
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5671-	GASOLINE	420.01	5,387.13
				FUND TOTAL	**3,298.04**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**43,263,359.94**			
097	097110	EMERGENCY 911	097-10-110-00-000-5502-	TELEPHONE SERVICE	3,477.92	11,287.06
097	097110	EMERGENCY 911	097-10-110-00-000-5544-	MAINTENANCE AGREEMENT	4,052.00	51,439.96
				FUND TOTAL	**7,529.92**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**43,263,359.94**			
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5510-	HEAT LIGHT POWER GAS	52.18	15,835.44
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5699-	OTHER CONSUMABLE SUPP	158.30	1,007.99
				FUND TOTAL	**210.48**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**43,263,359.94**			
154	154523	MULTIPURPOSE ARENA	154-50-523-00-000-5510-	HEAT LIGHT POWER GAS	212.97	9,609.59
				FUND TOTAL	**212.97**	
CASH ACCOUNT	**999 1002**	**BALANCE**	**43,263,359.94**			
156	156331	SEAWALL	156-30-331-00-000-5510-	HEAT LIGHT POWER GAS	1,157.93	13,172.53

Attachment: check run 06212021 (8340 : Docket for June 21, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

					FUND TOTAL	**1,157.93**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**43,263,359.94**			
157	157530	MCLEOD PARK	157-50-530-00-000-5922-		OTHER CAPITAL OUTLAY	498.00	569.06
					FUND TOTAL	**498.00**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**43,263,359.94**			
160	160301	BRIDGE CONSTRUCTION	160-30-301-00-000-5556-		PROFESSIONAL FEES & O	2,575.00	7,425.00
					FUND TOTAL	**2,575.00**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**43,263,359.94**			
					WARRANT SUMMARY TOTAL	**156,639.28**	
					GRAND TOTAL	**156,639.28**	

Attachment: check run 06212021 (8340 : Docket for June 21, 2021.)

Hancock County Board of Supervisors

Regular Meeting Minutes

June 7, 2021 at 9:00 a.m.

Board Meeting Room

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

1. Call to Order

A. Pledge of Allegiance
B. Invocation

2. Roll Call

The record reflects County Administrator, Eddie Favre, Grant Administrator, Maureen Anderson, County Attorney, Gary Yarborough, Comptroller, Nancy Kelly, County Engineer, Geoff Clemens, Road Manager, Vic Johnson, EMA Director, Brian Adam, and Deputy Clerk, Valerie Fitts were all present in the Board Meeting room. Circuit Clerk, Kendra Necaise was present via remote access.

Attendee Name	Title	Status	Arrived
Theresa Ryan	District 1	Present	
Greg Shaw	District 2	Present	
Kodie Koenenn	District 3	Present	
Scotty Adam	District 4	Present	
Darrin Bo Ladner	District 5	Present	

3. Amendments to the Agenda

6.I.4. Add to Docket payment to Floore Industrial Contractors in the amount of $417,188.70 for Improvements to McLeod Park.

7.J.11. Announcement request from Pine Belt to consider expansion of services

7.J.12. Ratify use of tent by The Arts Hancock County for the Wall to Wall Public Art Festival held in Bay St. Louis on Saturday, June 5 and Sunday, June 6.

5.A.6. Discussion added my county attorney regarding a budget amendment for Port and Harbor to SMPDD concerning Workforce Development

7.K.3. Authorize payment in the amount of $493.00 for the resolution of the taking of the Right-of-Way on Crane Creek Road with Gulf Timber.

A. **Motion to:** Motion to accept the agenda.**Adopted**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Announcements

A. The next regular scheduled Board of Supervisor's meeting will be held at 9:00 a.m. on Monday, June 21, 2021.

B. Biweekly payroll for ending date May 22, 2021 with check date May 28, 2021 totaled $712,317.93.

C. Bids will be received by the Hancock County Board of Supervisors at 854 Highway 90, Bay St. Louis, MS 39520 until 10:00 a.m., this morning, for the Sale of Real Property located at 0 Necaise Avenue, Bay St. Louis, MS, Parcel No. 149M-1-29-052.000.

D. Bids will be received by the Hancock County Board of Supervisors at 854 Highway 90, Bay St. Louis, MS 39520 until 10:00 a.m., this morning, and shortly thereafter opened and read for Replacement of Bridge No. 48 Bogue Houma Bayou on Flat Top Road.

E. Bids will be received by the Hancock County Board of Supervisors at 854 Highway 90, Bay St. Louis, MS 39520 until 10:00 a.m., this morning, and shortly thereafter opened and read for Replacement of Bridge No. 2 on Anner Necaise Road.

F. Request for Qualifications will be received by the Hancock County Board of Supervisors at 854 Highway 90, Bay St. Louis, MS 39520 until 10:00 a.m., this morning, for the following three FEMA/FEMA projects: Replacement of Washington Street Pier – all FEMA funds; Repair and Extension of Clermont Pier – FEMA and Tidelands funds; and Renourish and Repairs of Hancock County Beach (this includes walking path repairs) – all FEMA funds.

G. The Blood Center will be having an Urgent Need Blood Drive at the Hancock County Annex, 854 Highway 90, Bay St. Louis, MS 39520 in the Bloodmobile on Wednesday, June 9, 2021 from 8:00 a.m. – 2:00 p.m.

H. Bid Openings

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

1. Motion to spread on the Minutes, the Proof of Publication for the sale of property at 0 Necaise Avenue, Bay Saint Louis, MS 39520, Parcel No. 149-1-29-052.00.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, the Proof of Publication for Hancock County Request for Qualifications for Professional Engineering Services for Three FEMA/FEMA and Tidelands Projects.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to spread on the Minutes, the Proof of Publication for Replacement of Bridge No. 2 on Anner Necaise Road.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to spread on the Minutes, the Proof of Publication for Replacement of Bridge No. 48 Bogue Houma Bayou on Flat Top Road.**Approved as Amended**

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to open and take under advisement Bids received for Replacement of Bridge No. 2 on Anner Necaise Rd.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to open and take under advisement Bids received for Replacement of Bridge No. 48 Bogue Houma Bayou on Flat Top Road.**Approved**

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to open and take under advisement Bids received for the sale of property at 0 Necaise Avenue, Bay Saint Louis, MS 39520, Parcel No. 149-1-29-052.00.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to open and take under advisement Requests for Qualifications for Professional Engineering Services for Three FEMA/FEMA and Tidelands Projects.**Approved as Amended**

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. External Business Agenda

A. Port & Harbor Commission

1. Motion to defend & indemnify Robert Kane, Janel Carothers, Robert Swanson and any other named and unnamed Defendants in the ongoing litigation with Goodnight Terminal Services.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to accept the Hancock County Port & Harbor Commission's Resolution 20210524-01, approving the May 24, 2021 Docket of Claims.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to accept The Hancock County Port & Harbor Commission's Resolution 20210524-05, Authorizing Execution Of Agreement with Local

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

Impact Analytics, for Professional Services Related To Grant Writing Services (Not to Exceed $32,500).**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to accept the Hancock County Port & Harbor Commission's Resolution 20210524-03, authorizing execution of the First Amendment to the Ground Lease with Pearl River Community College ($122,415.41 / 13 years).**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to accept the Hancock County Port & Harbor Commission's Resolution#20210524-04, authorizing The Award of Contract for RR2103 & RR2101 for Rock and Timber & Tail Track Upgrades to Trac-Work in the amount of $977,701.23.**Approved**

   The record reflects an approval contingent upon receipt of appropriate bonds, insurance, and execution of contract.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to approve budget amendment for Port and Harbor to provide funds to SMPDD for workforce development at Pearl River Community College under their Memorandum of Understanding at the request of President Breerwood.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. GRPC - Jeff Loftus

1. Motion to approve and authorize Board President to sign Payment Request 1 for McLeod Park RV Park Expansion and Pier Construction.**Approved**

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Discussion regarding 2023 Tidelands Applications.**No Action Taken**

RESULT: **NO ACTION TAKEN**

C. Kelsey Keel, MPH - Presentation

1. Presentation from Kelsey Keel with the MS Gulf Coast Youth Health Coalition regarding Let's Go! Gulf Coast App project.**No Action Taken**

RESULT: **NO ACTION TAKEN**

D. Ron Thorp - Presentation

1. Presentation from Ron Thorp regarding Cost of Education.**No Action Taken**

RESULT: **NO ACTION TAKEN**

6. Departmental Agendas

A. Emergency Management Agency

1. Motion to approve the following dispatchers to attend required training, and authorize Nancy Kelly to make any necessary budget amendments/transfers in E-911 budget to provide funding to do so: ·NECI Suicide Calls Course in Wiggins on June 10, 2021 for Tracy Ladner and Jolene Dougherty at $150 per person for a total of $300 plus overtime if deemed necessary. ·IAED Basic Communications Course in Wiggins June 14-18, 2021 for Chadda Meagher, Shantale Belew, Brittany Castiglia, Courtney Altchek and Mary Ann Palmer at $395 per person for a total of $1,975 plus overtime if deemed necessary. ·Stress Management Course in Pearl on June 17, 2021 for Kristi Aguilar, Angela Neal and Alisha Stanton at $150 per person for a total of $450, with one room for lodging not to exceed $100, mileage reimbursement for one vehicle not to exceed $200 and meals for all not to exceed $100. ·NECI Crimes in Progress Course in Wiggins on June 24, 2021 for Tracy Ladner, Jolene Dougherty and Dora Jones at $150 per person for a total of $450 plus overtime if deemed necessary.**Approved**

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RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve Brian Adam, John Albert Evans, and Holly Bilbo to attend the 2021 MCDEMA Mid-Winter Conference in Biloxi, Mississippi on November 16-18, 2021 at a total registration cost of $825.00.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. Animal Shelter

C. Justice Court

1. Motion to approve Judge Desmond Hoda, and Judge Brian Necaise to attend the MJCJA Summer Convention at the Golden Nugget in Biloxi on July 18-21, 2021. The MJCJA Registration fee of $500.00 per Judge is included as well as any required overnight stays as they are a part of the committee that facilitates the convention. Total cost will be $1,286.82 (Brian Necaise $531.92 and Desmond Hoda $754.90).**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to remove Alicia Stieffel from payroll with Hancock County Justice Court due to her resignation, effective June 4, 2021, and authorize publicizing in county paycheck stubs, and on county social media sites.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

D. IT Department

1. Motion to approve the purchase of various IT equipment for the Hancock County Health and Human Services building to accommodate various departmental moves, and authorize the appropriate budget amendment not to exceed $68,000, and spread both quotes on the Minutes.**Approved**

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to authorize a one-time expenditure out of reserves in the amount of $68,000 for various IT equipment for the Hancock County Health and Human Services building as a one time capital expenditure for county purposes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

E. Purchasing

1. Motion to approve the purchase of a 2021 Chevrolet Silverado 1500SSV crew cab pickup for the Sheriff's Department off MS State Contract No. 8200053669, effective dates October 1, 2020 - September 30, 2021. Total contract price is $29,465.00 from Roger Dabbs Chevrolet.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve the sole source purchase of materials needed to repair the roof at the Jail. This is a sole source purchase due to the roof being under warranty. Total purchase is $48,355.75 from The Garland Company, Inc.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve the clearing and hauling off of debris from the following locations, with the agreement to immediately proceed with Daytona Dr. W., Pearlington, MS, and holding off on Old Joe Moran Rd., Kiln, Mississippi, until June 17, 2021, pending execution of the agreements: a. 16042 Daytona Dr. W., Pearlington, Mississippi 39572 (Parcel# 185P-1-20-039.000); and b. 16070 Old Joe Moran Rd., Kiln, Mississippi 39556 (Parcel# 069-0-30-003.000). Both properties were declared a public safety hazard at the May 17, 2021 Board of Supervisors Meeting. The low quote for both properties is $4,950.00 from Morreale Construction LLC, and spread both quotes on the Minutes.**Approved**

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve additional mulching from Shear View Mulching LLC, at McLeod Park for the Disc Golf Course expansion in the amount of $498.00 that was originally approved at the February 17, 2021 Board of Supervisors Meeting for $16,600.00. To be paid out of Tidelands Funds.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

F. Planning and Zoning

1. Motion to approve the Planning Commission Meeting Minutes held on May 6, 2021.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to Rescind Motion 8241 approving the Planning Commission Meeting Minutes held on May 6, 2021.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve Items on May 6, 2021 Planning and Zoning Minutes after Item Mark Necaise d/b/a Markkim Real Estate, LLC Preliminary Subdivision Plan-Public Hearing regarding the subdivision to be known as Derby Place and Remand that Item back to Planning and Zoning for further Public Hearing on this matter.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve the Planning Commission Meeting Minutes held on May 20, 2021.**Approved**

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve stopping payment on the Rental Facility Account's Outstanding Checks.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to rescind Motion 8242 to authorize stopping payment on Rental Facility Account's Outstanding Checks.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

G. Parks & Recreation

1. Motion to approve removing Jaden Peterson from McLeod Park payroll, effective May 17, 2021. Due to his resignation.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve moving Kim Northrop from Recreation Department to McLeod Park at the same rate of pay, effective Monday, June 7, 2021.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve moving William Johnston from McLeod Park to Recreation Department at the same rate of pay, effective Monday, June 7, 2021.**Approved**

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve hiring Scott Shaw full time for McLeod Park, at a rate of pay of $10.50 per hour, with a pay adjustment to $11.00 per hour after 90 days, effective June 10, 2021. Pending successful drug screen and physical.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve hiring Jon Fricke part time for McLeod Park, at a rate of pay of $10.50 per hour, with a pay adjustment to $11.00 per hour after 90 days, effective June 7, 2021. Pending successful drug screen and physical.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to go into Closed Session to Consider the need for an Executive Session regarding Sports Complex Contract and Concession Agreement.**Approved**

   The record reflects the Board conducted a Closed Session to consider the appropriateness of an Executive Session and determined there is no indication this matter presently involves any litigation with the county and therefore, an Executive Session is not appropriate at this time. The Meeting reconvened at 10:33 a.m., with all Supervisors present.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

H. Inventory Clerk

1. Motion to approve and authorize Board President to sign the attached Hancock County property affidavit for inventory removal.**Approved**

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve the inventory removal and disposal of the assets listed on the attached Exhibit A as they are no longer needed for county purposes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

I. Comptroller

1. Motion to approve the attached Budget Amendments.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve the Docket of Claims for June 7, 2021 in the amount of $1,331,721.06.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve the following Interfund Transfers: a. Transfer into Tropical Storm Cristobal Fund $176,595.90 from the General Fund. b. Transfer into General Fund $667.50 from the Hurricane Sally Fund.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to add to the Docket payment to Floore Industrial Contractors in the amount of $417,188.70 for Improvements to McLeod Park.**Approved**

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RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

J. Board Secretary

1. Motion to approve Regular Meeting Minutes of Monday May 17th, 2021**Accepted**

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Elected/Appointed Agendas

A. Sheriff's Office

1. Motion to approve the following vehicles to be moved to Long Beach Auction: a. 2007 Crown Vic - VIN 2FAFP71W57X117947 - Asset 6975 b. 2013 Tahoe - VIN 1GNSK2E02DR254843 - Asset 6245**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to remove Tim Airhart's assigned duty weapon asset #5953 Glock .45 cal. ACP., Serial Number TUC845 from inventory and allow him to purchase his weapon for $1.00. This is state statue 45-9-131 (See attachment)**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve and authorize the Board President to sign the FY22 VAWA-STOP Grant Application.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to spread on the Minutes, the following Personnel Changes: a. Remove from payroll due to retirement: • Tim Airhart - effective June 18, 2021; and • Richard Geoffrey - effective June 17, 2021 b. Pay adjustments to

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$14.63 per hour, effective June 07, 2021: • Hannah Moran; and • Joseph Haase c. Add Noah Cuevas to payroll as full time Correction Officer, at a rate of pay of $13.67 per hour, effective June 07, 2021.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to authorize County Attorney to file lawsuit against Cuevas Auction for items sold at purchase.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. Tax Assessor

1. Motion to approve and authorize Board President to sign the MS ORTHO 2021 Aerial Photography Update Initiative 2021-2022 Interlocal Agreement, and spread MS ORTHO 2021-2022 Intro Email on the Minutes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, the Retirement of Geraldine Waltman from the Tax Assessor's Department, effective May 31, 2021.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to spread on the Minutes, the hiring of Rachel Ferrell and Kirsten Muirhead, effective June 7, 2021 and the hiring of Kristen Zeringue, effective June 21, 2021, at a rate of pay of $10.00 per hour, with a $1.00 salary adjustment after a 30 day probationary period.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve the Freeport Warehouse application for Wet Mine Assets Holding.**Approved**

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RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve and authorize Board President and Chancery Clerk to sign the Increase/Decrease of Assessment forms for April and May, 2021.**Approved**

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Scotty Adam, District 4
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

C. Circuit Clerk

1. Motion to approve payment of a registration fee in the amount of $200.00 for Sandra F. Henley to attend ECAM 2021 Annual Elections Seminar and Certification Training in Biloxi on June 29, 30, and July 1, 2021.**Approved as Amended**

   The record reflects this Motion was Amended to add the amount to today's Docket.

