Hancock County Board of Supervisors

Regular Meeting Minutes

February 17, 2021 at 9:00 a.m.

Board Meeting Room

1. Call to Order

A. Pledge of Allegiance
B. Invocation

2. Roll Call

The record reflects Grant Administrator, Maureen Anderson, and County Attorney, Gary Yarborough were present in the Board Room. County Administrator, Eddie Favre, and Comptroller, Nancy Kelly were both present via remote access. Chancery Clerk, Tim Kellar was not present.

Attendee Name	Title	Status	Arrived
Theresa Ryan	District 1	Present	8:40 AM
Greg Shaw	District 2	Present	8:40 AM
Kodie Koenenn	District 3	Present	8:40 AM
Scotty Adam	District 4	Present	8:40 AM
Darrin Bo Ladner	District 5	Present	8:40 AM

3. Amendments to the Agenda

7.B.2. Motion to spread on the Minutes, a non-negotiable check dated 2018 and prior due to change in depository.

7.B.3. Motion to spread on the Minutes, outstanding check to Hancock Whitney dated September 30, 2020 and prior due to change in depository.

7.I.5. Motion to ratify Pauper Declaration for Werner Lechner.

7.I.6. Motion to authorize payment on DAK Bond Issue due March 1, 2021, and authorize Comptroller to prepare necessary budget amendment and to retain the County's ability to seek

reimbursement from the Hancock County Port and Harbor Commission as originally intended when FY2021 HCPHC Budget was approved.

7.J.4. Motion to approve amount and form of temporary permit for beach fire pits.

A. **Motion to:** Motion to accept the agenda.

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, March 1, 2021.

B. The biweekly payroll for pay period ending January 30, 2021 with check date February 5, 2021 is $708,346.65.

C. Sealed and properly labeled proposals will be received by the Hancock County Board of Supervisors for Professional Engineering Services for Stormwater Management Projects until 10:00 a.m. on February 17, 2021.

D. Electronic or Sealed Bids will be received by the Hancock County Board of Supervisors for Construction of T.S. Cristobal Repairs to Washington Street Outfall until 11:00 a.m. on February 17, 2021.

E. Electronic or Sealed Bids will be received by the Hancock County Board of Supervisors for Hancock County roof repairs until 10:00 a.m. on March 1, 2021.

F. Bid Openings

The record reflects items 1 - 4 were voted on in one consent block.

1. Motion to spread on the Minutes, the Proof of Publication for T.S. Cristobal Repairs to Washington Street Outfall.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, the Proof of Publication, Addendum #1, and Proof of Solicitation for small, women's and minority firms for the Hancock County Request of Qualifications for Stormwater Management Projects.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to open RFQs received for Stormwater Management Projects.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to open Bids received for T.S. Cristobal Repairs to Washington Street Outfall.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to take RFQs received for Stormwater Management Projects under advisement for scoring and review.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to Recess the Meeting until 11:00 a.m., for the Tropical Storm Cristobal Repairs to Washington Street Outfall Bid Opening.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to resume Meeting for Tropical Storm Cristobal Repairs to Washington Street Outfall Bid Opening at 11:02 a.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to take Bids received for Tropical Storm Cristobal Washington Street Outfall repairs under advisement.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. External Business Agenda

A. Presentation: Paul Harris with Hancock County Community Committee.

1. Paul Harris with the Hancock County Community Committee presenting the county with a donation for the Hancock County Arena Improvements.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to accept $80,000 donation from the Hancock County Community Committee for concrete slab improvements to the Hancock County Arena.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. Port & Harbor Commission

1. Motion to accept the Hancock County Port & Harbor Commission's Resolution 20210208-02, approving the February 8, 2021 Docket of Claims.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to accept the Hancock County Port & Harbor Commission's Resolution 20210208-01, spreading the executed Multi-Modal Funding Agreement (Project No. RMM-21(004)) for Project RR2101 North Yard Upgrade at PBRR. Total award amount is $400,000.00.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to accept Hancock County Port & Harbor Commission's Resolution 20210108-05, accepting and spreading on the Minutes the Lease of T-Hangar Space No. 7 located at Stennis International Airport to Carl McIntyre.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to accept Hancock County Port & Harbor Commission's Discussion Item 2021-15, authorizing Project RR2002 Fuel Farm Upgrades.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to accept Hancock County Port & Harbor Commission's Resolution 20210208-09, authorizing execution of Work Authorization #RR2101-01 To Neel-Schaffer, Inc., for Professional Services Associated With RR2101 - Tail Track Upgrades at a cost not to exceed $89,600.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Departmental Agendas

A. Emergency Management Agency

1. Motion to authorize payment of $19,133.60 to KS Statebank for West Hancock VFD Engine 981 Sutphen Custom Pumper from Insurance Rebate Money (112-255-711) and place on March 1, 2021 Docket.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. Animal Shelter

C. Justice Court

D. IT Department

E. Purchasing

The record reflects Items 1 - 7 were voted on in one consent block, and amended to spread all contracts on the Minutes.

1. Motion to approve the 48 month rental/lease of a Canon Imagerunner C3725i multifunctional digital copier with a maintenance agreement for Animal Shelter off MS State Contract No. 8200050618, effective dates May 1, 2020 - April 30, 2021. Total contract price is $98.00/month from Canon, and spread Contract on the Minutes. This will replace the present copier ($97.59/mn) that has expired.

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve the 48 month rental/lease of a Canon Imagerunner C5750i multifunctional digital copier with a maintenance agreement for EMA off MS State Contract No. 8200050618, effective dates May 1, 2020 - April 30, 2021. Total contract price is $226.00/month from Canon, and spread Contract on the Minutes. This will replace the present copier ($225.96/mn) that has expired.

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve the 48 month rental/lease of a Canon Imagerunner DX 527iF multifunctional digital copier with a maintenance agreement for McLeod Park off MS State Contract No. 8200050618, effective dates May 1, 2020 - April 30, 2021. Total contract price is $66.00/month from Canon, and spread Contract on the Minutes. This will replace the present copier ($66.00/mn) that has expired.

RESULT: **APPROVED AS AMENDED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve the 48 month rental/lease of a Canon Imagerunner DX C3725i multifunctional digital copier with a maintenance agreement for Maintenance Dept. off MS State Contract No. 8200050618, effective dates May 1, 2020 - April 30, 2021. Total contract price is $98.00/month from Canon, and spread Contract on the Minutes. This will replace the present copier ($97.59/mn) that has expired.

RESULT: **APPROVED AS AMENDED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve the 48 month rental/lease of a Canon Imagerunner DX C5735i multifunctional digital copier with a maintenance agreement for Finance/Admin Dept. off MS State Contract No. 8200050618, effective dates May 1, 2020 - April 30, 2021. Total contract price is $196.00/month from Canon, and spread Contract on the Minutes. This will replace the present copier ($196.52/mn) that has expired.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to approve the 48 month rental/lease of a Canon Imagerunner DX C5750i multifunctional digital copier with a maintenance agreement for the Board of Supervisors Office off MS State Contract No. 8200050618, effective dates May 1, 2020 - April 30, 2021. Total contract price is $234.00/month from Canon, and spread Contract on the Minutes. This will replace the present copier ($234.11/mn) that has expired.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to approve the 48 month rental/lease of a Canon Imagerunner DX C5750i multifunctional digital copier with a maintenance agreement for MS Extension Service off MS State Contract No. 8200050618, effective dates May 1, 2020 - April 30, 2021. Total contract price is $211.00/month from Canon, and spread Contract on the Minutes. This will replace the present copier ($211.68/mn) that has expired.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to approve the purchase of a Caterpillar 303E CR Mini Excavator for Parks & Recreation off MS State Contract No. 8200036742, effective dates December 1, 2017 - May 20, 2021. Total contract price is $36,909.33 from Puckett Rents. (this will require a budget amendment for $1,909.33 from gaming funds)

   The record reflects this Item was approved with the budget amendment amount corrected from $1,909.00 to $1,909.33 from gaming funds.

   RESULT: **APPROVED AS AMENDED [UNANIMOUS]**
   MOVER: Scotty Adam, District 4
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

9. Motion to approve the purchase of MSA G1 PSI SCBA pack and cylinder unit with attachment for Bayside VFD off MS State Contract No. 8200053299, effective dates October 1, 2020 - September 30, 2021. Total contract price is $6,259.00 from Sunbelt Fire.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Theresa Ryan, District 1
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

10. Motion to approve the purchase of Extreme XT03 Carrier Vests and Panels for Sheriff's Office. Low Quote is $12,750.00 from Barney's Police Supply, and spread all quotes on the Minutes.

    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Greg Shaw, District 2
    SECONDER: Theresa Ryan, District 1
    AYES: Ryan, Shaw, Koenenn, Adam, Ladner

11. 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

12. Motion to approve low quote from Black Diamond Construction, LLC in the amount of $26,050.00 for bulkhead at McLeod Park, 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

F. Planning and Zoning

1. Motion to approve the Planning Commission Meeting Minutes held on January 21, 2021.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

G. Parks & Recreation

1. Motion to approve rebuilding dug-outs at Kiln ball field. Funds budgeted in gaming for this project.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve Compton Engineering to add concrete work under Arena to scope of work.