RESULT: **APPROVED AS AMENDED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

D. Youth Court/Youth Drug Court

1. Motion to authorize Youth Court (Family Treatment Court) Speaker Agreement with A. Kenison Roy, III, MD for training services (Science of Addiction Training for Family Treatment Court). Training will be paid for by OJJDP FY 20 Family Drug Court Program.**Approved**

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve DIMS Software subscription agreement for the Hancock County Family Treatment Court in the amount of $1,620.00. This will be paid for by OJJDP FY 20 Family Drug Court Program.**Approved**

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RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

E. County Court

F. Chancery Clerk

1. Motion to spread on the Minutes, the Chancery Clerk's May Land Redemption Settlement Check for $7,058.61 to the General Fund and the Settlement Report.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

G. County Engineer

1. Motion to approve ROW Occupancy Request from Telepak Network to place fiber optic cable alongside Cuevas Town Road from US Hwy 43 to Hancock North.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve ROW Occupancy Request from AT&T to relocate facilities on Kiln Delisle Road for Bridge Replacement.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve ROW Occupancy Request from Standard Dedeaux Water Association to perform a directional bore at 2460 Rocky Hill Dedeaux Road for water supply.**Approved**

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RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve Letter of Recommendation for Replacement of Bridge No. 1 on Crane Creek Road to Ellis Dozer Service in the amount of $763,705.93.**Approved**
   The record reflects this is contingent upon Bonds, and Insurance.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to authorize County Attorney to advertise for Change Order No. 1 for Improvements to McLeod Park and bring back to the next meeting for approval.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to authorize 1 extension pro-rated with Black Diamond Construction through July 6, 2021.**Approved as Amended**

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to spread on minutes, the Addendum No. 1 for Bridge No. 48 Bogue Homa Bayou on Flat Top Road.**Approved**
   The record reflects Items 7-9 were voted on in one consent block.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to spread on the Minutes, Addendum No. 1 for Bridge No. 2 on Anner Necaise Road.**Approved**

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

9. Motion to spread on the Minutes, Addendum No. 2 for Bridge No. 2 on Anner Necaise Road.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

10. Discussion regarding repairs to Hancock County Arena.**No Action Taken**

RESULT:	**NO ACTION TAKEN**

11. Motion to Amend the Agenda to include discussion regarding adding Home Run Alley to the Road Registry pursuant to Section 65-7-57.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

12. Motion to Approve adding Home Run Alley to the County Road Registry, and Appointing Road Manager, Vic Johnson and County Engineer, Geoff Clemens as the committee to go out and survey and stake the road by statue, and return it to lay out at the June 21, 2021 Meeting, along with the county map.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

H. Road Manager

1. Motion to remove Taylor Ladner from payroll in Buildings & Grounds due to termination, effective June 2, 2021.**Approved**

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve hiring John Marshall Jr., for the Road Department South Maintenance location as a Class lll laborer at a rate of pay of $11.00 per hr., effective upon completion successful physical and drug test.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve temporarily making Oak Street off South Railroad Street from Second Street to South Railroad a One Way Street to allow Road Manager time to look at Rights-of-Way in anticipation of making the Road Two-Lane.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

I. Grant Administrator

1. Motion to authorize Ridge Point Consultants to proceed with all required documentation needed to acquire rights-of-way for county construction projects, and authorize County Attorney, Gary Yarborough to negotiate the terms of the price and bring back to the June 21, 2021 Meeting.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve payment to Yarborough Law Firm for Invoice dated May 21, 2021 in the amount of $1,206.00 for Crane Creek Bridge Replacement right-of-way takings.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve and authorize Board President to sign the attached letter to the Mississippi Development Authority giving authority to Supervisor Scotty

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

Adam and Supervisor Kodie Koenenn to sign necessary closing documents for the CDBG Programs Airport Terminal and Hangar projects.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

J. County Administrator

1. Motion to approve the Resolution Authorizing and Directing the Issuance of General Obligation Bonds, Series 2021, of Hancock County, Mississippi ("The County") in the Principal amount of Seven Million Dollars ($7,000,000); and for Related Purposes, in regard to the elevation of Beach Boulevard from the Silver Slipper to Lakeshore Road, and authorize Board President and Chancery Clerk to sign.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve construction of a walking track for the Catahoula Community to be paid for out of Board Capital, based on the lowest quote and spread both quotes on the Minutes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to accept and approve the low quote from King Concrete in the amount of $26,400.00, contingent upon the execution of a performance bond in the amount of $25,000.00, and authorize notice to proceed upon the provision of bonds and insurance, and spread all quotes on the Minutes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve and authorize waiving all fees for the use of the Washington Street Pavilion for Our Lady of the Gulf's 5k race on Friday, July 2, 2021 from 5:00 - 9:00 p.m. The race will begin at 7:00 p.m. and will be on the bike path.**Approved**

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve participation in the SMPDD Workforce Innovation & Opportunity Act (WIOA) Youth Program, pending County Attorney review and approval, and authorize Board President to sign any necessary documents.**Approved**

   The record reflects County Attorney will spread on the Minutes his approval at the Monday, June 21, 2021 Meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to spread on the Minutes, correspondence from MDOT regarding Public Participation Process and Plan and Local Consultation Process.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to spread on the Minutes, Governor Tate Reeves' Proclamation declaring the closing of all offices of the State of Mississippi on Monday, July 5, 2021, in further observance of the Fourth of July.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to spread on the Minutes, Philip's Pest Control, LLC's Weekly and Monthly Reports for April 2021 and May 2021.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

9. Discussion regarding recusal of Olen Anderson from a matter, and the need to appoint Ed Edwards as the conflict prosecutor in an amount not to exceed $180.00.**Approved**

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Scotty Adam, District 4
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

10. Motion to approve finding a replacement for fuel other than Fuelman.**Approved**

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Theresa Ryan, District 1
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

11. Discussion regarding call-in access for Board Meetings.**No Action Taken**
The record reflects a continuance of call-in access for Board Meetings.

RESULT: **NO ACTION TAKEN**

12. Discussion regarding Pine Belt Mental Healthcare Resources expansion of services.**No Action Taken**

RESULT: **NO ACTION TAKEN**

13. Motion to ratify the use of the EMA tent by The Arts, Hancock County for the Wall to Wall Public Art Festival.**Approved**

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

14. Announcement regarding Gulf Coast Restoration Fund using the Board of Supervisors Meeting Room on June 15, 2021 from 2:00 - 4:00 p.m.**No Action Taken**

RESULT: **NO ACTION TAKEN**

K. County Attorney

1. Motion to approve payment of $450.00 for Permanent Right-of-Way Acquisition (strip take) as well as $1,600.00 for Real Estate Valuation Services for a total amount of $2,050.00 to Valbridge Property Advisors (Mississippi Valuations, LLC, 1010 Ford Street, Gulfport, MS 39507) regarding Knight Drive, Tax Parcel Numbers 012-0-10-019.000 and 015-0-15-002.001. This is for the Crane Creek Bridge Replacement Project.**Approved**

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve payment of $975.00 for Temporary Construction Easement as well as $1,600.00 for Real Estate Valuation Services for a total amount of $2,575.00 to Valbridge Property Advisors (Mississippi Valuations, LLC, 1010 Ford Street, Gulfport, MS 39507) regarding the Kiln Delisle Bridge Replacement Project, Tax Parcel Number 068-0-37-001.000.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve the highest Bid on O Necaise Avenue, Parcel No. 149-1-29-052.000 from BSL Properties, LLC in the amount of $105,000 and authorize County Attorney, Gary Yarborough to transfer property to BSL Properties, LLC, and spread all bids on the Minutes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to award the Hancock County Beach Maintenance Bid to the lowest bidder, Black Diamond Construction, LLC, contingence performance bonds, insurance and executed agreement.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Supervisors Items

A. District 1

B. District 2

C. District 3

D. District 4

1. Motion to accept the resignation of County Administrator, Eddie Favre from the Hancock County Regional Solid Waste Authority and approve District 1 Supervisor, Theresa Ryan to fill the seat as his replacement.**Approved**

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to accept the resignation of County Administrator, Eddie Favre from the Hancock County Utility Authority Board and approve District 4 Supervisor, Scotty Adam to fill the seat as his replacement.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve and authorize Board President to sign the 2021-2022 Emergency Solutions Grant (ESG) Program Application, Letter of Support for the Hancock Resource Center.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Discussion regarding speed bumps in the Catahoula Community.**No Action Taken**

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

RESULT: NO ACTION TAKEN

E. District 5

The record reflects an announcement from District 5 Supervisor that SMPDD is supplying vaccines for the elderly and will to come to their home.

9. Public Comments

The record reflects Brother Mike Angus addressed the Board regarding adding Home Run Alley to the Road Registry. Further, a Board Order approving the addition of the Road will be emailed to Julie at LandMark Title Bay St. Louis.

10. Executive Session

11. Adjourn/Recess

1. **Motion to:** Motion to adjourn the meeting at 12:25:47 PM.**Adopted**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

The Minutes of the June 7, 2021 have been read and approved.

Scotty Adam

Supervisor Scotty Adam, President

Minutes Acceptance: Minutes of Jun 7, 2021 9:00 AM (Board Secretary)

Estimate

United States K-9 Unlimited, LLC
8003 Moline Ave.
Abbeville, Louisiana
70510
USA
(855) 875-9364
info@usk9.com

When every second matters,
only the BEST will do.

Name/Address
Hancock County Bookkeeping Dept. 854 Hwy 90 Suite A Bay St. Louis, MS 39520

Date	Estimate No.
06/07/21	51283

Item	Quantity	Description	Cost	Total
Dual Purpose Canine	1	Imported Canine fully trained in Narcotics Detection & Patrol Functions	16,500.00	16,500.0
Dual Purpose Handler Course	1	Tuition: 5-Wk Dual Purpose Handler Program and Handler Certification in Detection & Patrol Functions; Aug 3 thru Sept 3, 2021	0.00	0.0
Handler Lodging	1	private sleeping room; 5 wks beginning Aug 2, 2021	1,200.00	1,200.0

Total	$17,700.00

Attachment: United States K-9 Unlimited, LLC #1 (8287 : Approve purchase of a K9 dog and US K9 course for Lane Vestal)

SECURUS Technologies
connecting what matters®

HANCOCK COUNTY (MS)
A300977

THIRD AMENDMENT
TO
MASTER SERVICES AGREEMENT

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by either party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, LLC ("we," "us," or "Provider") and the Hancock County Board of Supervisors[1] ("you" or "Customer") dated December 15, 2014, as subsequently amended (collectively, the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the Third Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Third Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Initial Term of the Agreement shall be extended by an additional 36 months, with a modified end date of April 14, 2026. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, the Agreement will automatically renew for up to two successive periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.

2. Additional Applications. As of the Third Amendment Effective Date, the following Applications are added to the Agreement:

SECURUS VIDEO CONNECT / CONNECTUS

Securus Video Connect ("SVC") is a web-based video conference system. SVC runs on the ConnectUs Service Platform ("ConnectUs"), a communications and services platform that allows for the consolidation of assorted activities in a single interface with a customized mix of applications ("ConnectUs Applications").

Ownership and Use. The SVC system and ConnectUs will at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the software and any copies, custom versions, modifications, or updates of the software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's applications, the SVC system, and Provider's other products and services (collectively, the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

Legality / Limited License Agreement: For services related to applications which may allow Customer to monitor and record SVC sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which will be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment

[1] The Hancock County Sheriff's Office was the signatory for the original Agreement and its prior amendments.

Attachment: Hancock MS 3rd (8298 : Renewal contract for Securus)

and quality control purposes. This license does not apply to recordings of SVC sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

The configuration of SVC and ConnectUs ordered by Customer, its retail cost, and the length of time SVC sessions are stored is specified in the Securus Services Platform – Price List below[2]:

Securus Video Services Platform - Price List

Type	Description	One Time / Recurring	Price/Unit	QTY	Total
Hardware	Pod Video Terminals - Single Handset	One Time	$ 4,000	14	$ 56,000
	Visitor Video Terminals - Single Handset	One Time	$ 4,000	0	$ -
	Visitor Video Terminals - Dual Handset	One Time	$ 4,250	4	$ 17,000
	Mobile Cart, Including UPS Battery Backup	One Time	$ 1,440	0	$ -
Installation and Implementation (Software Application is one time per App, per contract)	Networking Wiring	One Time	$ 500	18	$ 9,000
	Electrical Wiring*	One Time	$ 1,500	0	$ -
	Hardware Installation	One Time	$ 500	18	$ 9,000
	JMS and 3rd Party Vendor Integration**	One Time	$ -	0	$ -
	Software Application Setup:	One Time			
	- Securus Video Connect Application	One Time	$ -	1	$ -
	- Phone Call Application	One Time	$ -	0	$ -
	- Forms Application (Grievance)	One Time	$ -	1	$ -
	- Handbook Application (.PDF)	One Time	$ -	1	$ -
	- Third Party Vendor Commissary Application	One Time	$ -	0	$ -
	- Website Education Application (URL)	One Time	$ -	0	$ -
	- Videos Application (.MP4)	One Time	$ -	0	$ -
	- Self-Op Commissary Ordering Application	One Time	$ -	0	$ -
	- Emergency Video Application	One Time	$ -	0	$ -
	- Sick Form	One Time	$ -	0	$ -
	Job Search Application	Recurring	$ -	0	$ -
	Law Library Application	Recurring	$ -	1	$ -
Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Connect Application	Recurring	$ -	18	$ -
	Phone Call Application	Recurring	$ -	0	$ -
	Forms Application (Grievance)	Recurring	$ 5,000	1	$ 5,000
	Handbook Application (.PDF)	Recurring	$ 5,000	1	$ 5,000
	Third Party Vendor Commissary Application	Recurring	$ -	0	$ -
	Website Education Application (URL)	Recurring	$ -	0	$ -
	Videos Application (.MP4)	Recurring	$ -	0	$ -
	Self-Op Commissary Ordering Application	Recurring	$ -	0	$ -
	Emergency Video Application	Recurring	$ -	0	$ -
	Sick Form	Recurring	$ -	0	$ -
	Job Search Application	Recurring	$ -	0	$ -
	Law Library Application	Recurring	$ 3,500	1	$ 3,500
Misc.	Annual Terminal Extended Hardware Maintenance	Recurring	$ 500	18	$ 9,000
	Recurring Telecom	Recurring	$ 3,240	1	$ 3,240
	Recording Retention (30 days)	One Time	$ 100	14	$ 1,400
	Training (per day)	One Time	$ 2,000	2	$ 4,000
				Term:	5
				One-Time Cost	96,400
				Annual License & Maintenance Cost (per year)	25,740
				Total Cost:	**$ 225,100**

* Customer responsible for electrical wiring
** Customer responsible for JMS/Commissary Integration Fees, if applicable

SVC and ConnectUs System Costs. Provider will cover the Total Costs set forth in the chart above unless otherwise stated herein. If the Agreement is terminated for any reason other than Provider's default before the end of the Term, Customer will refund the prorated amount of the Total Cost set forth in the chart above. Customer is responsible for all costs associated with wiring and electrical installation as Customer will own any installed wire or network cabling upon termination of the Agreement.

Additional Connectus Applications may be deployed by mutual agreement of Provider and Customer. If applicable, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application. Provider will not charge an integration fee, but Customer is responsible for any Jail Management System (JMS) and Commissary integration fees if charged by those providers.

Customer also agrees to implement the following additional requirements:

[2] Additional terminals may subsequently be deployed by mutual agreement of the parties.

Attachment: Hancock MS 3rd (8298 : Renewal contract for Securus)

1. Customer will allow incarcerated end users to conduct remote visits without quantity limits other than for disciplinary action for individual misbehavior.

2. All on-site sessions will be required to be scheduled at least 24 hours in advance, where practicable.

If the number of remote paid visits averages less than one per incarcerated end user per month, Provider and Customer agree to negotiate in good faith regarding additional compensation for Provider.

Provider will charge SVC session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges. If Customer wishes to offer free SVC sessions, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer or deducted from compensation otherwise owed to Customer under the Agreement. It is Customer's sole responsibility to (i) establish and communicate its policies regarding monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. Provider is not responsible and hereby disclaims any liability for any and all content of the third-party applications and any documents, videos, or forms published by Customer or from outside sources. Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

3. Customer Options for Alternative Compensation Structures**.** Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from end user funding of telephone services to a model where those services are taxpayer-funded / paid for by Customer.

4. Except as expressly amended by this Third Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Third Amendment Effective Date.

CUSTOMER:	PROVIDER:
Hancock County Board of Supervisors	Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)
By: _____	By: RJR
Name: _____	Name: Russell Roberts
Title: _____	Title: Chief Growth Officer
Date: _____	Date: 06/16/2021

Please return signed contract to:

4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300

Attachment: Hancock MS 3rd (8298 : Renewal contract for Securus)

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

TATE REEVES
GOVERNOR

SEAN J. TINDELL
COMMISSIONER

06/18/2021
Scotty Adam
Hancock County BOS/Hancock County Sheriff's Office
8450 Highway 90
Bay St. Louis, MS 39520

Project Number:154AL-2021-ST-12-31
Title: 154 Alcohol FY21
Funding Amount: $91,136.75

Dear Mr. Adam:

The MS Office of Highway Safety is pleased to announce your agency has been approved for the requested modification of funds. Remember all program activities must remain within the scope of the funding source shown above and must be implemented in accordance with the National Highway Traffic Safety Administration (NHTSA) Guidelines specific to this funding source.

These guidelines can be found in the "Highway Safety Grant Funding Guidance" located on the web at the following address: **https://www.nhtsa.gov/highway-safety-grants-program/resources-guide**. We encourage you to review these guidelines to ensure compliance.

Enclosed is a modification agreement obligating federal funds as outlined above. Please review the documents and if you approve please sign and date the Signature Sheet and initial the Cost Summary Sheet. The modification will not be fully executed until the Authorized Signatory Official and the MOHS Office Director have signed the document. Strict adherence to provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations and guidelines. We encourage you to review these guidelines to ensure compliance.

Please return the original signed document to MOHS on or before June 23, 2020. If you have any questions or concerns please contact me at 601.977.3728 or PHenry@dps.ms.gov.

Sincerely,

Princella Henry, Impaired Driving Division Director
Mississippi Office of Highway Safety

Attachment: 20210621 - Hancock County Signed Modified Letter FY21 (8357 : Approve 154AL FY21 Sub-Grantee Budget Modification.)

MS OFFICE OF HIGHWAY SAFETY
FY21 BUDGET MODIFICATION SIGNATURE SHEET

1. Sub-grantee's Name: **Hancock County Board of Supervisors** **Hancock County Sheriff's Office** Mailing Address: 8450 Highway 90 Bay St. Louis, MS 39520 Telephone Number: (228)466-6900 Fax: (228) 586-1636 E-Mail: amarquar@co.hancock.ms.us	2. Effective Date: 3. Sub-grant Number: **154AL-2021-ST-12-31** 4. Modification Number: 1 5. Grant Identifier: (Funding Source and Year) **154 Alcohol FY21** 6. Beginning & Ending: **October 1, 2020- September 30, 2021**

7. The above sub-grant is hereby modified as follows:

Budget Category	Current Budget	Change		New Budget
		Federal	State/Local	
Personal Services-Salary	$83,136.80	+$7,999.95		$91,136.75
Personal Services-Fringe				
Contractual Services				
Travel				
Equipment				
Commodities				
Indirect Costs				
TOTAL	**$83,136.80**	**+$7,999.95**		**$91,136.75**

8. Except as hereby modified, all terms and conditions of the sub-grant remain unchanged.

AGENCY APPROVAL	SUB-GRANTEE ACCEPTANCE
9. Name: **Helen Porter** Title: **Office Director, MS Office of Highway Safety**	10. Name: **Scotty Adam** Title: **President, Board of Supervisors**
11. Signature of MOHS Official & Date:	12. Signature of Authorized Sub-grantee Official & Date:

Attachment: 20210621 - Hancock County Modification Signature FY21 (8357 : Approve 154AL FY21 Sub-Grantee Budget Modification.)

MS Office of Highway Safety
FY21 Modification Cost Summary Support Sheet

1. Applicant Agency: Hancock County Board of Supervisors/Hancock County Sheriff's Department			Page 1 of 1
2. Sub-grant Number: 154AL-2021-ST-12-31	3. Grant ID: 154 Alcohol	4. Grant Beginning: October 1, 2020	5. Grant Ending: September 30, 2021
6. Activity: DUI Enforcement		7. Modification Effective Date:	

8. Category 9. Line Item	10. Description of item and/or Basis for Valuation	11. Budget		
		Federal	All Other	Total
Salary and Wage: Original Grant Amount: $83,136.80 Revised Grant Amount: $91,136.75	Individual Officer @ approx. $16.20 X @ approx. 2236 hours = **$36,223.20** Individual Officer @ approx. $16.20 X @ approx. 2236 hours = **$36,223.20** Officers over-time or regular time above and beyond normal work hours @ approx. $24.30 X @ approx. 769.15 hours = **$18,690.35** **Total Salaries = $91,136.75**	**$91,136.75**		**$91,136.75**
	Totals	**$91,136.75**		**$91,136.75**

Sub-grantee Acceptance: _____
(Initial)

Attachment: 20210621 - Hancock County Modification Signature FY21 (8357 : Approve 154AL FY21 Sub-Grantee Budget Modification.)

Attachment: PSYCH - Hancock County Court - Medical Director and PSA - Addiction Fellows 7.1.21 (fully executed)(1062240.1) (8326 : Spread

YOUTH COURT DRUG TREATMENT SERVICES AGREEMENT

This Youth Court Drug Treatment Services Agreement ("Agreement") shall become effective as of July 1, 2021 ("Effective Date") and is by and between the Board of Supervisors of Hancock County, Mississippi ("County"), and The Administrators of the Tulane Educational Fund, on behalf of Tulane University School of Medicine ("School") (County and School are referred to together as the "Parties").

BACKGROUND FACTS

County has established a County Court in Hancock County, Mississippi, which includes a Youth Court Division that presides over child welfare cases ("Youth Court"). Through a multi-disciplinary strategy, which includes regular and frequent judicial oversight, the Youth Court serves many parents who require treatment for substance abuse disorder and co-occurring mental health diagnoses (dual diagnoses). The Youth Court received a Department of Justice grant for expansion of family court services, which the County intends to use to provide drug treatment services to parents in the Youth Court program at a County-owned and operated clinic facility (the "Program"). In order to implement this grant, County requires the professional services of physicians specialized in addiction medicine to provide treatment services to Youth Court drug-involved parents.

School operates the Tulane University Addiction Medicine Fellowship Program (the "Fellowship"), an Accreditation Council for Graduate Medical Education ("ACGME") approved program to train physicians in Addiction Medicine. The Fellowship is directed by A. Kenison Roy, III, MD ("Dr. Roy"), a physician specializing in Addiction Medicine, and enrolls physician fellows interested in furthering their medical studies in the specialty of Addiction Medicine (the "Fellows"). The Fellows are qualified by education, training and experience to provide the services outlined in this Agreement and shall provide their services as described herein. Further, Dr. Roy has agreed to serve as Medical Director ("Medical Director").

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. QUALIFICATIONS OF FELLOWS AND MEDICAL DIRECTOR. School represents and warrants to County the following as to Medical Director and each Fellow when that Fellow is providing Services to the Youth Court (each a "Physician"):

   A. Physician has never been sanctioned, suspended or excluded by or from a Federal or State healthcare program;

   B. Physician has and shall maintain throughout the term of this Agreement a current DEA permit and an unrestricted license to practice medicine in the State of Mississippi;

C. Physician is not subject to any third-party contracts that would be violated by the performance of this Agreement;

D. Physician is and shall remain current in training and continuing education for the Specialty, and is and shall remain knowledgeable of the medical literature and patient care standards for the Specialty; and

E. Physician is familiar with and shall remain in full compliance with the requirements of the ACGME for fellowship programs and with any and all policies, rules and manuals of the Program as established from time to time by County.

2. SCOPE OF SERVICES. School shall provide the following services (collectively, the "Services") to County pursuant to this Agreement:

2.1 Treatment Services. School shall assign a Fellow to County's Program for a one-year period to provide medical treatment services to Youth Court parents admitted to the Program (the "Treatment Services") on a schedule to be agreed to between School and County, but generally to require at least one full clinic day (8 hours) of Treatment Services each week. The Treatment Services must be provided on-site at the Program's clinic facility located in Hancock County, Mississippi. Notwithstanding the foregoing, School may, after obtaining permission from County, provide Treatment Services on a limited basis through telemedicine, including under circumstances where care might otherwise be interrupted, such as during severe weather, or when a participant in the Program is in need of urgent services. In any event, any use of telemedicine shall at all times be consistent with applicable regulations, proclamations or guidance issued by the Mississippi State Board of Medical Licensure. Fellows, under the supervision of the Medical Director, shall provide individual addiction medicine assessments on all Youth Court parents admitted to the Program, direct their addiction care, prescribe any indicated medications, recommend any indicated interventions and provide any necessary follow-up medical visits or referrals where indicated to assure appropriate addiction medical care. Fellows shall also participate in multidisciplinary team meetings and consultations indicated for the comprehensive care of Youth Court parents participating in the Program. The Fellow shall describe and report time spent in providing the Treatment Services pursuant to this Agreement using a form approved by County, a sample of which is attached as Addendum A, and shall submit the written report of the Treatment Services provided hereunder on a monthly basis that will reflect and allocate time spent in providing the Treatment Services. The Fellow shall sign the form and by doing so certify that the Treatment Services were performed in compliance with all the terms and conditions of this Agreement. In performing the Treatment Services, each Fellow agrees to be familiar with and to abide by all laws and regulations applicable to the Program and with applicable policies and practices established by the Program. The

Attachment: PSYCH - Hancock County Court - Medical Director and PSA - Addiction Fellows 7.1.21 (fully executed)(1062240.1) (8326 : Spread

Fellow's Treatment Services provided to the Program shall at all times be under the supervision of the Medical Director.

2.2 Medical Director Services. In addition to providing Fellows to provide the Treatment Services, School agrees to provide a faculty member to serve as Medical Director of the Program (the "Medical Director Services"). The scope of the Medical Director Services to be performed by the Physician serving as the Medical Director are set forth in Addendum B to this Agreement. School agrees that for the initial Term of this Agreement, it shall provide and cause Dr. Roy to serve as Medical Director. The Medical Director Services may be provided remotely or on site and shall not exceed 10 hours per month. The Medical Director shall describe and report time spent in providing the Medical Director Services pursuant to this Agreement using a form approved by County, a sample of which is attached as Addendum B-1, and shall submit the written report of the Medical Director Services provided hereunder on a monthly basis that will reflect and allocate time spent in providing the Medical Director Services. The Medical Director shall sign the form and by doing so certify that the Medical Director Services were performed in compliance with all the terms and conditions of this Agreement. The Medical Director agrees to be familiar with and to abide by all laws and regulations applicable to any Services provided hereunder and with applicable Program policies and practices. In the event Dr. Roy resigns or is terminated from directorship for any reason, County and School shall work together to agree on a Physician to serve as a replacement; however, County shall have the authority to make the final decision in appointing a Physician as the Medical Director.

3. ADDITIONAL SCHOOL RESPONSIBILITIES. School shall ensure that, before providing Services under this Agreement, Fellows and Medical Director are properly licensed by the Mississippi State Board of Medical Licensure and permitted by the federal Drug Enforcement Agency. Further, School shall ensure that Fellows and Medical Director have each obtained a DATA 2000 waiver and are able to prescribe buprenorphine under federal and state laws. School shall also ensure that Medical Director is board certified in addiction medicine or addiction psychiatry and that Fellows are board certified in a primary specialty and are currently training for eligibility for board certification in addiction medicine.

4. COMPENSATION TO SCHOOL. County shall pay School at the rate of $100.00 per hour for Treatment Services when Fellows are on-site and available to provide Treatment Services. Treatment Services must be documented and reported to County in accordance with the requirements of this Agreement. County shall pay School at the rate of $250.00 per hour for Medical Director Services. County shall also reimburse School's physicians for their travel to and from Program's clinic facility to provide the Services at a rate of $0.56 per mile. County shall reimburse School for the costs of obtaining the licenses and permits required under Section 3 of this Agreement.

Attachment: PSYCH - Hancock County Court - Medical Director and PSA - Addiction Fellows 7.1.21 (fully executed)(1062240.1) (8326 : Spread

Attachment: PSYCH - Hancock County Court - Medical Director and PSA - Addiction Fellows 7.1.21 (fully executed)(1062240.1) (8326 : Spread

5. COUNTY RESPONSIBILITIES. County shall operate the Program in accordance with all requirements of the Department of Justice grant. County shall be responsible for providing all components of the Program, other than the Treatment Services and the Medical Director Services. As part of the Program, County will provide treatment and administrative space and access to an electronic health record system for the use of the Fellows in providing the Treatment Services. County shall also be responsible for providing any personnel, other than the Fellows and the Medical Director, and supplies required to facilitate the Program.

6. TERM AND TERMINATION.

6.1 Term. The term of this Agreement shall be for three (3) years from the Effective Date ("Initial Term") unless terminated as provided herein or unless renewed by written agreement of the parties for an additional period prior to end of the Initial Term.

6.2 Breach. County or School may terminate this Agreement upon written notice to the other Parties in the event of another Party's breach of this Agreement if the breaching Party fails to correct or provide an adequate remedy for such breach within thirty (30) days from the receipt of written notice describing the breach.

6.3 Change in Laws. Notwithstanding any other provisions of this Agreement, if the governmental agency that administers the Program grant received by County or any other federal, state or local governmental agency passes, issues or promulgates any laws, regulations or rules that would prohibit, restrict or in any way materially change the availability of funds for Services rendered under this Agreement or that would render any material clause or provision hereunder illegal or void or that otherwise materially affects County's status under the Program grant or any Parties' rights or obligations hereunder, the Party adversely affected by such change in law may give the other Parties written notice of intent to amend this Agreement in a manner that is equitable to all Parties considering the original mutual intent of the Party and that will comply with the changed legal requirements or limitations, and the Parties shall negotiate in good faith to accomplish an equitable amendment. However, if agreement on the amendment is not reachable or if County no longer has grant funding for the Program, any Party shall have the right to terminate this Agreement thirty (30) days after such notice of intent to amend is given or immediately in the event that County no longer has grant funding for the Program.

6.4 Termination without Cure Period. County may terminate this Agreement as to a Fellow or Medical Director immediately by notice in writing to School and Fellow or Medical Director in the event the physician ceases to maintain the minimum qualifications or to comply with the warranties and representations set forth in Section 1 above. School or County may

terminate this Agreement immediately by notice in writing to the other party in the event County discontinues and ceases to operate the Program for a period reasonably estimated to last fifteen (15) days or more.

6.5 Convenience. County may terminate this Agreement in its entirety for convenience without penalty by giving the School at least one hundred and eighty (180) days' prior written notice. School may terminate this agreement in its entirety for convenience without penalty by giving the County at least one hundred and eighty (180) days' prior written notice. School may terminate physician's involvement in this Agreement for convenience without penalty by giving the County at least one hundred and eighty (180) days' prior written notice; however, in that event, School must provide a suitable replacement physician to serve as Fellow.

6.6 Effect of Termination. Termination or expiration of this Agreement shall not relieve any Party of any obligation to another Party in accordance with the terms of this Agreement with respect to Services furnished prior to such termination or with respect to obligations that are expressly stated as surviving termination.

7. ACCESS TO RECORDS. School acknowledges that County is subject to certain obligations to report on the use of grant funds to the Department of Justice and that County is required by 2 C.F.R. § 200.327 to permit the Department of Justice, federal Inspectors General, and the Comptroller General of the United States, or any of their authorized representatives, to access documents, papers, and other records pertinent to the grant. School shall retain any documents, papers, or other records which are pertinent to the Services or this Agreement for a period of three (3) years following the termination or expiration of this Agreement and shall, upon request by County, furnish copies of such documents, papers, or other records to County in a timely and reasonable manner.

8. CONFIDENTIALITY AND HIPAA REQUIREMENTS. All patient records and other information shall remain County's exclusive property and shall not be used or disclosed by School or its physician except in performance of this Agreement. The parties agree to comply with HIPAA laws to the extent applicable.

9. LIABILITY AND INSURANCE. The following provisions apply during the term of this Agreement, shall be deemed continuing, and shall survive its termination:

9.1 Indemnity by School. School shall indemnify and hold harmless County, its supervisors, employees or agents with respect to any claims, expenses (including reasonable attorney's fees), liability, fines or penalties to the extent arising out of (i) School's failure to comply with applicable laws and regulations or this Agreement, (ii) negligent acts or omissions of the Fellows or the Medical Director in the performance of Services under this Agreement or (iii) claims by Fellows or Medical Director for work related injuries or

Attachment: PSYCH - Hancock County Court - Medical Director and PSA - Addiction Fellows 7.1.21 (fully executed)(1062240.1) (8326 : Spread

occupational illness or for any type of workers' compensation or other employee benefits.

9.2 Indemnity by County. To the extent permitted by Mississippi law, County shall indemnify and hold harmless School, its directors, employees or agents with respect to any claims, expenses (including reasonable attorney's fees), liability, fines or penalties to the extent arising out of (i) County's failure to comply with applicable laws and regulations or this Agreement, or (ii) negligent acts or omissions of the County in the performance of Services under this Agreement .

9.3 Insurance of School and Physicians. School shall provide the County with a certificate of insurance certifying professional liability coverage of Fellows and Medical Director covering all acts and omissions of the physicians in the course of the performance of the Services covered by this Agreement, in coverage amounts not less than those typically required by the School for fellows and faculty members. Such insurance policies as required by this Section 9.2 shall provide the County with thirty (30) days' prior written notice of cancellation or of any material adverse change.

10. INDEPENDENT CONTRACTOR STATUS. It is acknowledged and understood that each physician is currently able to and intends to remain available to provide professional services outside of this Agreement. Each physician shall perform the Services pursuant to this Agreement as an independent contractor professional, and School shall be solely responsible for payments to or on behalf of each physician of all income and other taxes relating to compensation received by School for each physician's Services hereunder. School shall provide to County a completed Internal Revenue Service ("IRS") W-9 Form prior to receiving any payments under this Agreement, and County shall report all payments made to School for each physician's Services (including any expense reimbursements to the extent applicable) on an IRS Form 1099, which shall be provided to School, the IRS and State taxing authorities. Physicians shall not be entitled to any of the rights and privileges established for employees of the County, such as paid vacation days, insurance benefits or severance pay upon termination of the Agreement. It is further agreed that the County shall not exercise control over the professional judgment or methods used by any of the physicians in performing Services under this Agreement, so long as the Services are provided in accordance with the terms of this Agreement and with all applicable laws, rules and regulations.

11. COMPLETE AGREEMENT. Any prior agreement between County and School covering the Services is hereby terminated. This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior and collateral agreements or understandings with respect to the Services.

Attachment: PSYCH - Hancock County Court - Medical Director and PSA - Addiction Fellows 7.1.21 (fully executed)(1062240.1) (8326 : Spread

This Agreement covers all of the Services to be furnished to County by School or its physicians.

12. ASSIGNMENT AND SUBCONTRACTING; SUBSTITUTE. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto; provided, however, physicians and School shall not have any right to delegate or subcontract any obligations of physicians or School, and physicians and School shall not have any right to assign any of the rights hereunder to any third parties, without the prior approval of the County.

13. AMENDMENTS. No waiver, alteration, amendment or modification of any other provisions contained in this Agreement shall be binding unless in writing and signed by all Parties.

14. GOVERNING LAW AND VENUE. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Mississippi and all Parties consent to exclusive jurisdiction and venue for any disputes between the Parties arising out of this Agreement in Hancock County, Mississippi.

15. SEVERABILITY. It is agreed that if any clause or provision of this Agreement is held by any court to be illegal or void, the validity of the remaining portion of the Agreement shall not be affected, and the rights and obligations of the Parties shall be enforced as if the Agreement did not contain such illegal or void clauses, unless and until the Agreement is terminated in accordance with Section 6 above.

16. NOTICES. All notices required under this Agreement shall be hand delivered or transmitted by the sending Party to the receiving Party by certified or registered mail or overnight delivery service as follows:

Notice to School sent to:
Department of Psychiatry and Behavioral Sciences
Attn: Tara Desko
1440 Canal St. Suite 1000, Mailcode 8448
New Orleans, LA 70112

Notice to County sent to:
Hancock County Board of Supervisors
c/o Hon. S. Trent Favre
126 Court Street
Bay St. Louis, MS 39520

[Signatures appear on the following page.]

Attachment: PSYCH - Hancock County Court - Medical Director and PSA - Addiction Fellows 7.1.21 (fully executed)(1062240.1) (8326 : Spread

THIS AGREEMENT is signed and shall become effective as of the Effective Date.

HANCOCK COUNTY BOARD OF SUPERVISORS

By: Scott Ad
Name:
Title:

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

TULANE UNIVERSITY SCHOOL OF MEDICINE

By: _____
Name: L. Lee Hamm, III, MD
Title: SR VP & Dean 6/10/2021

By: _____

Laurie D. Norwick, MBA, CPA
Chief Executive Officer
Tulane University Medical Group

Date: 6-9-2021

Attachment: PSYCH - Hancock County Court - Medical Director and PSA - Addiction Fellows 7.1.21 (fully executed)(1062240.1) (8326 : Spread

ADDENDUM A

Fellow Treatment Services Coverage Monthly Detail Invoice Form

Month: _____ **Year:** _____

Day Covered	Coverage Hours Provided
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
TOTAL HOURS COVERED	
Times Hourly Rate	X $100.00
TOTAL DUE	

Fellow: _____ **Date:** _____

Approval: _____ **Date:** _____

Attachment: PSYCH - Hancock County Court - Medical Director and PSA - Addiction Fellows 7.1.21 (fully executed)(1062240.1) (8326 : Spread

ADDENDUM B

Medical Director Duties and Responsibilities

The duties of the Medical Director shall include the supervision of and responsibility for the work of the Fellows, ensuring that patients who are evaluated have adequate medical follow up, ensuring adequate communication of addiction medicine findings and recommendations with the multidisciplinary team, participation in planning that may affect the assessment and recommendations of court parents and availability in the case of emergencies.

Attachment: PSYCH - Hancock County Court - Medical Director and PSA - Addiction Fellows 7.1.21 (fully executed)(1062240.1) (8326 : Spread

ADDENDUM B-1

Program Medical Director Monthly Detail Invoice Form

Month: _____ **Year:** _____

Day Covered	Hours Provided	Description of Services
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
TOTAL HOURS COVERED		
Times Hourly Rate	X $250.00	
TOTAL DUE		

Medical Director: _____ **Date:** _____

Approval: _____ **Date:** _____

Attachment: PSYCH - Hancock County Court - Medical Director and PSA - Addiction Fellows 7.1.21 (fully executed)(1062240.1) (8326 : Spread

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICI

3036 Longfellow Drive
P.O. Box 2795
Bay St. Louis, MS 39521

Phone: 228.467.2770
Fax: 228.467.2720

comptonengineering.com

June 9, 2021

Hancock County Board of Supervisors
854 Hwy 90
Bay St. Louis, MS 39520

Re: T. S. Cristobal Repairs to Washington Street Outfall
Closeout Documents
(C.E. Job #: 220-041.002)

Dear Board Members:

Please find enclosed the following originals of the Closeout Documents for the above referenced project:

1. Substantial Completion Certificate
2. Final Payment Application and Certificate Signature Page
3. Payment Application No. 1 & Final
4. Contract Completion Certificate
5. Recommendation for Final Acceptance of Contract
6. Final Completion Inspection Report
7. Final Waiver of Lien
8. Consent of Surety to Payment
9. Summary Change Order No. 1

Once approved and signed, please return one copy of the above referenced Closeout Documents to our office for further handling.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Bob Escher, P.E.
Project Engineer

Enclosures

S:\Bay St Louis\0-PROJECTS\2020\220-041 - HCBOS - Monitoring Services for Permanent Non-Permanent TS Cristobal\220-041.002 - TS Cristobal Repairs to Washington Street Outfalls\Docs\Closeout Docs\Closeout Letter.doc

PASCAGOULA
BILOXI
BAY ST. LOUIS

Attachment: Closeout to Owner (8327 : Washington Street Outfall)

Certification of Substantial Completion

Electronic Format

OWNER ☐
ARCHITECT/ENGINEER ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

PROJECT:
(Name and Address)
T.S. Cristobal Repairs to
Washington Street Outfall

PROJECT NUMBER: 220-041.002

CONTRACT FOR: $38,197.18

CONTRACT DATE: March 15, 2021

TO OWNER:
(Name and Address)
Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, MS 39520

TO CONTRACTOR:
(Name and Address)
SCI, Inc.
13524 Old Hwy 67
Biloxi, MS 39532

DATE OF ISSUANCE: 5/12/2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Project is substantially complete and ready for use.