The record reflects County Engineer to bring back Task Order to March 1st Meeting regarding concrete work at the Hancock County Arena

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

H. Inventory Clerk

I. Comptroller

1. Motion to approve the Docket of Claims for February 17, 2021 in the amount of $119,627.78.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

J. Board Secretary

1. Motion to approve Regular Meeting Minutes of Monday February 1st, 2021

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Elected/Appointed Agendas

A. Sheriff's Office

1. Motion to ratify Resolution of the Hancock County Board of Supervisors and Sheriff Ricky Adam requesting that a portion of a State Highway within Hancock County, Mississippi be Dedicated to and named after Lieutenant Deputy Michael Anthony Boutte, Sr., and spread letter to Honorable Brent Anderson on the Minutes.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, the purchase of a narcotics trained canine for $16,500.00. We will need this added to the docket and a check cut today. This is a budgeted item.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to spread on the Minutes, the following personnel changes: a. Nicole Foster needs to be moved from full time to part time Correction Officer, rate of pay $10.30 per hour, effective February 12, 2021. b. Remove John Ladner from payroll, effective February 01, 2021. c. Move Phillip Boatman from part time to full time Deputy, rate of pay $15.08 per hour, effective February 14, 2021. d. Add Kimberly Ginder as full time Deputy, rate of pay $16.20 per hour, effective February 17, 2021. e. Add the following to payroll as full time Correction Officers, rate of pay $13.67 per hour, effective February 17, 2021: • Bobby Parrish • Dylan Nash • Ty Brewer

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. Tax Assessor

1. Motion to spread on the Minutes, the New Depository for the Tax Collectors Office.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, a non-negotiable check dated 2018 and prior due to change in depository.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to spread on the Minutes, outstanding check to Hancock Whitney dated September 30, 2020 and prior due to change in depository.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

C. Circuit Clerk

D. County Court

E. Chancery Clerk

1. Motion to spread on the Minutes, the Chancery Clerk's January 2021 Land Redemption Settlement Check for $5,576.54 to the General Fund, and the Settlement Report.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

F. County Engineer

1. Motion to approve and authorize Board President to sign Amended Task Order Request (220-076.001-1) to reduce the amount to $33,100.00 for Pearlington Walking Trail.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize Board President to sign Close-Out Documents for Pearlington Walking Trail Project.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to spread on Minutes, correspondence to Chase Browning with CSX regarding Bay St. Louis, MS CSX Bridge Abutment debris in CSX ROW.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Greg Shaw, District 2
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to spread on Minutes, Addendum No. 1 for Tropical Storm Cristobal Repairs to Washington Street Outfall Project.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve Change Order Number 1 for North Beach Drainage Project to install a junction box in the amount of $25,048.00.
   The record reflects this Change Order is necessary for a laden condition pursuant to Mississippi Code 31-7-13 (d).

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Kodie Koenenn, District 3
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

6. Discussion: ROW Request Permit from Hancock County Utility Authority.

RESULT: **NO ACTION TAKEN**

G. Road Manager

1. Motion to approve a petition request from E911 to name a private road, Ladners Lane, off Caesar Necaise Rd.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to remove Dylan Head from payroll effective February 8, 2021, due to his resignation.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Kodie Koenenn, District 3
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to request permission to post in upcoming pay stubs for a Foreman position opening in Road Department South Location.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Theresa Ryan, District 1
SECONDER: Greg Shaw, District 2
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Discussion regarding privacy fence at Animal Shelter.
   The record reflects a recommendation by Road Manager to use the quote from Can't Be Beat Fence in the amount of $3,375.00. Further, Supervisor Ladner will contact property owner to secure his signature to commit to paying half of the estimate costs. Discussion to commence at March 1, 2021 Meeting.

   RESULT: **NO ACTION TAKEN**

H. Grant Administrator

1. Motion to spread on the Minutes, the Boater's Access Final Report for Bayou Talla Boat Launch.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Darrin Bo Ladner, District 5
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

I. County Administrator

1. Motion to approve and authorize Board President to sign the amendment to Tyler Technologies Software Agreement for the new Payroll/HR software.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Greg Shaw, District 2
   SECONDER: Theresa Ryan, District 1
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, Philip's Pest Control's Monthly Report for January 2021.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Scotty Adam, District 4
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to spread on the Minutes, correspondence from the Office of the District Attorney enclosing the August 2020 Grand Jury's Final Report.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to spread on the Minutes, the following from American Medical Response: a. AMR monthly reports letter; b. AMR 4th quarter uncompensated care for year ending 2020; and c. AMR 4th quarter medical supplies 2020.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to ratify Pauper Declaration for Werner Lechner.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to authorize payment on DAK Bond Issue due March 1, 2021, and authorize Comptroller to prepare necessary budget amendment and to retain the County's ability to seek reimbursement from the Hancock County Port and Harbor Commission as originally intended when FY2021 HCPHC Budget was approved.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

J. County Attorney

1. Motion to spread on the Minutes, the Proof of Publication for Dedeaux Storm Shelter Repairs.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to Award Bid for Dedeaux Storm Shelter Repairs to _____.

RESULT: **NO ACTION TAKEN**

3. Motion to approve Hancock County's Ordinance Restricting Certain Firearm Discharges.

   The record reflects further discussion by the Supervisors to commence at the March 1, 2021 Meeting.