The WORK performed under this CONTRACT has been reviewed and found, to the Architect/ Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the WORK when the WORK or designation portion thereof is sufficiently complete in accordance with the CONTRACT DOCUMENTS so the OWNER can occupy or utilize the WORK for its intended use. The date of SUBSTANTIAL COMPLETION of the PROJECT or portion thereof designated above is hereby established as 5/12/21

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all WORK in accordance with the CONTRACT DOCUMENTS.

Robert A. Ficha 5-13-21
ARCHITECT/ENGINEER Date

06-2-21
CONTRACTOR Date
Todd Parker, General Manager, SCI, Inc.

The OWNER accepts the WORK or designated portion thereof as substantially complete and will assume full possession thereof at 12:00pm on May 12, 2021.

OWNER Date

S:\Bay St Louis\0-PROJECTS\2020\220-041 - HCBOS - Monitoring Services for Permanent Non-Permanent TS Cristobal\220-041.002 - TS Cristobal Repairs to Washington Street Outfalls\Docs\Closeout Docs\Certification of Substantial Completion.doc

Attachment: Closeout to Owner (8327 : Washington Street Outfall)

FINAL PAYMENT APPLICATION AND CERTIFICATE SIGNATURE PAGE

Dated: June 2, 2021

Project: T.S. Cristobal Repairs to Washington Street Outfall	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: T.S. Cristobal Repairs to Washington Street Outfall		Engineer's Project No.: 220-041.002
Contractor: SCI, Inc.		
Contractor's Address: 13524 Old Hwy 67 Biloxi, MS 39532		

I hereby acknowledge that this contract has been completed in substantial compliance with the items of the Agreement, Specifications and Plans. I, therefore, recommend acceptance of the work and processing of this final estimate as showing the total amount of money due to the Contractor in compliance with the terms of the Contract.

COMPTON ENGINEERING, INC., Engineer

By: Robert A. Eschen
Authorized Signature

Title: ENGINEER

Date: 6-2-21

HANCOCK COUNTY BOARD OF SUPERVISORS, Owner

By: _____
Authorized Signature

Title: _____

Date: _____

With the acceptance of this final payment, we, the Contractor, release the Owner and the Engineer and their Agents, from all claims and all liability to us, the Contractor, for all things done or furnished in connection with the Work, and every act of the Owner and others relating to, or arising, out of the Work.

SCI, Inc., Contractor

By: _____
Authorized Signature

Title: Todd Parker, General Manager, SCI, Inc.

Date: 06-02-21

Attachment: Closeout to Owner (8327 : Washington Street Outfall)

PAYMENT APPLICATION AND CERTIFICATE

INVOICE NO: 1 — TAX ID #: 64-0635970

APPLICATION NO: 1 — DATE: 5/10/2021

PERIOD: FROM 4/7/2021 TO 5/2/2021 — SHEET: 1 - 3

PROJECT: T. S. Cristobal Repairs to Washington Street Outfall

CONTRACTOR: SCI, Inc.

1. ORIGINAL CONTRACT SUM		$ 40,624.80
2. CONTRACT MODIFICATIONS APPROVED IN PREVIOUS PAY APPLICATIONS:		
ADDITIONS: $ -	DEDUCTIONS: $ -	
3. CONTRACT MODIFICATIONS APPROVED THIS PERIOD:		
(List Contract Modification Nos. 1)		
ADDITIONS:	DEDUCTIONS: $ 2,427.62	
4. NET CHANGE BY CONTRACT MODIFICATIONS (Sum of Lines 2 & 3)		$ (2,427.62)
5. REVISED CONTRACT AMOUNT: (Sum of Lines 1 & 4)		$ 38,197.18
6. TOTAL VALUE OF WORK TO DATE (Attached Payment Breakdown)		$ 38,197.18
7. PERCENT PROJECT COMPLETE: (Line 6 ÷ Line 5 x 100)		100%
8. PERCENT COMPLETION BY TIME: (Elapsed Days ÷ Contract Days x 100)		10%
9. MATERIALS ON HAND (Listing Attached)		$ -
10. PARTIAL PAYMENT UNDELIVERED EQUIPMENT (Listing Attached)		$ -
11. SUBTOTAL OF WORK AND MATERIAL (Sum of Lines 6, 9, & 10)		$ 38,197.18
12. LESS AMOUNT RETAINED (5%)		$ -
13. APPROVED RETAINAGE REDUCTION		$ -
14. TOTAL AMOUNT RETAINED TO DATE (Line 12 - Line 13)		$ -
15. SUBTOTAL OF DUE PAYMENT (Line 11 - Line 14)		$ 38,197.18
16. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Item 15 from Previous Application)		$ -
17. CURRENT PAYMENT DUE: (Line 15 - Line 16)		$ 38,197.18

The undersigned Contractor certifies that the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work which previous Certificates for Payments were issued and payments received from the Owner, and that the current payments shown herein is now due.

Contractor SCI, Inc. — By Todd Parker, General Mgr — Date 06-02-21

I HEREBY ACKNOWLEDGE THAT THE MATERIAL AND LABOR INVOLVED ON THE ABOVE ESTIMATE ARE CORRECT AND PAYMENT IS DUE THE CONTRACTOR.

Engineer COMPTON ENGINEERING, INC. — By Robert A. Fischer — Date 6-2-21

Attachment: Closeout to Owner (8327 : Washington Street Outfall)

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1
(SUMMARY CHANGE ORDER)

Item #	Description	Units	Unit Price	Bid Amount		Final Quantities		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
BASE BID									
1	Mobilization/Demobilization	LS	$3,693.20	1	$3,693.20	1	$3,693.20	0%	0.00
2	Remove and Re-Install Existing 36" Class III Reinforced Concrete Pipe	LF	$72.40	104	$7,529.60	104	$7,529.60	0%	0.00
3	New Pipe Anchor Assembly, Including Hardware	EA	$3,503.00	6	$21,018.00	6	$21,018.00	0%	0.00
4	New 36" Reinforced Concrete Pipe Class III	LF	$99.50	32	$3,184.00	0	$0.00	-100%	(3,184.00)
5	Erosion Control	LS	$5,200.00	1	$5,200.00	1	$5,200.00	0%	0.00
6	36" Reinforced Reinforced Concrete Pipe Rubber Gaskets	LS	$756.38	0	$0.00	1	$756.38	100%	756.38
			TOTAL BASE BID:		40,624.80		38,197.18		(2,427.62)

Attachment: Closeout to Owner (8327 : Washington Street Outfall)

CONTRACT COMPLETION CERTIFICATE

Dated: June 2, 2021

Project: T.S. Cristobal Repairs to Washington Street Outfall	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: T.S. Cristobal Repairs to Washington Street Outfall		Engineer's Project No.: 220-041.002
Contractor: SCI, Inc.		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 13524 Old Hwy 67 Biloxi, MS 39532		

Date Contract Executed: March 15, 2021	Type of Work: Removing and reinstalling a portion of the existing storm drainage system at Washington Street and North Beach Boulevard, described as follows: Remove and reinstall approximately 104 lf of existing 36" RCP including new rannck; and, constructing (6) six additional wood-timber, pipe-anchor systems. This project is intended to correct the separation of the existing storm drain culverts by removing and reinstalling the existing culverts at the current slope of the undisturbed portion of the existing storm drain system.
Date of Notice to Proceed: April 7, 2021	

This is to acknowledge that the work covered by the above described contract was completed by the contractor in accordance with final plans and specifications in a satisfactory manner and accepted by the Hancock County Board of Supervisors on the following date:

Date of Contract Completion: May 25, 2021

Remarks:

I acknowledge that the above listed project was essentially completed as programmed and in accordance with the procedures and standards contained in the Contract Documents.

Hancock County Board of Supervisors, Owner

By: _____
Authorized Signature

Title: _____

Date: _____

ONE YEAR INSPECTION

Approximately thirty days prior to May 12, 2022, the one-year anniversary of the date of Substantial Completion, the Design Professional, the Owner, and the Contractor shall conduct an inspection of the Project to determine any correction of the Work which may be required at that time.

Attachment: Closeout to Owner (8327 : Washington Street Outfall)

RECOMMENDATION FOR FINAL ACCEPTANCE OF CONTRACT

Dated: June 2, 2021

Project: T.S. Cristobal Repairs to Washington Street Outfall	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: T.S. Cristobal Repairs to Washington Street Outfall		Engineer's Project No.: 220-076.001
Contractor: SCI, Inc.		
Contractor's Address: 13524 Old Hwy 67 Biloxi, MS 39532		

The following persons were present during the inspection:

Engineer: Jim Heinzel
Owner: Brian Mollere
Contractor:
Economic Development Representative: N/A
Other: N/A

RECITAL: The work performed under this contract was inspected on 5/12/21 for the purpose of determining acceptability of construction. The Date of Acceptance is hereby established as 5/12/21.

Definition of the term "Date of Acceptance": The "Date of Acceptance" is the date which the Owner may occupy and/or use the facility for the purpose for which it is intended in accordance with the contract documents and all work for the facility has been completed with the exception of minor cleanup and minor corrective action as shown in the Architect/Engineer's list made during the final inspection.

Compton Engineering, Inc., Engineer

By: Robert A. Fischer
Authorized Signature

Title: ENGINEER

Date: 6-2-21

The Contractor agrees that the Date of Acceptance is also the date of commencement of all warranties required by the contract documents and that he/she, the Contractor, has released all liens on the project, including material men and mechanics liens or others filed by the Contractor. The Contractor will complete the work on the Engineer's list of minor cleanup and corrective work within one (1) day of the Date of Acceptance:

SCI, Inc., Contractor

By:
Authorized Signature

Title: Todd Parker, General Manager, SCI, Inc.

Date: 06-02-21

The Owner accepts the work as complete and will assume full possession thereof on 5/12/21.

Hancock County Board of Supervisors, Owner

By:
Authorized Signature

Title:

Date:

Attachment: Closeout to Owner (8327 : Washington Street Outfall)

FINAL COMPLETION INSPECTION REPORT

Dated: June 2, 2021

Project: T.S. Cristobal Repairs to Washington Street Outfall	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: T.S. Cristobal Repairs to Washington Street Outfall		Date of Contract: March 15, 2021
Contractor: SCI, Inc		Engineer's Project No.: 220-041.002

The work performed under this Contract has been inspected for Final Completion by the Engineer, Owner, and Contractor. All the work was found to be complete in accordance with the intent of the Contract Documents at the time of inspection and is recommended for final completion.

Robert A. Lochte — Executed by Engineer

6-2-21 — Date

Attachment: Closeout to Owner (8327 : Washington Street Outfall)

FINAL WAIVER OF LIEN

Dated: June 2, 2021

Project: T.S. Cristobal Repairs to Washington Street Outfall	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: T.S. Cristobal Repairs to Washington Street Outfall		Engineer's Project No.: 220-076.001

Contractor:
SCI, Inc.

Contractor's Address:
13524 Old Hwy 67

Biloxi, MS 39532

FOR VALUE RECEIVED, we hereby waive all rights and claims for lien on land and structures about to be erected, being erected, erected, altered, and to the appurtenances thereunto for the above referenced Project.

By SCI, Inc., Contractor

same being located in **HANCOCK COUNTY, MISSISSIPPI**, for all labor performed and for all material furnished for the erecting, construction, alteration or repair of said structures and appurtenances.

SCI, Inc., Contractor

By: _____
Authorized Signature

Title: Todd Parker, General Manager, SCI, Inc.

Date: 06-02-21

CONTRACTOR'S AFFIDAVIT

We hereby affirm that we have complied fully with the provisions and requirements of the Mississippi Statutes relative to the wage rate determination covering this project and that we have received evidence of compliance from each of our agents and subcontractors.

SCI, Inc., Contractor

By: _____
Authorized Signature

Title: Todd Parker, General Manager, SCI, Inc.

Date: 06-02-21

CONTRACTOR'S CERTIFICATION OF PAYMENT

We, SCI, Inc., (Contractor) do hereby certify that payments for all material and labor on T.S. Cristobal Repairs to Washington Street Outfall Project, for Hancock County Board of Supervisors (Owner), have been made in full and that there are no outstanding bills for labor or material on the project.

SCI, Inc., Contractor

By: _____
Authorized Signature

Title: Todd Parker, General Manager, SCI, Inc.

Date: 06-02-21

Attachment: Closeout to Owner (8327 : Washington Street Outfall)

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

Bond No. GS52800066

TO OWNER:
(Name and address)

Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, MS 39520

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: See Project Description Below:

CONTRACT DATED:

PROJECT:
(Name and address)

T.S. Cristobal Repairs to Washington Street Outfall

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202

, SURETY,

on bond of
(Insert name and address of Contractor)

SCI, Inc.
13524 Old Highway 67
Biloxi, MS 39532

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, MS 39520

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 2, 2021
(Insert in writing the month followed by the numeric date and year.)

The Gray Casualty & Surety Company
(Surety)

By: Amanda Jean Charfauros
(Signature of authorized representative)

Amanda Jean Charfauros Attorney-in-Fact
(Printed name and title)

Resident MS Agent / Fisher Brown Bottrell Insurance, Inc.

Attest:
(Seal):

Karlin Garrett
Karlin Garrett, Witness

THE GRAY CASUALTY & SURETY COMPANY
SEAL

Attachment: Closeout to Owner (8327 : Washington Street Outfall)

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Amanda Jean Charfauros**
on behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $10,000,000.

Surety Bond Number: GS52800066
Principal: SCI, Inc.
Obligee: Hancock County Board of Supervisors

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both **The Gray Insurance Company** and **The Gray Casualty & Surety Company** at meetings duly called and held on the 26th day of June, 2003.

"**RESOLVED,** that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and **The Gray Casualty & Surety Company** have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.

THE GRAY INSURANCE COMPANY SEAL

By:

Michael T. Gray
President, **The Gray Insurance Company**
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of **The Gray Insurance Company** and Vice President of **The Gray Casualty & Surety Company,** and Mark S. Manguno, Secretary of **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

LISA S. MILLAR NOTARY PUBLIC STATE OF LOUISIANA

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of June ,2021 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

Attachment: Closeout to Owner (8327 : Washington Street Outfall)

SECTION 00943-01
CHANGE ORDER NO. 1
(SUMMARY CHANGE ORDER)

Date of Issuance: June 2, 2021 Effective Date: May 12, 2020

Project: T. S. Cristobal Repairs to Washington Street Outfall	Owner: Hancock County Board of Supervisors	Date of Contract: March 15, 2021
Contract: T. S. Cristobal Repairs to Washington Street Outfall		Engineer's Project No.: 220-041.002

Contractor: SCI, Inc.

Contractor's Address: 13524 Old Hwy 67

Biloxi, MS 39532

The Contract Documents are modified as follows upon execution of this Change Order:

Description: See Attachment No. 1 to Change Order No. 1

Attachments: Attachment No. 1 to Change Order No. 1

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ■ Calendar days
	Substantial completion (days or date): July 6, 2021
$40,624.80	Ready for final payment (days or date): August 5, 2021
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): July 6, 2021
$40,624.80	Ready for final payment (days or date): August 5, 2021
Decrease as of this Change Order:	Change of this Change Order:
	Substantial completion (days or date): 0 days
($2,427.62)	Ready for final payment (days or date): 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): July 6, 2021
$38,197.18	Ready for final payment (days or date): August 5, 2021

RECOMMENDED:
By: Robert A. Compton
Engineer (Authorized Signature)
Date: 6-2-21

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Todd Parker, General Manager, SCI, Inc.
Date: 06-02-21

This Change Order (CO) constitutes full and mutual accord and satisfaction for all time and costs related to this change. By acceptance of this CO, the contractor hereby agrees that the modification is an equitable adjustment to the contract, and waives all right to file any future claims arising out of this change.

To be effective this CO must be approved by the Funding Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

Attachment: Closeout to Owner (8327 : Washington Street Outfall)

				Bid Amount		Current Application		% Complete	Overrun/Underrun
Item #	Description	Units	Qty.	Unit Price	Ext. Total	Qty.	Amount	Total-To-Date	Amount
1	Mobilization/Demobilization	LS	1	$ 3,693.20	$ 3,693.20	1	$ 3,693.20	100.00%	$ -
2	Remove and Re-Install Existing 36" Class III Reinforced Concrete	LF	104	$ 72.40	$ 7,529.60	104	$ 7,529.60	100.00%	$ -
3	New Pipe Anchor Assembly, including hardware	EA	6	$ 3,503.00	$ 21,018.00	6	$ 21,018.00	100.00%	$ -
4	New 36" reinforced concrete pipe Class III	LF	32	$ 99.50	$ 3,184.00		$ -		$ (3,184.00)
5	Erosion Control	LS	1	$ 5,200.00	$ 5,200.00	1	$ 5,200.00	100.00%	$ -
Change Order No. 1									
6	New Rubber Gaskets	LS	1	$ 756.38	$ 756.38	1	$ 756.38	100.00%	
	Total Base Bid				$ 41,381.18		$ 38,197.18	92.31%	$ (3,184.00)

COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICI

3036 Longfellow Drive
P.O. Box 2795
Bay St. Louis, MS 39521

Phone: 228.467.2770
Fax: 228.467.2720

comptonengineering.com

June 15, 2021

Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, MS 39520

Re: Replacement of Bridge No. 48 Bogue Houma Bayou
on Flat Top Road
(C.E. Job No.: 220-076.004)

Dear Board Members:

Attached please find a copy of the Certified Bid Tabulation for bids taken on June 6, 2021 at 10:00 a.m. for the above referenced project.

We have completed our evaluation and we recommend award to SCI, Inc in the amount of Five Hundred Seventy- Three Thousand, Nine Hundred Fifty-Seven Dollars and 60/100 ($573,957.60).

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC,

Brandy Strahin for
John Studstill

John J. Studstill, P.E.

JJS:bs

Attachment

PASCAGOULA

BILOXI

BAY ST. LOUIS

Attachment: Recommendation to Award (8328 : Bridge No. 48 Bogue Houma Bayou)

JOB # 220-076.004 - REPLACEMENT OF BRIDGE NO. 48 BOGUE HOUMA BAYOU ON FLAT TOP ROAD
BID OPENING-JUNE 6, 2021

				COR# 004939-MC	
				SCI, Inc	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
ROADWAY					
S-200-A	MOBILIZATION	1	L.S.	$55,000.00	$55,000.00
S-201-A	CLEARING & GRUBBING	1	L.S.	$1,150.00	$1,150.00
S-202-B	REMOVAL OF BRIDGE @ STA 5+02	1	UNIT	$47,150.00	$47,150.00
S-202-D	REMOVAL OF ASPHALT	988	SQ.YD.	$7.00	$6,916.00
S-203-A	UNCLASSIFIED EXCAVATION (FM)	292	CU.YD.	$9.20	$2,686.40
S-203-E	BORROW EXCAVATION (CONTRACTOR FURNISHED)(LVM)(CLASS 7)	256	CU.YD.	$14.00	$3,584.00
S-304-C	CRUSHED STONE (SIZE 610)	252	TON	$60.00	$15,120.00
S-403-A	HOT MIX ASPHALT (ST) (9.5 MM) (SURFACE)	127	TON	$150.00	$19,050.00
S-403-A	HOT MIX ASPHALT (ST) (19 MM) (BASE)	48	TON	$150.00	$7,200.00
	CRASH ATTENUATOR	4	EACH	$33,500.00	$134,000.00
S-618-A	MAINTENANCE OF TRAFFIC	1	L.S.	$3,600.00	$3,600.00
S-618-B	ADDITIONAL CONSTRUCTION SIGNS	0	SQ.FT.	$10.00	$0.00
S-621-C	4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (90 MILS)	1036	L.F.	$1.15	$1,191.40
S-621-E-1	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 MILS)	1036	L.F.	$1.15	$1,191.40
S-630-C	REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TYPE 3)	4	EACH	$100.00	$400.00
EROSION CONTROL					
901-S-212-A	AGRICULTURAL LIMESTONE	2.5	TON	$605.00	$1,512.50
S-212-B	COMMERCIAL FERTILIZER (13:13:13)	1.25	TON	$750.00	$937.50
S-212-F	AMMONIUM NITRATE	0.13	TON	$750.00	$97.50
S-214-A	SEEDING	1.25	ACRE	$905.00	$1,131.25
S-215-A	VEGETATIVE MATERIALS FOR MULCH	2.5	TON	$690.00	$1,725.00
S-233-A	TEMPORARY SILT FENCE (TYPE V) (AOS 0.15 - 0.84)	1076	LIN.FT.	$3.65	$3,927.40
907-237-A	WATTLES, 20"	200	LIN.FT.	$6.00	$1,200.00
BRIDGE					
S-803-A	TEST PILE	2	EA	$7,600.00	$15,200.00
S-803-B	CONVENTIONAL STATIC PILE LOAD TEST	0	EA	$4,000.00	$0.00
S-803-C	14" PRESTRESSED CONCRETE PILING	770	LF	$65.75	$50,627.50
S-806-A	19' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	12	EA	$3,940.00	$47,280.00
S-806-A	31' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	6	EA	$5,900.00	$35,400.00
S-806-C	19' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	4	EA	$4,050.00	$16,200.00
S-806-C	31' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	2	EA	$6,200.00	$12,400.00
S-806-G	PRECAST CONCRETE BARRIER RAIL	138	LF	$230.00	$31,740.00
S-806-I	31' PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	2	EA	$9,600.00	$19,200.00
S-806-J	31' PRECAST CONCRETE CAP, END UNIT, CONCRETE PILE	2	EA	$9,000.00	$18,000.00
S-806-M	9.25' PRECAST WING	4	EA	$1,050.00	$4,200.00
S-815-A	LOOSE RIP RAP (300 LB)	156	TONS	$86.00	$13,416.00
S-815-E	GEOTEXTILE UNDER RIP RAP, TYPE V, AOS 0.21 - 0.43	265	SY	$5.75	$1,523.75
	PROJECT TOTAL				**$573,957.60**

Attachment: Recommendation to Award (8328 : Bridge No. 48 Bogue Houma Bayou)

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVIC

3036 Longfellow Drive
P.O. Box 2795
Bay St. Louis, MS 39521

Phone: 228.467.2770
Fax: 228.467.2720

comptonengineering.com

PASCAGOULA
BILOXI
BAY ST. LOUIS

June 15, 2021

Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, MS 39520

Re: Replacement of Bridge No. SA23-002 on Anner Necaise Road
(C.E. Job No.: 220-076.006)

Dear Board Members:

Attached please find a copy of the Certified Bid Tabulation for bids taken on June 6, 2021 at 10:00 a.m. for the above referenced project.

We have completed our evaluation and we recommend award to Ellis Dozer Service, LLC in the amount of Five Hundred Sixty-One Thousand, Six Hundred Thirty-Four Dollars and 86/100 ($561,634.86).

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC,

Brandy Strahin for
John Studstill
John J. Studstill, P.E.

JJS:bs

Attachment

S:\Bay St Louis\0-PROJECTS\2020\220-076 - HCBOS - Task Order\220-076.006 - HCBOS - Bridge No. 2 Branch on Anner Necaise Road\Docs\Bid Opening Docs\Recommendation to Award.doc

Attachment: Recommendation to Award (8329 : Bridge No. SA23-002 Anner Necaise)

JOB # 220-076.006 - REPLACEMENT OF BRIDGE NO. SA23-002 ON
BID OPENING-JUNE 6, 2021

				COR# 19435-MC		COR# 004939-MC	
				Ellis Dozer Service, LLC		SCI, Inc	
ITEM NO.	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
ROADWAY							
S-200-A	MOBILIZATION	1	L.S.	$55,416.41	$55,416.41	$51,000.00	$51,000.00
S-201-A	CLEARING & GRUBBING	1	L.S.	$28,137.23	$28,137.23	$1,150.00	$1,150.00
S-202-B	REMOVAL OF BRIDGE @ STA 5+12	1	UNIT	$10,220.93	$10,220.93	$47,105.00	$47,105.00
S-202-D	REMOVAL OF ASPHALT	205	SQ.YD.	$12.45	$2,552.25	$7.00	$1,435.00
S-203-A	UNCLASSIFIED EXCAVATION (FM)	433	CU.YD.	$5.66	$2,450.78	$9.20	$3,983.60
S-203-E	BORROW EXCAVATION (CONTRACTOR FURNISHED)(LVM)(CLASS 7)	232	CU.YD.	$23.64	$5,484.48	$14.00	$3,248.00
S-304-C	CRUSHED STONE (SIZE 610)	388	TON	$66.71	$25,883.48	$60.00	$23,280.00
S-403-A	HOT MIX ASPHALT (ST) (9.5 MM) (SURFACE)	162	TON	$169.68	$27,488.16	$145.50	$23,571.00
S-403-A	HOT MIX ASPHALT (ST) (19 MM) (BASE)	44	TON	$214.93	$9,456.92	$145.50	$6,402.00
	CRASH ATTENUATOR	4	EACH	$32,026.78	$128,107.12	$33,500.00	$134,000.00
S-618-A	MAINTENANCE OF TRAFFIC	1	L.S.	$10,642.33	$10,642.33	$5,500.00	$5,500.00
S-618-B	ADDITIONAL CONSTRUCTION SIGNS	0	SQ.FT.	$10.00	$0.00	$10.00	$0.00
S-621-C	4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (90 MILS)	1388	L.F.	$1.13	$1,568.44	$1.15	$1,596.20
S-621-E-1	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 MILS)	1488.48	L.F.	$1.13	$1,681.98	$1.15	$1,711.75
S-630-C	REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TYPE 3)	4	EACH	$84.84	$339.36	$100.00	$400.00
EROSION CONTROL							
901-S-212-A	AGRICULTURAL LIMESTONE	2.5	TON	$593.88	$1,484.70	$605.00	$1,512.50
S-212-B	COMMERCIAL FERTILIZER (13:13:13)	1.25	TON	$735.28	$919.10	$750.00	$937.50
S-212-F	AMMONIUM NITRATE	0.13	TON	$735.21	$95.58	$750.00	$97.50
S-214-A	SEEDING	1.25	ACRE	$887.99	$1,109.99	$905.00	$1,131.25
S-215-A	VEGETATIVE MATERIALS FOR MULCH	2.5	TON	$678.72	$1,696.80	$690.00	$1,725.00
S-233-A	TEMPORARY SILT FENCE (TYPE V) (AOS 0.15 - 0.84)	1463	LIN.FT.	$6.33	$9,260.79	$3.65	$5,339.95
907-237-A	WATTLES, 20"	200	LIN.FT.	$5.82	$1,164.00	$6.00	$1,200.00
BRIDGE							
S-803-A	TEST PILE	2	EA	$6,179.06	$12,358.12	$7,200.00	$14,400.00
S-803-B	CONVENTIONAL STATIC PILE LOAD TEST	0	EA	$4,000.00	$0.00	$4,000.00	$0.00
S-803-C	14" PRESTRESSED CONCRETE PILING	525	LF	$62.64	$32,886.00	$65.00	$34,125.00
S-806-A	19' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	12	EA	$3,728.88	$44,746.56	$3,900.00	$46,800.00
S-806-A	31' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	6	EA	$5,532.41	$33,194.46	$6,000.00	$36,000.00
S-806-C	19' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	4	EA	$3,888.55	$15,554.20	$4,100.00	$16,400.00
S-806-C	31' PRECAST CONCRETE SLAB UNIT, 3.5' EXTERIOR	2	EA	$5,780.38	$11,560.76	$6,150.00	$12,300.00
S-806-G	PRECAST CONCRETE BARRIER RAIL	138	LF	$227.83	$31,440.54	$230.00	$31,740.00
S-806-I	31' PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	2	EA	$7,755.33	$15,510.66	$9,200.00	$18,400.00
S-806-J	31' PRECAST CONCRETE CAP, END UNIT, CONCRETE PILE	2	EA	$8,458.11	$16,916.22	$8,700.00	$17,400.00
S-806-M	9.25' PRECAST WING	4	EA	$1,166.00	$4,664.00	$1,050.00	$4,200.00
S-815-A	LOOSE RIP RAP (300 LB)	200	TONS	$77.89	$15,578.00	$78.00	$15,600.00
S-815-E	GEOTEXTILE UNDER RIP RAP, TYPE V, AOS 0.21 - 0.43	339	SY	$6.09	$2,064.51	$5.75	$1,949.25
	PROJECT TOTAL				**$561,634.86**		**$565,640.50**

*Denotes mathmetical error

Attachment: Recommendation to Award (8329 : Bridge No. SA23-002 Anner Necaise)

HANCOCK COUNTY

Hancock County Board of Supervisors
854 Hwy 90, Suite A
Bay St. Louis, MS 39520

Purchas

Fiscal Year 2021

The purchase order number SHALL be shown on all correspondence.

Purchase Order Number **210024**

Purchase Order Date **05/24/2**

Department **ROAD DEPARTME**

Bill To
Bookkeeping Dept.
854 Highway 90, Suite A
Bay St. Louis, MS 39520
P: 228-467-6012

Ship To RDDT
18382 HIGHWAY 43
KILN, MS 39556

All prices are FOB DESTINATION, unless otherwise stated.

Vendor 8616
3M COMPANY
P O BOX 844127
DALLAS, TX 75284-4127

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFEREN
		8616	20212790	Vic Johnson	

NOTES

R&B - Sign Dept

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRI
1	3M High Intensity Grade Prismatic Reflective Sheeting Yellow 3" x 50 yd For bright sticks (Caesar Necaise Bridge Project)	3.0000	EACH	$59.3744	$178.

364-301 · 5911
Bank - 8
Cash - 6

All orders must be shipped in full, no backorders accepted.

Approver Name: Robin Benoit

Approval Date: 05/24/2021

Robin Benoit
Purchase Clerk

Total Ext. Price $178.1

Purchase Order Total **$178.12**

Purchase Order Copy

Attachment: 3M Invoice 178.12 (8283 : Approve 3M Company Invoice for ERBRF Ceasar Necaise Bridge Replacement)

3M Invoice

Invoice Nbr	Invoice Date	Order Date	Payment Terms	Payment Due Date
9411491069	05/26/2021	05/24/2021	NET 30 DAYS	Received By 06/25/2021 178.12 USD
Bill of Lading Nbr	**Delivery Nbr**	**Shipment Date**	**Carrier**	**Customer PO Nbr**
CI20376	8055224963 CI20376	05/26/2021	UNITED PARCEL SERVICE INC	21002459

Ship to:
Account Nbr 26425405
HANCOCK COUNTY
MAINTENANCE OFFICE
18382 HIGHWAY 43
KILN MS 39556-8516

Bill to:
Account Nbr 42455428
COUNTY OF HANCOCK
854 HIGHWAY 90, STE A
BAY ST LOUIS MS 39520-2701

Obligor:
Account Nbr 42455428
COUNTY OF HANCOCK
854 HIGHWAY 90, STE A
BAY ST LOUIS MS 39520-2701

Sold to:
Account Nbr 42455428
COUNTY OF HANCOCK
854 HIGHWAY 90, STE A
BAY ST LOUIS MS 39520-2701

3M Contact: 3M TRAFFIC SAFETY CUSTOMER SERVICE
Phone: 8005531380
Email: 3msupport.tcentral.US@mmm.com
Incoterms: DAP NAMED PLACE
3M Order Nbr: 4013788527

Ship From: 1008 BROWNWOOD, TX
Shipment Nbr: 6115795343
Pro/Parcel Tracking Nbr: 1Z7715120373228573
Mark For: COUNTY OF HANCOCK

Cust Line Nbr 3M Line Nbr	3M ID UPC Catalog ID Material Ordered	Product Description	Qty UOM	Unit Price	Amount
100 10	7000149507 00689330161041 -- 7000149507	3M™ High Intensity Grade Prismatic Reflective Sheeting, 3931, Yellow, 3 in x 50 yd XR181641774	3 CV	59.3744	178.12

Please remit payment to:
3M Company
P.O. Box 844127
Dallas TX 75284-4127

Payment Ref: 9411491069

Financial EDI payment to:
JP Morgan Chase
ABA 021000021 3M Account 777180746

Invoice Value	178.12
Special Charges / Allowances Total	0.00
Freight Total	0.00
Tax Total	0.00
Invoice Total	178.12
Currency	USD

Order is subject to 3M terms and conditions of sale, available at www.go.3m.com/terms-and-conditions
3M Company, 3M Center, St Paul, MN 55144-1000, (651)733-1110, Federal ID Tax No. 41-0417775

364-301-5911

Attachment: 3M Invoice 178.12 (8283 : Approve 3M Company Invoice for ERBRF Ceasar Necaise Bridge Replacement)

State of Mississippi
TATE REEVES
Governor
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
STEPHEN C. McCRANEY
EXECUTIVE DIRECTOR

June 1, 2021

Maureen Anderson
Hancock County BOS
854 Highway 90, Suite A, Room 125
Bay St. Louis, MS 39520

Dear Ms. Anderson:

SUBJECT: FEMA-4576-DR-MS, HANCOCK COUNTY BOS, FIPS# 045-99045-00
Obligation Notification
Project Worksheet (PW) No: **00130(0)**
Obligated Amt: $745,641.88
New PW Total: $745,641.88

The Federal Emergency Management Agency (FEMA) recently obligated one or more of your Project Worksheets; a copy is attached. This/these PW(s) and related documents describe the scope of work and funding amount obligated for disaster damages as a result of the declared event. Please compare each attached obligated PW with the previously provided Project Worksheet for the change(s) made during FEMA's review.

In accordance with Title 44 Code of Federal Regulations Section 206.206, you have the right to appeal any FEMA determination. The appeal must be submitted in writing within 60 days of FEMA's determination, contain documentation supporting your position, and include a statement regarding the amount of funds in dispute. The appeal must also cite the applicable provisions of the Federal law, regulation and/or policy with which you believe FEMA's determination is inconsistent. The appeal must be processed through the Mississippi Emergency Management Agency and should be sent to the following address:

Mr. Stephen C. McCraney, Executive Director
Mississippi Emergency Management Agency
P. O. Box 5644
Pearl, MS 39288
Attention: John M. "Mike" Siler, Office of Public Assistance

Attachment: Obligation (8281 : Spread Zeta Project Obligations for Street Signs and McLeod Park Debris Removal.)

As the recipient of public funds, you are subject to an audit by the State of Mississippi and the Department of Homeland Security (DHS) Office of the Inspector General (OIG) for any and all projects funded by MEMA and FEMA. You must therefore maintain accurate records of disaster costs for a period of three years from the date your application has been closed.

If you have any questions or require further information, please contact Diane Sager, Bureau Director at 228-234-4835.

Sincerely,

John M. "Mike" Siler
Director, Office of Public Assistance

Enclosure

Attachment: Obligation (8281 : Spread Zeta Project Obligations for Street Signs and McLeod Park Debris Removal.)

PA-04-MS-4576-PW-00130(0) P	
Applicant Name:	Application Title:
HANCOCK (COUNTY)	172597 - County Wide Debris Cleanup
Period of Performance Start:	Period of Performance End:
12-31-2020	06-30-2021

Bundle Reference # (Amendment #)	Date Awarded
PA-04-MS-4576-PW-00130(90)	05-27-2021

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER					PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4576	-	DR	-MS	172597	045-99045-00	05-26-2021	A

APPLICANT: HANCOCK (COUNTY)	WORK COMPLETE AS OF: 05-26-2021 : 100 %
Site 1 of 1	
DAMAGED FACILITY: Damage #440105; Debris Cleanup county wide	COUNTY: Hancock

LOCATION:	LATITUDE:	LONGITUDE:
PA-04-MS-4576-PW-00130(0): COUNTY WIDE COUNTY WIDE, Mississippi 39556 Current Version:		

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-04-MS-4576-PW-00130(0):
The Disaster #4576DR, which occurred between 10/28/2020 and 10/29/2020 , caused:

Damage #440105; Debris Cleanup county wide

During the incident period 10/28/2020 through 10/29/2020, Hurricane Zeta deposited the following debris throughout Hancock County Board of Supervisors. Vegetative, and construction and demolition debris was blocking public roads and right-of-ways.

- County-Wide, a Public ROW, 53,975 Cubic Yard of Vegetative Debris. The work was completed between 12/2/2020 and 4/9/2021 by both Force Account and Contract, with a permit.

- County-Wide, a Public ROW, 10,545 Cubic Yard of Construction and Demolition Debris. The work was completed between 12/2/2020 and 4/9/2021 by both Force Account and Contract, with a permit.

- County-Wide, a Public ROW, 1 each of Stumps. The work was completed between 12/2/2020 and 4/9/2021 by Force Account, with a permit.

Current Version:

SCOPE OF WORK:

PA-04-MS-4576-PW-00130(0):
440105 Debris Cleanup county wide
Work Completed

The applicant utilized force account labor, equipment, and contracts for debris removal operations throughout Hancock County between 12/2/20 and 4/9/21.

The cost share for this project is 75%.

The final disposal location is King's Landfill on Rifle Range Rd, Bay St. Louis, MS 39520 (30.316704, -89.496161). Permit #24030

Attachment: Obligation (8281 : Spread Zeta Project Obligations for Street Signs and McLeod Park Debris Removal.)