   RESULT: **NO ACTION TAKEN**

4. Motion to approve Temporary Permit to Kindle Beach Fire Pit Deposit in the amount of $150.00, to allow at locations subject to permitting through the Hancock County Building Office for fires both inside and outside of the fire pits.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Scotty Adam, District 4
   SECONDER: Theresa Ryan, District 1
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

8. Supervisors Items

A. District 1

B. District 2

C. District 3

1. Motion to approve and authorize Board President to sign the Resolution of the City of Diamondhead requesting matching funds for capital drainage projects from Hancock County resulting from the Watershed Based Stormwater Assessment and Management Plan.

   The record reflects the above Resolution was approved, contingent upon Diamondhead providing matching funds.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Kodie Koenenn, District 3
   SECONDER: Darrin Bo Ladner, District 5
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

D. District 4

E. District 5

1. Discussion: Compensation for Cemetery Overseer.

   RESULT: **NO ACTION TAKEN**

2. Motion to wave fees for the use of the Dedeaux Ball Field Concession Stand for Rester family funeral services on Saturday, February 27, 2021.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

9. Public Comments

Matt with Tetra Tech gave update on debris clean-up.

10. Executive Session

11. Adjourn/Recess

1. **Motion to:** Motion to Recess the meeting at 10:36:24 AM until Monday, February 22, 2021 at 9:00 a.m., in the name of Lieutenant Deputy Michael Anthony Boutte, Sr.
   The record reflects the Recessed Meeting previously scheduled for Monday, February 22, 2021 at 9:00 a.m., was cancelled due to Port and Harbor Commission having to reschedule their meeting due to inclement weather. The Recessed Meeting was replaced with a Special Meeting of the Board of Supervisors scheduled for Wednesday, February 24, 2021 at 4:00 p.m., and appropriately advertised.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

The Minutes of the February 17, 2021 have been read and approved.

Scotty Adam

Supervisor Scotty Adams, President

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 13 day of January 2021

On the 20 day of January 2021

On the _____ day of _____ 2021

On the _____ day of _____ 2021

Vice President

Sworn to and subscribed before me A NOTARY PUBLIC

This 3 day of February 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 February 17, 2021, and shortly thereafter opened and read for:
T.S. CRISTOBAL
REPAIRS TO THE WASHINGTON STREET OUTFALL
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:
01/13/21, 01/20/21

Attachment: 20210217 - Proof of Publication TS Cristobal Repairs to Washington Street Outfall (7706 : Spread: Proof of Publication T.S.

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER MANAGEME
PROJECTS

HANCOCK COUNTY
OFFICE OF COUNTY ADMINISTRATOR
854-A HIGHWAY 90
BAY ST. LOUIS, MS 39520

ADDENDUM #1

DATE ISSUED: FEBRUARY 4, 2021

Notice to All Potential Respondents:

The Request for Qualifications (RFQ) is modified as set forth in this Addendum. original RFQ Documents remain in full force and effect, except as modified by Addendum, which is hereby made part of the RFQ. Respondent shall take Addendum into consideration when preparing and submitting its Statement Qualifications.

Change of Proposal Submittal Deadline:

Proposals shall be addressed and delivered to Eddie Favre, County Administrator later than 10:00 a.m. on **February 17, 2021**. Proposals may be mailed or ha delivered to: Attention: Office of the County Administrator, 854-A Highway 90, Saint Louis, MS 39520. Any mailed or hand-delivered proposal must actually received by the County Administrator prior to the 10:00 a.m., **February 17, 2** deadline. The name and mailing address of the firm or individual submitting proposal should appear on the face of the envelope. Please submit any questions have concerning this matter via U.S. Mail, postage prepaid to Eddie Favre at 85 Highway 90, Bay Saint Louis, MS 39

END OF ADDENDUM

Attachment: PROFESSIONAL ENGINEERING ADDENDUM Notice 3x6

The Sea Coast Echo

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

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

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On the 13 day of January 2021

On the 20 day of January 2021

On the _____ day of _____ 2021

On the _____ day of _____ 2021

Vice President

Sworn to and subscribed before me A NOTARY PUBLIC

This 10 day of February 2021

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

Hancock County Request of Qualifications Professional Engineering Services for Stormwater Management Projects

Hancock County, acting through its Board of Supervisors, is issuing a Request for Qualifications (RFQ) for qualified consultants to provide the County with professional Engineering services. Hancock County intends to prequalify entities for future solicitation of individual task order contracts for Professional Services Contract with one (or more) Engineering consultant(s) to provide professional services for the design, permitting, bidding and construction management of stormwater management projects that have been identified in the County's newly adopted watershed based stormwater management program.

Prequalified entities would provide the task order agreements pursuant to Professional Service Contract with the County. Any firm or entity prequalified under this solicitation will in the future submit proposals for individual task requests, which proposals will be scored by the County for provision of the contract for that task. These stormwater management projects address drainage deficiencies at locations throughout the County. Projects shall be designed in accordance with County and State codes and regulations. Design may require hydraulic and hydrologic (H&H) modeling. Implementation of low impact development (LID) and green infrastructure practices will be encouraged. The stormwater management program is being funded at least partially through Gulf of Mexico Energy Security Act ("GOMESA") funds. Proposers shall be willing, ready and able to promptly provide the services on timelines established by the County, and to submit proposals for future task requests from the County on a prompt basis. Hancock County will only contract with a responsible contractor possessing the ability to perform successfully under the terms and conditions of this procurement, as determined by the Supervisors and/or its selection committee. The County's selection committee will consider technical issues as relates to the proposals received and the grant requirements and may obtain assistance with this review in its discretion.