Public Works

A. Removed and hauled off 1 stump to the final disposal location

1. Force Account Labor (RT): $337.08, 5 Employees, 15 HRS
2. Force Account Equipment: $545.55, 8 PCS, 18 HRS

Contract

A. Removed and hauled off 53,975 CY of vegetative debris to the final disposal location

B. Removed and hauled off 10,545 CY of construction and demolition debris to the final disposal location

1. Contract (Debris Removal): $590,734.14
2. Contract (Debris Monitoring): $154,025.11

Work Completed Totals

1. Force Account Labor (RT): $337.08, 5 Employees, 15 HRS
2. Force Account Equipment: $545.55, 8 PCS, 18 HRS
3. Contract (Debris Removal): $590,734.14
4. Contract (Debris Monitoring): $154,025.11

Work Completed Total: $745,641.88

Unit Cost (Less Monitoring Cost): $591,616.77 / 64,520 CY = $9.17 / CY

Total Damage Inventory: $745,641.88

Project Notes:

1. All costs associated with this project have been validated. See attachment, "Project 172597 – Validation Summary Sheet".
2. All procurement documents attached have been reviewed. See attachments, "4576DR-MS - Procurement Policy.pdf", "Invitation to Bid.pdf", "Zeta Debris Bid Tabulation.pdf", "Zeta Debris Bid Tab - Rebid.pdf", "ZETA Emergency Debris Removal Bid Specifications.pdf", and "20201110 - Selection Committee Talley Scoring Sheet.pdf".
3. Payroll policy has been provided and reviewed. See attachment, "Handbook - FINAL - Accepted July 13, 2016.pdf".
4. The FAE HRS exceeded the FAL HRS because of the use of a trailer.
5. No root balls were removed on this project.
6. No burning occurred on this project.
7. No work was performed in waterways.
8. By submitting straight time force account labor costs; the applicant has elected to participated in the Alternative Procedures for Debris Removal.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☑ No	Special Considerations included? ☐ Yes ☑ No
Hazard Mitigation proposal included? ☐ Yes ☑ No	Is there insurance coverage on this facility? ☐ Yes ☑ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST

Attachment: Obligation (8281 : Spread Zeta Project Obligations for Street Signs and McLeod Park Debris Removal.)

		*** Version 0 ***			
		Work Completed			
1	9008	Equipment	1/LS	$ 545.55	$ 545.55
2	9226	Force Account Labor (Straight Time) - Debris Removal	1/LS	$ 337.08	$ 337.08
3	9231	Contract - Debris Removal	1/LS	$ 590,734.14	$ 590,734.14
4	9232	Contract - Debris Monitoring	1/LS	$ 154,025.11	$ 154,025.11
				TOTAL COST	$ 745,641.88

PREPARED BY Mal J Hooker	TITLE PDMG	SIGNATURE
APPLICANT REP. Maureen Anderson	TITLE Grant Administrator	SIGNATURE

Applicant Copy

Attachment: Obligation (8281 : Spread Zeta Project Obligations for Street Signs and McLeod Park Debris Removal.)

HANCOCK COUNTY BOARD OF SUPERVISORS

PUBLIC NOTICE

The Hancock County Board of Supervisors will hold a Workshop regarding County Projects for Local Fiscal Recovery Funds
to be held on
Thursday, June 24, 2021 at 3:30 p.m.

At the
Board of Supervisors Meeting Room
854 Highway 90
Bay St. Louis, MS 39520

The Board Of Supervisors Of Hancock County.

(SEAL)

By: /s/ Valerie Fitts

Deputy Clerk
1t, June 18, 2021

Attachment: Public Notice (8359 : Spread Public Notice for Workshop)

ESTIMATE

Hancock county
Ms.

(228) 493-1582

Acme Co.

Email: jwcenterprise7@aol.com

Estimate # 000176
Date 06/15/2021

Description	Total
Basketball court 62x36 form, pour and finish with a perimeter footing. Material and labor	$12,610.80

Subtotal	$12,610.80
Total	**$12,610.80**

Hancock county

Attachment: 20210621 - Quotes for Basketball Court (8346 : Approve construction of basketball court at the Leetown Playground)

KING CONCRETE

66 Fiber Street Bay St Louis, MS 39520 228-216-4322

Hancock County Parks
Leetown Basketball Court

Description	Price
Form, Pour and Finish 62' x 36' slab 4" thick w/ 10" x 10" footing. 3000 psi concrete w/ fiber mesh and sawcut joints w/ light broom finish. Labor and materials	$ 13,725
Total	$ 13,725

Attachment: 20210621 - Quotes for Basketball Court (8346 : Approve construction of basketball court at

BSN SPORTS

PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Quote

Quote #: 21290347
Purchase Order #: Candi Fricke-Gooseneck sy
Cart Name:
Quote Date: 06/16/2021
Quote Valid-to: 07/30/2021
Payment Terms: NT30
Ship Via:
Ordered By: Candi Fricke

Contact Your Rep
Brian Luna Email:**bluna@bsnsports.com** | Phone:**972 406 7111 x67111**

Sold to
1320013
HANCOCK COUNTY
BOOKKEEPING DEPT
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS MS 39520

Ship To
2728716
McLeod Park
Attn: Kevin Ladner
8100 Texas Flat Rd
KILN MS 39556

Payer
1320013
HANCOCK COUNTY
BOOKKEEPING DEPT
854 HIGHWAY 90, SUITE A
BAY SAINT LOUIS MS 39520

Item Description	Qty	Unit Price	Total
4' GOOSENECK W/STANDARD RIM-PAINT BRD Item # - PR50054	2 EA	$ 1,223.59	$ 2,447.18

Please Note: QT reflects discounted Bid pricing per State of Mississippi

Bid Contract #8200032213 with FREE shipping.

Subtotal:	$2,447.18
Other:	$0.00
Freight:	$0.00
Sales Tax:	$0.00
Order Total:	$2,447.18
Payment/Credit Applied:	$0.00
Order Total:	**$2,447.18**

BSN SPORTS Terms and Conditions apply to all of your orders with us and our affiliates. At any time, these terms and conditions can be found at www.bsnsports.com\terms

Check your quote at www.bsnsports.com/?&ProgramID=21290347&zip=39556

Attachment: 20210621 Basketball equipment quote (8346 : Approve construction of basketball court at the Leetown Playground)

Zoom

OUTDOOR GOOSENECK SYSTEM

✓ In Stock DS Ships Truck

☆ ☆ ☆ ☆ ☆ Be the first to review this product

5' Extension w/Double Rim & Chain Net SKU# PRS0059	Qty		$1,639.99 each
4' Extension w/Double Rim & Chain Net SKU# PRS0058	Qty		$1,459.99 each
5' Extension w/Standard Rim & Nylon Net SKU# PRS0055	Qty		$1,599.99 each
4' Extension w/Standard Rim & Nylon Net SKU# PRS0054	Qty		$1,419.99 each
5' Extension w/Breakaway Rim & Nylon Net SKU# PRS0057	Qty		$1,619.99 each
4' Extension w/Breakaway Rim & Nylon Net SKU# PRS0056	Qty		$1,439.99 each

Flyer ? Add To Cart

+ Wishlist + Compare Print Email

DETAILS | ADDITIONAL INFORMATION | WARRANTY | REVIEWS | TAGS

- These units are built to withstand the heavy duty use of your outdoor playground
- The goal, backboard and one-piece post bolt together forming a single solid unit
- Available with 4' safe play area with 4.5" O.D. galvanized steel gooseneck pole or 5' safe play area with 4.5" O.D. galvanized steel gooseneck pole
- Cast fan-shaped aluminum backboard with continuous reinforcing ribs
- White powder coated 54" x 39" board with shooters target
- Choose from 3 rim options: Double rim with Chain Net, Standard rim with Nylon net or Breakaway Goal with Nylon Net
- Goal mount centers 5" x 5"

Limited Lifetime Warranty

Attachment: 20210621 Basketball equipment quote (8346 : Approve construction of basketball court at the

TWIN DISTRICTS WORKFORCE DEVELOPMENT AREA
WORK EXPERIENCE WORKSITE AGREEMENT

This Agreement is made between (1) Youth Provider, hereafter called **SMPDD/TDWDA**, (2) Staffing Agency, hereafter called **SIRIUS Technical Services**, and (3) _____ hereafter called **WORKSITE.** These parties agree that the **WORKSITE** shall provide meaningful work experience and supervision to participant(s) in accordance with the General Assurances and the Job Description which are part of this agreement.

WORKSITE INFORMATION	Company Name:		
	Address:		
	City, State, Zip Code:		
	Contact Person:		
	Contact Person Phone Number:		
	Contact Person Email:		
	Employer Hours of Operation:		
	Location of Training Facility:		
WORK EXPERIENCE INFORMATION	TRAINING OCCUPATIONS	NUMBER OF PARTICIPANTS	SUPERVISOR'S NAME

Please list the main duties that the youth participants will perform (you may attach a job description in lieu of completing this information).

Please list the work experience that the participants will gain to make them more marketable for future employment.

SIRIUS Technical Services Authorized Rep's Signature	Print Name and Title	Date
Worksite Authorized Representative's Signature	Scotty Adam Board President	6-11-2021
SMPDD Youth Program's Authorized Signature	Print Name and Title	Date

BOARD OF SUPER... HANCOCK COU...

SMPDD/TDWDA is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Those needing TTY assistance may call 800-582-2233.

Attachment: 20210607 - SMPDD Workforce Innovation & Opportunity Agreement (8290 : Spread County Attorney's Approval of the SMPDD Twin

SMPDD-TDWDA WORKSITE AGREEMENT
General Assurances

- The **WORKSITE** agrees to provide constructive and meaningful work experience for the youth participant as follows and ensures that:

1. Each **WORKSITE** supervisor shall receive a supervisor orientation led by **SMPDD.**
2. The participant duties and activities are described in this agreement.
3. The **WORKSITE** shall provide the participant with an orientation to the requirements of the job, work rules, expectations, hours of work, and any other special requirements of the **WORKSITE.**
4. The **WORKSITE** will provide a sufficient quantity of work/training to fully occupy the participant.
5. The **WORKSITE** shall be committed to mentoring the participant so that the participant will understand the overall importance of the work.
6. The **WORKSITE** will provide all necessary materials, supplies, and equipment for the purpose of completing assigned tasks.
7. The **WORKSITE** will properly supervise participants performing its work and be responsible for its business operations, products, services, and intellectual property.
8. Additionally, the **WORKSITE** must properly control and safeguard its premises, processes, or systems and not permit participants to operate a vehicle or mobile equipment, or entrust them with unattended premises, cash/ checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without **SMPDD's** and **SIRIUS Technical Services'** express written approval or as strictly required by the job description provided. No changes to participant's job duties are allowed without **SMPDD** and **SIRIUS Technical Services'** prior written approval.
9. The **WORKSITE** supervisor will notify **SMPDD and SIRIUS Technical Services** immediately of: poor performance and behavior, irregular or lack of attendance, and injury on the job.
10. **SIRIUS Technical Services** is responsible for workers compensation. In the event of an injury, **WORKSITE** supervisor is to immediately report the accident to **SMPDD** and Scott Hotard at scott.hotard@siriustechnical.com (cell 251-234-7161) or Linda Bailey at linda.bailey@siriustechnical.com (phone 251-433-1166 extension 102 during working hours or 251-751-0200 after working hours) with **SIRIUS Technical Services.**
11. The **WORKSITE** will treat the participant as a regular employee. The worksite supervisor may not dismiss the participant from the program, but may request **SMPDD** remove the participant from the worksite. If a problem occurs, notify **SMPDD** immediately.
12. The **WORKSITE** agrees to provide supervision and instruction to the participant when using equipment and tools necessary to perform the job.
13. Accurate time and attendance records are submitted to **Sirius Technical Services** on a weekly basis. The hours approved by the **WORKSITE** supervisor must only reflect actual hours that the participant worked.
14. The **WORKSITE** will perform evaluations on each participant and submit to **SMPDD** (evaluations provided by **SMPDD**).
15. As the direct supervisor of the participant, the **WORKSITE** Supervisor is responsible for auditing and approving the hours worked by the employee/participant. These hours must be submitted by the participant and approved by the supervisor no later than each Monday for the previous week. Do not share your user name and password that approves timecards for **SIRUS** WebCenter.
16. **WORKSITE** supervisors must be an employee of **WORKSITE**, not volunteers.
17. Any questions regarding participant hours worked should be directed to Linda Bailey, Accounting Manager at linda.bailey@siriustechnical.com (phone 251-443-1166 ext 102 or

Attachment: 20210607 - SMPDD Workforce Innovation & Opportunity Agreement (8290 : Spread County Attorney's Approval of the SMPDD Twin

SMPDD-TDWDA WORKSITE AGREEMENT
General Assurances

Brandi Gilmore, Payroll Account Coordinator at brandi.gilmore@siriustechnical.com (phone 251-443-1166 ext. 106) in order to work together with **SMPDD** to ensure participant/employee is paid for the correct hours worked.

- **MONITORING:** The **WORKSITE** understands that the **SMPDD, Twin Districts Workforce Development Area, SIRIUS,** or any other such related agencies may monitor the worksite to ensure compliance with rules and regulations.

- **EMPLOYEE DISPLACEMENT/ REPLACEMENT:** No participant shall displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee. In addition, a participant may not replace an unsubsidized employee that has been laid off or terminated.

- **WORKERS COMPENSATION: SIRIUS** is responsible for job related injuries to the participant and will provide insurance through Workers Compensation. The **WORKSITE** supervisor MUST contact **SIRIUS** and **SMPDD** immediately upon a workplace injury of a participant.

- **HEALTH AND SAFETY:** No participant will be permitted to work or train in buildings or surroundings under working conditions that are unsanitary, hazardous, or dangerous to the participant's health or safety. Participants must be provided with a safe work site and appropriate information/training and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site.

- The **WORKSITE** agrees to maintain a drug free workplace and compliance with OSHA.

- The **WORKSITE** agrees to compliance with Child Labor Laws and age laws of the Fair Labor Standards Act (FLSA).

- **INAPPROPRIATE ACTIVITIES:** No participant will be placed in unapproved activities. If participants are found to be placed in unapproved activities, the participant will be immediately removed from the worksite. The **WORKSITE** will assume full responsibility and liability for the participant placed in the unapproved activity.

- No participant will be allowed to work on construction sites, swimming pool, aquarium, zoo, places of religious worship, welding jobs, or on the water.

- Participants are prohibited from direct supervision of minors.

- **NEPOTISM:** No participant may be placed in a work experience activity where an immediate family member is the supervisor.

- **DISCLOSURE OF CONFIDENTIAL INFORMATION:** The **WORKSITE** agrees to maintain the confidentiality of any information regarding the participants, which may be obtained through application forms, interview, tests, **SMPDD, SIRIUS Technical Services,** or any other source.

SMPDD/TDWDA is an equal opportunity Worksite/ program. Auxillary aids and services are available upon request to individuals with disabilities. Those needing TTY assistance may call 800-582-2233.

Attachment: 20210607 - SMPDD Workforce Innovation & Opportunity Agreement (8290 : Spread County Attorney's Approval of the SMPDD Twin

SMPDD-TDWDA WORKSITE AGREEMENT
General Assurances

- **EQUAL OPPORTUNITY:** The Worksite agrees not to discriminate against any participant because of age, sex, race, creed, color, religion, political belief or affiliation, sex, national origin, or disability.

- The **WORKSITE** agrees to comply with the rules and regulations of the Workforce Innovation and Opportunity Act, The Twin Districts Workforce Development Area, **SMPDD** and **SIRIUS.**

- **TERMINATION OF WORKSITE AGREEMENT:** The worksite agreement may be terminated conjointly by **SMPDD** and **SIRIUS** when, for any reason, it is determined that such termination is in the best interest of the program. Termination may also occur when it has been determined that the **WORKSITE** has failed to provide any of the training specified or failed to comply with any of the provisions contained in the **WORKSITE AGREEMENT.**

- **CONFLICT OF INTEREST:** This agreement is subject to the Twin Districts Workforce Development Area Conflict of Interest Policy which states that any representative of an entity that has oversight of TDWDA funds shall not enter into a contract or agreement involving the said funds. This prohibition applies to all private sector individuals and entities, regardless of whether the individual or entity is operating a not for profit business, who serves on a TDWDA board or committee. The prohibition does not extend to representatives of public entities or the public sector.

- **SMPDD** and **SIRIUS** will have the right to visit the worksite for observation and monitoring.

- **SMPDD** and **SIRIUS** will provide the **WORKSITE** with instructions, procedures, and forms necessary for program operation.

WORKSITE AUTHORIZED SIGNATURE: _____

JOB TITLE: County Administrator

DATE: 6/11/21

APPROVED BY: _____

DATE: _____

SMPDD/TDWDA is an equal opportunity Worksite/ program. Auxiliary aids and services are available upon request to individuals with disabilities. Those needing TTY assistance may call 800-582-2233.

Attachment: 20210607 - SMPDD Workforce Innovation & Opportunity Agreement (8290 : Spread County Attorney's Approval of the SMPDD Twin

TWIN DISTRICTS WORKFORCE DEVELOPMENT AREA

SOUTHERN MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT

CERTIFICATION OF RECEIPT

OF

WORK SITE SUPERVISOR ORIENTATION MANUAL

Name of Work Site _____

This is to certify that I have received, read and understand the rules, regulations, and instructions contained in this orientation manual.

_____ _____

Work Site Supervisor's Signature Date

_____ _____

Staff Signature Date

Attachment: 20210607 - SMPDD Workforce Innovation & Opportunity Agreement (8290 : Spread County Attorney's Approval of the SMPDD Twin

JOB DESCRIPTION

COMPANY NAME:

Division/Department

Location

Job Title

Reports to *Title*

Type of position:

☐ Part-time

Hours 29 / week

☐ Nonexempt

GENERAL DESCRIPTION

WORK EXPERIENCE REQUIREMENTS

EDUCATION REQUIREMENTS

EMPLYEE SIGNATURE:

DATE:

Attachment: 20210607 - SMPDD Workforce Innovation & Opportunity Agreement (8290 : Spread County Attorney's Approval of the SMPDD Twin

Southern Mississippi Planning and Development District
Twin Districts Workforce Development Area

MONITORING REPORT

Name of Employer: _____

Individual Contacted: _____

Date of Monitoring Visit: _____

Total Number Placed	Total Currently Working	Total Participants Interviewed

Yes	No	
		Does the worksite maintain a Worksite Agreement?
		Were participants observed performing the tasks that they were hired to do? If not, explain in the comment section.
		Did any participants you interviewed have any issues that may need immediate attention? If the participant had issues please explain in comments section.

Comments:

SMPDD/TDWDA is an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. Those needing TTY assistance may call 800-582-2233.

Attachment: 20210607 - SMPDD Workforce Innovation & Opportunity Agreement (8290 : Spread County Attorney's Approval of the SMPDD Twin

BAY ST LOUIS-WAVELAND SCHOOLS Check Date 3/9/2021 Check No

P.O. No.	Claim No.	Invoice No.	Invoice Amount	Description
28674	47941	1119	$33,505.00	PLAYGROUND EQUIPMENT
		Total Invoices:	$33,505.00	
		Total Check:	$33,505.00	

3/9/2021 798

THIRTY THREE THOUSAND FIVE HUNDRED FIVE AND 00 / 100 DOLLARS

$33,505.00

PELICAN PLAYGROUNDS, LLC
155 ROBERT ST #242

SLIDELL LA 70458

Sandra Reed

Attachment: 20210621 - PELICAN CHECK for Playground Equipment (8350 : Discussion regarding MOU and Waveland Elementary School

Pelican Playgrounds
155 Robert Street #242
Slidell, LA 70458 US
504-909-6544
info@pelicanplaygrounds.com
www.pelicanplaygrounds.com

Invoice 1119

PO 08674

BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
Joann Mestayer Waveland Elementary School 1101 St Joseph St Waveland, MS 39576	Joann Mestayer Waveland Elementary School 1101 St Joseph St Waveland, MS 39576	02.02.2021	$33,505.00	03.04.2021

REP	REP EMAIL	REP DIRECT PHONE #
Lauren Knight	lknight@pelicanplaygrounds.com	15049096544

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOU
	Equipment	Playground Equipment w/ Discount: Single post swing w/ 2 belt seats ; Shade Structure 20x24x10; Sale Structure 350-1923	1	21,060.00	21,060.0
	Engineered Wood Fiber	Engineered Wood Fiber to meet Critical Fall Heights	1	3,245.00	3,245.0
	Border Timbers	Containment borders	1	2,000.00	2,000.0
	Freight Shipping	Freight for Equipment and Borders	1	3,800.00	3,800.0
	Community Build	Volunteer Supervisor for duration of the project w/ equipment and materials provided by Waveland Elementary (Adjusted invoice amount to account for community build level)	0.5913043	5,750.00	3,400.0

The playground area, including the space under and around all equipment, must be covered with an impact-absorbing safety surfacing. Pelican Playgrounds can provide quotes for safety surfacing and surfacing installation.

For your convenience, we accept credit card payments with an additional 3% transaction fee. Ask us to email you with the link to pay if you'd like that option.

TOTAL DUE $33,505.00

THANK YO

FIXED ASSETS

2953-5200-737-16

PAID

MAR 09 2021

BY:

Attachment: 20210621 - PELICAN Invoice for Playground Equipment (8350 : Discussion regarding MOU and Waveland Elementary School

Attachment: 20210621 - PELICAN Invoice for Playground Equipment (8350 : Discussion regarding MOU

BAY
200 N. SECOND STREET BAY ST LOUIS MS 39520
Phone: 228-467-6621 Fax: 228-467-1230

P.O.	REQ	REQ Created By	DATE	PAGE
28674	00016588	cmarquar	12/15/2020	1

BILL TO **BAY ST LOUIS-WAVELAND SCHOOLS**
200 N. SECOND STREET

BAY ST LOUIS, MS 39520

Fund-Glc-Func-Pgm-Obj-Ut	Amoun
2953-900-5200-000-737-16	$35,855.00
TOTAL AMOUNT	**$35,855.00**

SHIP TO PRE K
WAVELAND ELEMENTARY Ph: 228-467-6630
1101 ST. JOSEPH STREET

WAVELAND, MS 39576

VENDOR 9411
PELICAN PLAYGROUNDS, LLC
155 ROBERT ST #242

SLIDELL, LA 70458

NO BACKORDERS

QTY	UNIT	DESCRIPTION	CATALOG NUMBER	UNIT PRICE	TOTAL
1	EA	QUOTE 1096		$0.00	$0.00
1	EA	PLAYGROUND EQUIP W/DISCOUNT		$21,060.00	$21,060.00
1	EA	ENGINEERED WOOD FIBER		$3,245.00	$3,245.00
1	EA	CONTAINMENT BORDERS		$2,000.00	$2,000.00
1	EA	FREIGHT		$3,800.00	$3,800.00
1	EA	VOLUNTEER SUPERVISOR COMMUNITY BUILD		$5,750.00	$5,750.00
				Page Total:	**$35,855.00**
				Total Order:	**$35,855.00**

NOTE: 1.BAY ST LOUIS-WAVELAND SCHOOLS is a tax exempt agency.
2.Cancel order on any items not in stock.
3.Mail invoice to pre-printed address at top of page.
4.Purchase Order Number must appear on all correspondence.

☑ ORDER COMPLETE
☐ ORDER INCOMPLETE

APPROVED BY:

Sandra Reed

PURCHASING AGENT **Date** **RECEIVING VERIFICATION**

Attachment: 20210621 - PELICAN Invoice for Playground Equipment (8350 : Discussion regarding MOU

BAY ST. LOUIS-WAVELAND SCHOOL DISTRICT • NON-EMPLOYMENT CONTRACT RECOMMENDATION COVER SHEET

Date:	Originated By (Director/Principal):	Department/Campus:
12/09/2020	Joann Mestayer	Waveland Elementary

Source of Funding/Reimbursement Explanation:	Account Number Funding THIS Contract:
Donation and PTO funded	

If Multiple or Split Sources, Explain Below & List All Account Numbers:
Donation was received for $30,000 for playground and PTO will cover the remaining

CONTRACTOR INFORMATION

Company, Independent Contractor, Institution:			Contact Person:
Pelican Playgrounds			Lauren Knight
Address:	**State:**	**Zip:**	**Phone:**
155 Robert St. # 242	LA	70458	504-909-6544

Contact Email Address:

Contract Specifics:	☒ New Contract 1 ☐ New Vendor 2	☐ Renewal 3 ☐ Revision 4	Contract Term (Years):	Auto Renewal: ☐ Yes ☒ No	Out Clause: days
Contract Type:	☒ Goods/Services	☐ Educator Related Contracts Professional Services, Coaching Services, etc.		Method Pricing Acquired? ☐ Sealed Bids ☒ Comp Quotes ☐ Sole Source	
Financial Terms:	☐ Per Year	☐ Per Month	☒ One Time Payment	☐ Per Service	☐ N/A
Significant Details:	Capital Purchase? ☐ Yes ☐ No	Budgeted Expense? ☒ Yes ☐ No	Required Contract? ☐ Yes ☐ No	Reimbursable Costs? ☒ Yes ☐ No	Grant Funding? ☐ Yes ☒ No

Description/Summary of Goods or Services:

Pre-Kindergarten playground that meets the requirements of the Pre-Kindergarten grant we receive. At this time, our Pre-Kindergarten students do not have a playground to use safely.

Impact on Student Achievement & Justification of Need:

Playgrounds provide a place for children to work off energy, have fun, and interact with peers. It also gives them a safe learning environment to develop physical, social, emotional, and cognitive skills.

If new vendor/contractor for previously used goods/services, justification for new vendor/contractor and explanation of difference in quotes.

• ATTACHMENTS •

- ☒ 1 For new contract, attach copy of competitive quotes and/or other contracts reviewed in this decision.
- ☐ 2 For a new vendor, attach copy of previous vendor's contract from prior year of service.
- ☐ 3 For renewal, attach copy of this vendor's contract from prior year.
- ☐ 4 For revision or amendment, attach copy of original contract that is being revised.
- ☐ 5 If payments are going to be made to a new vendor for services/goods, a W-9 MUST be attached.

• SCHOOL BOARD DECSION & REQUESTS •

☒ Approved ☐ Disapproved

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FOR ALL CONTRACTS:

- Is there a prior contract with the same vendor for same goods/services ? ☒ Yes ☐ No
- Does this vendor have other contracts with the BWSD ? 5 ☐ Yes ☒ No
- Can the contract be renegotiated for better pricing/terms/conditions ? ☐ Yes ☒ No

J. Mestayer
Originating Director/Principal

Sandra Reed
Superintendent of Education

School Board Attorney

DEC 14 2020
Bay St. Louis-Waveland SCHOOL BOARD
Date Reviewed by School Board

This cover sheet should be attached to every contract, with supporting documents above, and uploaded into Boardbook as a single PDF file under the appropriate section of the agenda.

Attachment: 20210621 - PELICAN Invoice for Playground Equipment (8350 : Discussion regarding MOU

Waveland Elementary School
1101 St. Joseph Street, Waveland, MS 39576
(228) 467-6630 / (228) 467-7349 fax
Principal: Mrs. Joann Mestayer
Jmestayer@bwsd.org

To: Dr. Reed, Superintendent

From: Joann Mestayer, Principal of Waveland Elementary

Re: Contract Recommendation: Pre-K Playground Build

Date: Wednesday, December 7, 2020

Please accept my recommendation to employ Pelican Playgrounds to build the required Pre-K playground.

Respectfully Submitted,

Joann Mestayer

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SCHOOL BOARD

Pelican Playgrounds
155 Robert Street #242
Slidell, LA 70458
504-909-6544
info@pelicanplaygrounds.com
www.pelicanplaygrounds.com

Quote

ADDRESS
Joann Mestayer
Waveland Elementary School
1101 St Joseph St
Waveland, MS 39576

SHIP TO
Joann Mestayer
Waveland Elementary School
1101 St Joseph St
Waveland, MS 39576

QUOTE # 1096
DATE 12.09.2020
EXPIRATION DATE 12.14.2020

REP	REP EMAIL	REP DIRECT PHONE #
Lauren Knight	lknight@pelicanplaygrounds.com	15049096544

PRODUCT/SERVICE	PRODUCT/SERVICE	QTY	RATE	AMOUNT
Equipment	Playground Equipment w/ Discount: Single post swing w/ 2 belt seats ; Shade Structure 20x24x10; Sale Structure 350-1923	1	21,060.00	21,060.00
Engineered Wood Fiber	Engineered Wood Fiber to meet Critical Fall Heights	1	3,245.00	3,245.00
Border Timbers	Containment borders	1	2,000.00	2,000.00
Freight-Shipping	Freight for Equipment and Borders	1	3,800.00	3,800.00
Community Build	Volunteer Supervisor for duration of the project w/ equipment and materials provided by Pelican Playgrounds - Community Build Requirements to be provided to the school's project point-of-contact.	1	5,750.00	5,750.00

Thank you for the opportunity to provide a quote for our services. Pelican Playgrounds must receive a PO# and signed Order Agreement by 1:00pm on December 15th, 2020 in order to receive above pricing on sale structure. Our manufacturer has made a special exception on the pricing expiration of this sale structure. It is only available if order is placed by that deadline.

Contact your sales rep directly with any questions you may have via the contact info above.

The playground area, including the space under and around all equipment, must be covered with an impact-absorbing safety

TOTAL **$35,855.00**

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surfacing. Pelican Playgrounds can provide quotes for safety surfacing and surfacing installation.

Accepted By Willy Fellow

Accepted Date 12/15/20

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BAY-WAVELAND SCHOOL DISTRICT

Tara Scott <tscott@bwsd.org>

Estimate - Quote 1096 from Pelican Playgrounds

2 messages

Pelican Playgrounds <quickbooks@notification.intuit.com> Wed, Dec 9, 2020 at 2:52 PM
Reply-To: info@pelicanplaygrounds.com
To: jmestayer@bwsd.org, nlewis@bwsd.org, tscott@bwsd.org

Thank you for your time today. I'm excited for your PreK students to have their own playground! Attached you'll find the quote for the items and services requested.
A follow-up email will be forthcoming to let you know needed equipment, tools, and materials, and people-power. We will also include the discounted community build price in the follow-up email if Waveland Elementary is able to supply the necessary equipment and materials.

We will

We look forward to working with you!

Pelican Playgrounds

---------- Estimate ----------

155 Robert Street #242
Slidell, LA 70458 US
504-909-6544
www.pelicanplaygrounds.com

Estimate #: 1096
Date: 12.09.2020
Exp. Date: 12.14.2020
$35,855.00

Address:

Joann Mestayer
Waveland Elementary School
1101 St Joseph St
Waveland, MS 39576

Rep: Lauren Knight

Activity	Description	Qty	Rate	Amount
Equipment	Playground Equipment w/ Discount: Single post swing w/ 2 belt seats ; Shade Structure 20x24x10; Sale Structure 350-1923	1	21,060.00	21,060.00
Engineered	Engineered Wood Fiber to meet Critical Fall Heights	1	3,245.00	3,245.00
Border Tim	Containment borders	1	2,000.00	2,000.00
Freight Sh	Freight for Equipment and	1	3,800.00	3,800.00

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	Borders			
Community	Volunteer Supervisor for duration of the project w/ equipment and materials provided by Pelican Playgrounds - Community Build Requirements to be provided to the school's project point-of-contact.	1	5,750.00	5,750.00

Total:	$35,855.00

Thank you for the opportunity to provide a quote for our services. Pelican Playgrounds must receive a PO# and signed Order Agreement by 1:00pm on December 15th, 2020 in order to receive above pricing on sale structure. Our manufacturer has made a special exception on the pricing expiration of this sale structure. It is only available if order is placed by that deadline.

Contact your sales rep directly with any questions you may have via the contact info above.

The playground area, including the space under and around all equipment, must be covered with an impact-absorbing safety surfacing. Pelican Playgrounds can provide quotes for safety surfacing and surfacing installation.

Estimate_1096_from_Pelican_Playgrounds.pdf
68K

Pelican Playgrounds <quickbooks@notification.intuit.com> Wed, Dec 9, 2020 at 2:54 PM
Reply-To: info@pelicanplaygrounds.com
To: jmestayer@bwsd.org, nlewis@bwsd.org, tscott@bwsd.org

[Quoted text hidden]

Estimate_1096_from_Pelican_Playgrounds.pdf
68K

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PELICAN PLAYGROUNDS

Waveland Elementary - Community Build Outline
January/February 2020

Schedule

- 3 days: Days 1 & 2 consecutive --- 3rd day later after footings have cured

People

- All crew and volunteers should wear masks covering their nose and mouth when within 6' of another person
- Day 1 - 10 volunteers - full day (early day to meet the truck and unload the equipment)
- Day 2 - 10 volunteers - full day
- Day 3 - 10 volunteers - 2-3 days later - half day *people must be comfortable on ladders*

Site Needs:

- Access to restrooms (all crew and volunteers will have masks)
- Access to water source for mixing concrete (spigot with long hose provided or access with buckets to carry outside
- Access to power supply - ideally an exterior outlet with long extension cords

Pricing

- **$5,780**: Community Build with Pelican Playgrounds supplying equipment and materials

- **$3,400**: Community Build with Waveland Elementary supplying the following:
  - Days 1 & 2
    - Bobcat with 12" auger attachment
    - Water access with hose
    - Power access with cords
    - Cement mixer if available
    - 110 bags of 80-lb ready-mix concrete
    - 15 patio pavers for clocking up posts
  - Day 2: bucket attachment for Bobcat
  - Day 3: four 6-8' step ladders & two 12'-14' step ladders
  - We will bring our crew tools but it will be helpful to have:
    - Extra power drills, 2-3 wheelbarrows, power extension cords, extra shovel, steel (hard sided) rakes, hose with nozzle to mix concrete

Suggested Items for Lowe's Donation

- Concrete
- Patio pavers
- Extension cords
- Hoses and nozzle
- Ladder rentals
- Hard-sided rakes
- Wheelbarrow
- Utility knives/scissors

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Community Build Preparation - Waveland Elementary

Publicity: We encourage you to contact your local paper(s) and media outlets to document and publish your hard work both before and during your installation event. We are happy to provide blurbs about the equipment, community-build process, and the project planning process for you to turn-key to the media. Give us a heads up on your needs.

Site Preparation / Utility Check

Excavation: Identify the boundaries of the area where your playground equipment is to be installed. If existing equipment inside that area is to be removed, be sure that the concrete footings are removed and the resulting holes filled in. If any trees are cut down, the stumps must be completely removed, otherwise they may interfere with the footing for the new equipment.

Underground Concerns: It is imperative that you identify any water lines, electric lines, sewer lines, gas lines or other underground hazards that may exist under the designated area. In Mississippi, call Dig Safe (https://www.ms811.org/) 1-2 weeks of the scheduled installation day. It may be helpful to obtain an architectural plan of your site. The playground perimeter must be identified with white markings (white spray paint) before the Dig Safe evaluation. We must have a Dig Safe job number before proceeding with any construction at your site.

Surface materials: Safety surfacing will be spread in the area DURING or AFTER the equipment has been installed. If you have existing surfacing within the area, it should be moved aside for the equipment installation and then re-spread afterward. If there is grass in your area, it is not necessary to tear it up or kill it – the surfacing materials can be placed directly on the grass. If you have the means to kill the grass -- it doesn't hurt to do so.

Permits

Typically, playground projects are not covered under State building code guidelines. However, local authorities may require permits for shade structure. Please check with your local building inspector for requirements on your shade structure and we can provide you with drawing details if needed. Engineered Stamped Drawings may carry an additional cost from the manufacturer.

Insurance Concerns (Bonding, Accidents, Future Liability)

Local conditions dictate the insurance requirements. In general, the owner of the property is liable for any accidents that occur during the volunteer installation. You should look at the liability situation in three phases:

Phase I: Site Prep – During this period any work being done is the responsibility of that contractor. You should receive proper insurance documentation from this contractor for any work being performed (either volunteer or paid service).

Phase II: Volunteer Build Weekend – UltiPlay Parks & Playgrounds, Inc. carries significant insurance for our employees and vehicles. Federal and State law dictates that we cannot provide insurance for volunteers. Volunteers are typically covered by the owner's (property)

Attachment: 20210621 - PELICAN Invoice for Playground Equipment (8350 : Discussion regarding MOU

policy during the build period. It is not unusual for the owner to add additional insurance during the build period, or an insurance rider. The owner should be made aware of this build so an informed decision can be made. A volunteer waiver form should also be signed by each volunteer on-site during the build.

Phase III: After the Build Weekend – Once the project is completed, liability transfers to the owner of the property. Proper maintenance is critical to ensure continued playground safety.

Please consult with your Project Manager for additional information on this issue. It is a complex topic and cannot be fully summarized in this document.

Further Considerations:

What Pelican Playgrounds (Supervisor) Provides: Pelican Playgrounds provides all necessary hand tools, levels and construction equipment to assemble your play equipment. This includes a sufficient quantity to have multiple assembly procedures happening in parallel. Please keep in mind, there may be instances where additional tools and equipment are necessary due to the size and/or complexity of the project. We may also have multiple builds that same weekend, thereby requiring additional tools. We will discuss such needs prior to your build.

Hole Digging Logistics / Bobcat Service: Your playscape will require holes to be excavated to a depth of between 12" and 40". Depending on digging conditions, we can use a power auger or a backhoe. We DO NOT dig holes by hand unless absolutely necessary. The best solution is a hydraulic auger similar to a Bobcat with an auger attachment. See detail below.

Surfacing Scheduling: If you purchased surfacing from us, we will coordinate delivery. If you purchased materials locally, please consider the following:

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1. Timing of Delivery
2. Location of Drop
3. Verification of correct amount for required depth per CPSC and ASTM guidelines/specifications

Weather Considerations:

Your community build project will happen rain or shine, as long as there is not significant hazard to the volunteers. When feasible, we will plan for the weekend volunteer day. Any extension due to lack of volunteers or progress will result in additional supervisory expenses.

Number of Volunteers / Skills Needed:

In general, 1 volunteer per $1K of your project is a reasonable amount. However, due to differences in design and other factors please consult your order profile and your project manager for specific timing and quantity recommended.

Food: Sufficient food and drink should be available for your volunteer work force for each build day.

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Daycare / Kids on Site: Don't forget, if any volunteer days are on weekends, most parents/community members will need to bring their children to the project. We welcome their presence but we need to manage the work area properly. Therefore, volunteers may want to coordinate and prepare nearby site activities for children outside of the installation zone.