EVALUATION CRITERIA

Each qualified firm shall provide a submittal package with sufficient information about the firm's qualifications to assist the County in making the proper determinations about their capabilities. Proposals will be evaluated by a selection team to prequalify the firms based on review of the following information:

1) Knowledge and experience providin services related to federal grant project compliance with public policy; 2) Tech competence of staff and principals (qualifications), record of past perform and ability to perform services required Personnel resources and assessment abi and entity/individual financial and tech resources; 4) consultant integrity; and 5 knowledge of and familiarity of project such as those needed for this project. T proposals will be evaluated by a selecti team on the basis of the above criteria a these factors will be utilized to prequali the proposers for future solicitation of t orders. Proposers should include inform within those categories to demonstrate t following:

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The experience and education of the key personnel that will be assigned to the stormwater/drainage projects

The ability of the firm to complete the w in a timely manner. Items to be consider include number of qualified staff, suppo staff, available equipment and facilities.

Registration as a professional engineer i considered a requirement in the ability t accomplish the work.

Further, concerning future task order rec and evaluations, the County reserves the to provide a local preference to the exte allowed by regulation and applicable lav The County also may utilize local staffin and contracting as a factor to prequalify firms on this RFQ to the extent such consideration would leave a sufficient number of firms for review. The County further reserves the right to request prop for those task orders from firms not prequalified hereunder.

PROPOSALS

Attachment: StormwaterManagementRFQAffidavit (7707 : Spread: Proof of Publication, Addendum #1, and Solicitations for RFQ Stormwater

The County is an equal
and contractor, and spec
this proposal small and
women's business enterprises and labor
surplus area firms to submit proposals. The
County will take additional steps to ass
that such minority businesses, women's
business enterprises and labor surplus a
firms are used when possible, including
right to utilize any of the methods outli
in 2 CFR Section 200.321. Any contrac
resulting from this request for proposals
contain contract provisions including th
listed in Title 2 CFR Sections 200.318-
or otherwise required by the GOMESA
funding guidelines. Proposers shall agre
be bound by those terms and to ensure
and work compliance with same.
All proposals should be sealed and prop
labeled: "Professional Services Propos
– Professional Engineering Services for
Stormwater Management Projects."
Proposals shall be addressed and delive
to Eddie Favre, County Administrator, n
later than 10:00 a.m. on February 15, 20
Proposals may be mailed or hand-delive
to: Attention: Office of the County
Administrator, 854-A Highway 90, Bay
Saint Louis, MS 39520. Any mailed or
hand-delivered proposal must actually b
received by the County Administrator pr
the 10:00 a.m., February 15, 2021 deadl
The name and mailing address of the fir
or individual submitting the proposal sh
appear on the face of the envelope. Plea
submit any questions you have concerni
this matter via U.S. Mail, postage prepai
Eddie Favre at 854-A Highway 90, Bay
Louis, MS 39520.

01/13/21, 01/20/21

Attachment: StormwaterManagementRFQAffidavit (7707 : Spread: Proof of Publication, Addendum #1, and Solicitations for RFQ Stormwater

Attachment: Letter to offeror - THINK! (7707 : Spread: Proof of Publication, Addendum #1, and Solicitations for RFQ Stormwater Management

Theresa Ryan
District 1
Greg Shaw
District 2
Vice President
Kodie Koenenn
District 3

BOARD OF SUPERVISORS

Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520
Telephone (228) 467-0172
Fax (228) 466-5994

Scotty Adam
District 4
President
Darrin "Bo" Ladner
District 5
Gary Yarborough, Jr
Board Attorney

January 11, 2021

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

THINK!
4209 Lakeland Dr., Ste. 217
Flowood, MS 39232

RE: Professional Engineering Services for Stormwater Management Projects

Dear Offeror:

The Hancock County Board of Supervisors is requesting proposals from small and minority firms, women's business enterprises and labor surplus area firms for professional engineering services for the design, permitting, bidding and construction management of stormwater management projects that have been identified in the County's newly adopted watershed based stormwater management program.

An information packet is enclosed for your use in preparing a proposal. Hancock County is an equal opportunity employer.

We look forward to receipt of a proposal from you.

Sincerely,

Scotty Adam

Scotty Adam, Board President

Hancock County Request of Qualifications
Professional Engineering Services for Stormwater Management Projects

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EVALUATION CRITERIA

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The experience and education of the key personnel that will be assigned to the stormwater/drainage projects

Attachment: Letter to offeror - THINK! (7707 : Spread: Proof of Publication, Addendum #1, and Solicitations for RFQ Stormwater Management

The ability of the firm to complete the work in a timely manner. Items to be considered include number of qualified staff, support staff, available equipment and facilities. Registration as a professional engineer is considered a requirement in the ability to accomplish the work.