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Facilities (Restrooms): Restrooms should be available for volunteers

Installation Material Requirements

The following is a list of materials and tools that you are responsible for provided for the installation date. All other necessary tools will be provided by Pelican Playgrounds.

Concrete: We recommend premixed concrete (common brands are Quickrete and Sakrete), which only requires the addition of water. It typically comes in bags of 80 pounds. Consult your order profile for the correct quantity for your project. NOTE: Many customers inquire about renting a truck for the installation day(s). Our experience has proven that the most effective way to construct playground equipment is in sections, pouring concrete a bit at a time. Therefore, a concrete truck would have to available for several hours, which is typically not cost-effective. Furthermore, the consistency of the concrete may be adversely affected after several hours in the truck. Concrete should be scheduled to arrive as close as possible to the build day. It is imperative that the concrete be wrapped or covered to prevent moisture damage.

Patio Blocks: A patio block must be used in the base of each hole to help support and plumb each piece of equipment as per manufacturer's guidelines. There are a variety of products which can be used, but experience has shown that blocks measuring 2" x 8" x 16" are optimal. See your order profile for the number required for your project. Please note that this number does not match the total number of holes for your equipment, as we will break the blocks into pieces of various sizes.

Water: You must have a source of water at the site to mix the concrete. A hose is preferable, but if one is not available buckets may be used to haul the water.

Portable Concrete Mixer or Wheelbarrow: The concrete will be mixed in a concrete mixer or wheelbarrow before pouring it into each hole. We will need 2 wheelbarrows to transport the concrete to the footing locations.

Machine to Dig Holes: Minimum size for augur is 12", optimal size is 18". Note that digging conditions can vary greatly. If large rocks, ledges, or other sizable objects are encountered, additional machinery may be required. If you anticipate such digging conditions, please contact your project manager to prepare appropriately for your installation day.

Machine to Spread Surfacing: Bobcat or Frontloader is recommended. Machines with buckets 2 yards or larger provide increased efficiency are therefore preferred.

Electrical Source: Only necessary if you are using a cement mixer that requires an electrical source. However, such a source would also be necessary for hand tools and battery recharging.

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Means to Dispose of Packaging: Please be prepared to dispose of the following materials: cardboard, bubble wrap, plastic bags, wooden pallets, metal caps and concrete bags. We will generate a medium dumpster worth of trash to be disposed of onsite.

Customer-supplied Tools: It is recommended that volunteers bring a shovel, rake or pitchfork to spread surfacing. Sharp utility scissors or utility knives are also helpful for unwrapping equipment. We cannot provide enough of these items for everyone to chip in! Please have the volunteers put their names on their tools, as many shovels look alike. In addition, caution tape will be required to mark the playground after construction.

What to Expect on Build Days (Schedule, Order of Events)

Your project manager will review the order of events for the days, but in general:

1. Unwrap the equipment / Excavate holes as needed
2. Pre-assemble equipment
3. Begin post / deck assembly – Concrete work begins
4. Finish assembly – Safety surfacing work begins
5. Clean up – Inspection

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When to Open Your Completed Playground

The equipment should not be used for at least 48 hours after the installation is complete. This will ensure that the concrete has adequate time to harden. For swings, we recommend waiting 72 hours. The easiest way to keep children off the swings is to simply not hang the swings for that period. During colder times of the year, additional cure time may be required. Maintaining security of the area for the recommended curing period is your responsibility. If security has been compromised during the curing process and concrete footings/equipment have loosened, Pelican Playgrounds will complete the necessary repairs at an additional expense.

Paperwork to Keep

After your equipment installation is complete, we recommend you keep a file with all of the paperwork associated with your order. If you ever need replacement parts, want to add on new equipment, or need to report a problem, it is extremely helpful to have your original order number for reference.

Maintenance

The installation instructions provided your equipment contain recommended maintenance schedules for each item. If you establish a routine maintenance program for your equipment, you will reduce the potential for unsafe conditions and maximize the possibility of repairs happening under warranty terms. Pelican Playgrounds offers a routine Playground Preservation Program that can routinely assist with meeting these needs. See attached document to opt-in to this service.

Payment Terms

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These will be determined at the time of the order. Please consult your order profile with your sales representative.

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Bay St. Louis-Waveland
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Preserve your playground & protect what you love

ABOUT PELICAN PLAYGROUNDS PRESERVATION PROGRAM

Keeping children safe is a top priority for us all. We service parks and playgrounds at schools, public parks, apartment complexes, homeowner associations, churches, and any other commercial playground locations. We are able to provide our Pelican Playgrounds Preservation Program services to our Gulf Coast community. Call us to set up a proactive maintenance program today!

WHAT IT COSTS

- The amount of use the playground routinely gets will be the determining factor in what maintenance program to select.
  - Single-site annual walkthrough: $800
  - Single-site bi-annual walkthroughs: $1,350
  - Single-site quarterly walkthroughs: $1,950
  - Multi-site discounts available
  - Sanitizing and powerwashing services available
- Custom Playground Preservation Programs available
  - We may recommend a custom maintenance program after an initial visit and based on the amount of use and need. In order to provide you with optimal safety standards and quality of service, price quotes are customized based on the site of the playground(s).

WHAT IT INCLUDES

WALKTHROUGH & VISUAL CHECK

- Performed by a Certified Playground Safety Inspector
- Review of equipment and components for structural or finish damages
- Assess current safety surfacing

HARDWARE

- Any loose bolts, screws, castings, fasteners will be tightened as needed
- Includes stainless steel replacement hardware that may be missing, worn, or broken on your equipment

PROGRAM REPORT

- You will receive a written report of findings with accompanying photographs
- Includes all items fixed/ hardware installed during the onsite visit

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BENEFITS

- It has been estimated that at least 33% of playground accidents could be avoided with a planned maintenance program (National Playground Safety Institute).
- Your equipment will remain in proper working order, allowing kids to play freely while reducing the risk of injury.
- Our staff can identify parts that need replacement while still under warranty.
- Utilize our detailed reports for insurance and historical documentation purposes.
- Our service will be cheaper than training an employee to simply catch up to our level of expertise. Now you can reduce the amount of time your staff spends on the playground and focus primarily on school-related maintenance activities.

PELICAN PLAYGROUNDS

t: 504.909.6544
e: info@pelicanplaygrounds.com
w: pelicanplaygrounds.com

@pelicanplaygrounds
@pelicanplayla
@pelicanplaygrounds

The Playground Preservation Program is meant to complement your existing maintenance program. Please refer and follow the manufacturer's routine maintenance requirements.
Walkthroughs are scheduled once PO or deposit is received for the earliest available date.
Some replacement hardware exclusions apply.

QUOTE

PLAYWORLD PREFERRED The world needs play.

11515 Vanstory Drive, Suite 100 - Huntersville, NC 28078
P: 1-800-459-7241 F: 704-584-1034

Date	Quote #
12/10/2020	PWCQ17471

Quote valid for 30 days.

Bill To:	Site/End User:	Ship To:
Waveland Elementary Jo Ann Mestayer 1101 St. Joseph St. Waveland, MS 39576 P: F: jmestayer@bwsd.org	**Waveland Elementary** Jo Ann Mestayer 1101 St. Joseph St. Waveland, MS 39576 P: F: jmestayer@bwsd.org	**Waveland Elementary** Jo Ann Mestayer 1101 St. Joseph St. Waveland, MS 39576 P: F: jmestayer@bwsd.org

50% Deposit Required.
See Terms and Conditions

Ship Via	Sales Representative	Prepared By
BEST METHOD	Jeff Wingo	Jeff Wingo

Qty	Item #	Description	Unit Price	Ext. Price
1	EQUIPMENT	EQUIPMENT - Includes Shade	$23,500.00	$23,500.00
1	BORDERS	BORDERS	$2,800.00	$2,800.00
1	Install-EQ	Installation of Equipment **Unless noted, pricing is based on a flat, level, accessible area. **Does not include grading, fence removal, equipment removal or disposal. **Does not include safety surfacing.	$14,100.00	$14,100.00
1	EWF	EWF SURFACING	$3,750.00	$3,750.00

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SubTotal	$44,150.00
Tax Rate	0.00 %
Sales Tax	$0.00
Shipping	$4,405.00
Total	**$48,555.00**

We appreciate the opportunity to work with you on this project.
If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.

Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.

**Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

Terms and Conditions

CONTROLLING TERMS: THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENTS ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID, AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated. Tax exempt Customers shall provide Playworld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playworld Preferred. Orders for products, other than those from Playworld Systems, may NOT be cancelled or returned.

TERMS OF PAYMENT: For orders in an amount of $100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playworld Preferred. (Orders from governmental entities are excluded from the deposit requirement.) A processing fee of 2.0% of the transaction amount will apply to all payments made by credit card (This is for all customers including governmental entities).

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playworld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playworld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playworld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playworld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

APPROVED

DEC 14 2020

Bay St. Louis-Waveland SCHOOL BOARD

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS. IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its on going warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do so.

Print Name_____ Customer PO # _____

Title _____

Signature_____Date _____

Playworld Preferred Signature_____ Date_____

PLAYWORLD PREFERRED The world needs play.

Send Signed Quote & Deposit To:
Playworld Preferred
Attn: Signed Quote
11515 Vanstory Drive
Suite 100
Huntersville, NC 28078

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Bay St. Louis-Waveland
SCHOOL BOARD

PELICAN PLAYGROUNDS PRESERVATION PROGRAM

Preserve your playground & protect what you love

ABOUT PELICAN PLAYGROUNDS PRESERVATION PROGRAM

Keeping children safe is a top priority for us all. We service parks and playgrounds at schools, public parks, apartment complexes, homeowner associations, churches, and any other commercial playground locations. We are able to provide our Pelican Playgrounds Preservation Program services to our Gulf Coast community. Call us to set up a proactive maintenance program today!

WHAT IT COSTS

- The amount of use the playground routinely gets will be the determining factor in what maintenance program to select.
  - Single-site annual walkthrough: $800
  - Single-site bi-annual walkthroughs: $1,350
  - Single-site quarterly walkthroughs: $1,950
  - Multi-site discounts available
  - Sanitizing and powerwashing services available
- Custom Playground Preservation Programs available
  - We may recommend a custom maintenance program after an initial visit and based on the amount of use and need. In order to provide you with optimal safety standards and quality of service, price quotes are customized based on the site of the playground(s).

WHAT IT INCLUDES

WALKTHROUGH & VISUAL CHECK

- Performed by a Certified Playground Safety Inspector
- Review of equipment and components for structural or finish damages
- Assess current safety surfacing

HARDWARE

- Any loose bolts, screws, castings, fasteners will be tightened as needed
- Includes stainless steel replacement hardware that may be missing, worn, or broken on your equipment

PROGRAM REPORT

- You will receive a written report of findings with accompanying photographs
- Includes all items fixed/ hardware installed during the onsite visit

BENEFITS

- It has been estimated that at least 33% of playground accidents could be avoided with a planned maintenance program (National Playground Safety Institute).
- Your equipment will remain in proper working order, allowing kids to play freely while reducing the risk of injury.
- Our staff can identify parts that need replacement while still under warranty.
- Utilize our detailed reports for insurance and historical documentation purposes.
- Our service will be cheaper than training an employee to simply catch up to our level of expertise. Now you can reduce the amount of time your staff spends on the playground and focus primarily on school-related maintenance activities.

PELICAN PLAYGROUNDS

t: 504.909.6544
e: info@pelicanplaygrounds.com
w: pelicanplaygrounds.com

@pelicanplaygrounds
@pelicanplayla
@pelicanplaygrounds

The Playground Preservation Program is meant to complement your existing maintenance program. Please refer and follow the manufacturer's routine maintenance requirements.
Walkthroughs are scheduled once PO or deposit is received for the earliest available date.
Some replacement hardware exclusions apply.

Hancock County MS

Board of Supervisors

Agenda Item (ID # 5527)

DATE: October 7, 2019

TO: Grant Administrator

FROM: Maureen Anderson
Board Secretary

ADDL. DEPT:

ISSUE: Motion to approve and authorize Board President to sign the Memorandum of Understanding with the Bay-Waveland School District Concerning Payment of Funds for Waveland Elementary Playground Project.

__Need MOU.

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Shaw, District 2
SECONDER: Scotty Adam, District 4
AYES: Yarborough, Shaw, LaFontaine, Adam, Ladner

COMMENTS - Current Meeting:

authorize cty atty to

Attachment: MOU with BWSD - Waveland Playground Project (8350 : Discussion regarding MOU and Waveland Elementary School playground

Bay-Waveland School
200 North Second Str
Bay St. Louis, MS 3952
Phone (228) 467-6621

ACHEVIS@
BWSD.ORG

October 9, 2019

TO: Board Members

FROM: Sandra Reed, Superintendent SR

RE: Hancock County Board of Supervisors MOU

This is to serve as a placeholder for the MOU from HC Board of Supervisors giving the district $30,000.00 to build a playground at Waveland Elementary. If the MOU is completed in time, you will vote on it at the October meeting. If it is not ready in time, you will move it to the November meeting.

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Bay St. Louis-Waveland
SCHOOL BOARD

Attachment: MOU with BWSD - Waveland Playground Project (8350 : Discussion regarding MOU and Waveland Elementary School playground

Attachment: MOU with BWSD - Waveland Playground Project (8350 : Discussion regarding MOU and Waveland Elementary School playground

This Memorandum of Understanding is entered between Hancock County, Mississippi, by and through its Board of Supervisors ("the County") and the Bay/Waveland School District, by and through its School Board (the "District") on the last signature date affixed hereto.

WHEREAS, the District is in need of new playground equipment at its Waveland Elementary School ("WES"), and the County desires to assist the District with replacement of said equipment.

WHEREAS, the County desires to provide to the District the sum of $30,000.00 for the acquisition of playground equipment at the WES, with the restriction that the funds be utilized solely for actual costs of the equipment, i.e., not design or engineering costs.

WHEREAS, the District hereby is willing to accept the funds from the County for those purposes under the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises stated herein, being good and valuable consideration, the County and District agree as follows:

1. The purpose of this agreement is for the County to assist the District in funding the addition of new playground equipment at WES. The purpose of this MOU is to establish the County's agreement to fund up to $30,000 for the addition of new playground equipment at WES, contingent upon the District providing any additional costs needed for that work and actually completing the work. The County hereby covenants, warrants and agrees to make available for use for the completion of the playground equipment work up to $30,000.00 for hard costs for those purposes, and the District warrants and agrees to actually complete that work, and/or reimburse the County for its contribution. Upon receipt of each invoice from the District for payments contractors for work done on the Projects, the County will provide payments for those invoices up to the agreed upon $30,000.00 contribution within thirty days of the District submitting to the County an approved invoice. To the extent the costs of the project exceed that amount (and, again, with the County's contribution being solely for hard costs), those costs shall be borne by the District and the District is obligated to complete the project, or reimburse the County any funds it contributed.

2. The District shall be the bid recipient and owner of the project for the WES playground completion, and it shall hold the County harmless and indemnify them from any claims or cause of action related to those responsibilities of the District. The responsibilities under the owner/contract or the like shall be those of the District and not the County.

3. The District agrees to make funds available for completion of the project, even if those funds exceed the $30,000.00 provided by the County, and to comply with all regulations, laws, ordinances and statutes related to the work, holding the County harmless therefrom.

4. TERMINATION

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Prior to award of any contract for the construction phase of the Projects, this agreement may be terminated by either party on sixty (60) days written notice. Once a contract for the construction of the Projects has been awarded, this agreement may only be terminated by written agreement of the parties. In either event, the party requesting termination shall be responsible for all reasonable and necessary costs to close out any awarded contract(s) unless one of the parties elects to continue the project at its sole expense, without recourse. hereto.

THIS AGREEMENT IS HEREBY entered on this the day of the last signature affixed below.

HANCOCK COUNTY, MISSISSIPPI

Blaine Lafontaine, President, Date: 10/16/2019

Attest: Kathleen Stringer

BAY/WAVELAND SCHOOL DISTRICT

Casey Favre, President, Date: 10/14/19

Attest: Shannon Funk

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Bay St. Louis-Waveland
SCHOOL BOARD

Attachment: MOU with BWSD - Waveland Playground Project (8350 : Discussion regarding MOU and Waveland Elementary School playground

RESOLUTION OF THE HANCOCK COUNTY BOARD OF SUPERVISORS ("HANCOCK COUNTY") IN SUPPORT OF THE REGIONAL TOURISM EFFORT "COASTAL MISSISSIPPI", IT'S CHIEF EXECUTIVE OFFICER MILTON SEGARRA AND STAFF.

WHEREAS, Coastal Mississippi is an organization charged with promoting South Mississippi as a tourism and convention destination worldwide. Its mission centers on attracting ever-increasing numbers of leisure, convention, sports and business visitors to the area and maximizing travel and tourism industry to South Mississippi; Hancock, Harrison and Jackson Counties; and

WHEREAS, the Hancock County Board of Supervisors ("Hancock County") is located in the targeted area and is a fortunate beneficiary of this regional effort along with neighboring cities and counties; and

WHEREAS, Milton Segarra, Coastal Mississippi CEO, and his team bring professional, responsive and knowledgeable effort to achieve the mission of Coastal Mississippi; and

WHEREAS, Milton Segarra, Coastal Mississippi CEO, has transformed marketing at the regional tourism level with great success evident by the tracking of historical data and increased tourism to the Mississippi Gulf Coast including the accelerated rebound from the COVID-19 pandemic; and

WHEREAS, the Hancock County Board of Supervisors ("Hancock County") looks forward to continuing the support of Coastal Mississippi, Milton Segarra and his staff.

NOW, THEREFORE, BE IT RESOLVED BY THE HANCOCK COUNTY BOARD OF SUPERVISORS THAT:

Attachment: RESOLUTION OF THE HANCOCK COUNTY BOARD OF SUPERVISORS IN SUPPORT OF THE REGIONAL TOURISM EFFORT

The Hancock County Board of Supervisors ("Hancock County") supports the continued effort of Coastal Mississippi regional tourism under the leadership of Chief Executive Officer, Milton Segarra and his staff to provide continued growth for tourism in South Mississippi; Hancock, Harrison and Jackson Counties.

The above and foregoing resolution, after having been first reduced to writing, was moved for adoption by Supervisor _____, seconded by Supervisor _____ and the question being put to a roll call vote, the result was as follows:

	Aye	Nay	Absent
District 1 Supervisor Theresa Ryan	___	___	____
District 2 Supervisor Greg Shaw	___	___	____
District 3 Supervisor Kodie Koenenn	___	___	____
District 4 Supervisor Scotty Adam	___	___	____
District 5 Supervisor Darrin Bo Ladner	___	___	____

The motion having received the affirmative vote of a majority of all of the members of the Hancock County Board of Supervisors, the Board President, declared the motion carried and the resolution adopted, this the _____ day of _____, 2021.

_____
Scotty Adam, Board President

ATTEST:

_____
Tim Kellar, Chancery Clerk (SEAL)

Attachment: RESOLUTION OF THE HANCOCK COUNTY BOARD OF SUPERVISORS IN SUPPORT OF THE REGIONAL TOURISM EFFORT