Further, concerning future task order requests and evaluations, the County reserves the right to provide a local preference to the extent allowed by regulation and applicable laws. The County also may utilize local staffing and contracting as a factor to prequalify the firms on this RFQ to the extent such consideration would leave a sufficient number of firms for review. The County further reserves the right to request proposals for those task orders from firms not prequalified hereunder.

PROPOSALS

The County is an equal opportunity employer and contractor, and specifically solicits with this proposal small and minority firms, women's business enterprises and labor surplus area firms to submit proposals. The County will take additional steps to assure that such minority businesses, women's business enterprises and labor surplus area firms are used when possible, including its right to utilize any of the methods outlined in 2 CFR Section 200.321. Any contract resulting from this request for proposals will contain contract provisions including those listed in Title 2 CFR Sections 200.318-316, or otherwise required by the GOMESA funding guidelines. Proposers shall agree to be bound by those terms and to ensure grant and work compliance with same.

All proposals should be sealed and properly labeled: "Professional Services Proposal – Professional Engineering Services for Stormwater Management Projects."

Proposals shall be addressed and delivered to Eddie Favre, County Administrator, no later than 10:00 a.m. on February 15, 2021. Proposals may be mailed or hand-delivered to: Attention: Office of the County Administrator, 854-A Highway 90, Bay Saint Louis, MS 39520. Any mailed or hand-delivered proposal must actually be received by the County Administrator prior to the 10:00 a.m., February 15, 2021 deadline. The name and mailing address of the firm or individual submitting the proposal should appear on the face of the envelope. Please submit any questions you have concerning this matter via U.S. Mail, postage prepaid to Eddie Favre at 854-A Highway 90, Bay Saint Louis, MS 39520.

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Attachment: Letter to offeror - Williams Water Eng. (7707 : Spread: Proof of Publication, Addendum #1, and Solicitations for RFQ Stormwater

Theresa Ryan
District 1

Greg Shaw
District 2
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District 3

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Scotty Adam
District 4
President

Darrin "Bo" Ladner
District 5

Gary Yarborough, Jr
Board Attorney

January 11, 2021

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Williams Water Engineering, Inc.
125 Cedar Bluff Loop
Cedar Bluff, MS 39094

RE: Professional Engineering Services for Stormwater Management Projects

Dear Offeror:

The Hancock County Board of Supervisors is requesting proposals from small and minority firms, women's business enterprises and labor surplus area firms for professional engineering services for the design, permitting, bidding and construction management of stormwater management projects that have been identified in the County's newly adopted watershed based stormwater management program.

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Scotty Adam

Scotty Adam, Board President

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Professional Engineering Services for Stormwater Management Projects

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Further, concerning future task order requests and evaluations, the County reserves the right to provide a local preference to the extent allowed by regulation and applicable laws. The County also may utilize local staffing and contracting as a factor to prequalify the firms on this RFQ to the extent such consideration would leave a sufficient number of firms for review. The County further reserves the right to request proposals for those task orders from firms not prequalified hereunder.

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Attachment: Letter to offeror - Intellisoft Tech. (7707 : Spread: Proof of Publication, Addendum #1, and Solicitations for RFQ Stormwater

Theresa Ryan
District 1
Greg Shaw
District 2
Vice President
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District 3

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Scotty Adam
District 4
President
Darrin "Bo" Ladner
District 5
Gary Yarborough, Jr
Board Attorney

January 11, 2021

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Intellisoft Technologies, Inc.
1320 Greenway Drive, Ste. 460
Irving, MS 75038

RE: Professional Engineering Services for Stormwater Management Projects

Dear Offeror:

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Professional Engineering Services for Stormwater Management Projects

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Attachment: Letter to offeror - Intellisoft Tech. (7707 : Spread: Proof of Publication, Addendum #1, and Solicitations for RFQ Stormwater

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Attachment: Letter to offeror - Intellisoft Tech. (7707 : Spread: Proof of Publication, Addendum #1, and Solicitations for RFQ Stormwater

Black Diamond Construction

PO Box 797 Pass Christian, MS 39571

COR 20047-MC

"T.S. Cristobal repairs to Washington Street Outfall"

Hancock County Board of Supervisors of Hancock County,

"Sealed bid to be opened at 11:00 AM, 17th day, February, 2021"

RECEIVED
FEB 17 2021
9:43 KF

Attachment: 20210217 - Black Diamond Construction (7728 : Take Bids received for T.S. Cristobal

SECTION 00410
BID FORM

NOTE: Use preferably black ink for completing this Bid form.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

T.S. Cristobal Repairs to Washington Street Outfall

1.02 This Bid is submitted to:

Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.04 The person to contact for additional information regarding this Bid:

NAME: Chris Zimmerman
TITLE: member
TELEPHONE: 228-342-2742

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
1	2/5/21

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing

Attachment: 20210217 - Black Diamond Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

reliable "technical data" and, (2) reports and drawings of Hazardous Environmental Conditions, if any, at the site that have been identified in SC-4.06 as containing reliable "technical data".

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

Attachment: 20210217 - Black Diamond Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID FORM– T.S. CRISTOBAL REPAIRS TO WASHINGTON STREET OUTFALL					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
1	Mobilization / Demobilization	LS	1	XXXXX	10,000
2	Remove and Re-Install Existing 36" Class III Reinforced Concrete Pipe	LF	104	100.00	10,400
3	New Pipe Anchor Assembly, including hardware	EA	6	1600	9,600
4	New 36" reinforced concrete pipe Class III	LF	32	350	11,200
5	Erosion Control	LS	1	1000	1000
	TOTAL BASE BID (TO BE READ ALOUD):				$ 42,200

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be Completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Contract as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:
A. Required Bid security in the form of Bid Bond, Section 00430.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF Mississippi

COUNTY OF Hancock

BIDDER

9.01 The name of the bidder submitting this proposal is:

Chris Zimmerman

Attachment: 20210217 - Black Diamond Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

Headquarters Address: PO Box 797
Street

Pass Christian MS 39571
City State Zip

(228) 342-2742
Phone Fax

Chris@bdiamondllc.com
Email

Local Mailing Address (if different than above):

Street

City State Zip

Address to which all communications concerned with this Bid and with the resulting Contract shall be sent:

Black Diamond Construction PO Box 797
Name Street or P.O. Box

Pass Christian MS 39571
City State Zip

Attention: Chris Zimmerman member
Name Title

Submitted on 2/17, 20 21.

State Contractor License No. 20047-MC. (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Attachment: 20210217 - Black Diamond Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

First Partner Name (typed or printed): _____

Address: _____

Second Partner Name (typed or printed: _____

Address: _____

A Corporation

Corporation Name: Black Diamond Construction (SEAL)

State of Incorporation: Mississippi

Type (General Business, Professional, Service, Limited Liability): LLC

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): Chris Zimmerman

Title: member

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in MS *[State Where Project is Located]* is 1\10\14.

Attachment: 20210217 - Black Diamond Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

SECTION 00430
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): Black Diamond Construction, LLC
PO Box 797
Pass Christian, MS 39571

SURETY (Name and Address of Principal Place of Business): The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address): *Hancock County Board of Supervisors*
854 Highway 90
Bay St. Louis, MS 39520

BID
Bid Due Date: February 17, 2021
Project (Brief Description Including Location): **T.S. Cristobal Repairs to Washington Street Outfall**

BOND
Bond Number: n/a
Date (Not later than Bid due date): February 17, 2021
Penal sum Five Percent of Total Amount Bid (Words) 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
Black Diamond Construction, LLC (Seal)	The Ohio Casualty Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: member	By: Meghann C. Turner
Signature and Title	Signature and Title Meghann C. Turner, Attorney-in-Fact
	(Attach Power of Attorney)
Attest: member	Attest: Garrett Turner
Signature and Title	Signature and Title Garrett Turner, Producer

Note: Above addresses are to be used for giving required notice.

Attachment: 20210217 - Black Diamond Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200718

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mary Catherine Turner, Meghann C. Turner, Garrett T. Turner

all of the city of Baton Rouge state of LA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of March, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of March, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of February, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_062018

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Attachment: 20210217 - Black Diamond Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

SECTION 00870

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, NON-COLLUSION AND OTHER RESPONSIBILITY MATTERS

Under Executive Order 12549 individuals or organizations debarred from participation in Federal Assistance Programs may not receive an assistance award under a federal program or subagreement there under for $25,000 or more. Accordingly, each recipient of a Federally-Funded contract or subcontract exceeding $25,000 must complete the following certification (see 40 CFR 32.510). The prime bidder shall attach the copies of this certification to his bid.

The prospective participant certifies to the best of their knowledge and belief that it and its principals:

(a) Have not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officials, partners, employees or principal owners;

(b) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(c) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(d) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Subsection 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

T.S. Cristobal repairs to Washington Street outfall
Title of Project or Subcontract

Black Diamond Construction — 2-17-21
Prime or Subcontractor's Name — Signature/Date

( ) I am unable to certify to the above statements. Attached is my explanation.

Attachment: 20210217 - Black Diamond Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

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

TRANSMITTAL

Date: February 5, 2021

Total No. of Pages: 8
(including this cover)

To: All Planholders

From: Bob Escher, P.E.

Re: T.S. Cristobal Repairs to Washington Street Outfall

Attached herewith is Addendum No. 1 for the above referenced project.

PLEASE ACKNOWLEDGE YOUR RECEIPT OF THIS ADDENDUM BY COMPLETING THE ACKNOWLEDGEMENT BELOW AND FAXING THIS PAGE ONLY TO (228) 467-2720 OR EMAILING TO COMPTON@COMPTONENGINEERING.COM. Acknowledgement of this addendum on page 1 of the Bid form is also required.

If you have any questions regarding this addendum, please call me at (228) 467-2770.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 1

FOR

T.S. Cristobal Repairs to Washington Street Outfalls

TO: Compton Engineering, Inc.
3036 Longfellow Drive
Bay St. Louis, MS 39520

Telephone: (228) 467-2770
Facsimile: (228) 467-2720
Email: compton@comptonengineering.com

We hereby acknowledge receipt of Addendum No. 1 for the above referenced project. We will ensure that Addendum No. 1 is acknowledged in the bid submitted by our company.

Print name of company: Black Diamond Construction

Print name of person acknowledging receipt of addendum: Chris Zimmerman

Signature of person acknowledging receipt of addendum: _____

Date of acknowledgement: 2/17/21

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\Design\Specs\Addendum #1\000901-01 Addendum No. 1.doc

Attachment: 20210217 - Black Diamond Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

SECTION 00901-01
ADDENDUM NO. 1

Dated: February 5, 2021

Project:	Owner:	Engineer's Project No.:
T.S. Repairs to Washington Street Outfall	Hancock County Board of Supervisors	220-041.002

The following changes, additions, and/or deletions are hereby made a part of the Project Manual for the T.S. Repairs to Washington Street Outfall for the Hancock County Board of Supervisors dated January 4, 2021 as fully and completely as if the same were fully and completely set forth therein:

PROJECT MANUAL

Part 1 – Bidding Requirements

1. SECTION 00410 BID FORM: **REPLACE** this section in its entirety with **Attachment No. 1 to Addendum No. 1.**

DRAWINGS

1. SHEET C1.0: INSERT note; All reinstalled pipe that is below the sand completely shall have geotextile fabric installed around joints.

All bidders shall acknowledge receipt and acceptance of this Addendum No. 1 consisting of one (1) page plus attachments by signing the acknowledgement form preceding this addendum and acknowledging receipt on page 1 of the Section 00410-Bid. Bids submitted without acknowledging receipt of the addendum may be considered non-responsive.

Sincerely,

HANCOCK COUNTY BOARD OF SUPERVISORS

By: _____
Bob Escher, P.E.

Attachment: 20210217 - Black Diamond Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

9.03 I (Bidder) have examined and prepared the foregoing Bid(s) based on the information contained in the Project Manual provided with the Bid; that I have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that these statements are true and correct.

Signature: _____

Title: member (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this 17 day of Feb, 2021.

Notary Public – State of Mississippi.

My Commission expires Sept 18, 2022 (Notary Seal)

STATE OF MISSISSIPPI
DANIELLE M. TORRES
ID NO. 125448
Commission Expires
09/18/2022
NOTARY PUBLIC
HANCOCK COUNTY

Attachment: 20210217 - Black Diamond Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

SEALED BID

Hancock County Board of Supervisors of Hancock County, MS
854 Hwy 90, Suite A
Bay Saint Louis, MS 39520

Sealed Bid: To Be Opened AT: 11:00 A.M., 17th Day of February 2021

For: T.S. Cristobal Repairs To Washington Street Outfall

Submitted By: Holliday Construction, LLC
534 Hwy 26 East, Poplarville, MS 39470
MS CoR No. 13111-MC

Attachment: 20210217 - Holliday Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Holliday Construction, LLC
534 Hwy 26 E
Poplarville, MS 39470

SURETY:
(Name, legal status and principal place of business)
U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

BOND AMOUNT: Five Percent (5%) of the Amount Bid----------

PROJECT:
(Name, location or address, and Project number, if any)
T.S. Cristobal Repairs to Washington Street Outfall

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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Attachment: 20210217 - Holliday Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of February , 2021

HOLLIDAY CONSTRUCTION LIMITED LIABILITY COMPANY SEAL 2001 MISSISSIPPI LLC

Holliday Construction, LLC
(Contractor as Principal) (Seal)

Abbi Holliday
(Witness)

(Title) Managing Member

U.S. Specialty Insurance Company
(Surety) (Seal)

Darlene Landrey
(Witness)

Kathleen B. Scarborough
(Title)

Kathleen B. Scarborough, Attorney-In-Fact
MS Resident Agent

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Attachment: 20210217 - Holliday Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Dewey B. Mason, Kathleen B. Scarborough, Susan Skrmetta, John W. Nance, Joseph Russell Beattie, Lisa R. Butler, Patrick Thomas Mason, James Eley Brashier, Lessie Ryan Anderson, Debbie Lynn Dunaway

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Unlimited****** Dollars (***unlimited***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2233 673
My Comm. Expires Apr 23, 2022

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 17th day of February, 2021.

Corporate Seals
Bond No. n/a

Agency No. 17033

_____
Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

Attachment: 20210217 - Holliday Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

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

TRANSMITTAL

Date: February 5, 2021

Total No. of Pages: 8
(including this cover)

To: All Planholders

From: Bob Escher, P.E.

Re: T.S. Cristobal Repairs to Washington Street Outfall

Attached herewith is Addendum No. 1 for the above referenced project.

PLEASE ACKNOWLEDGE YOUR RECEIPT OF THIS ADDENDUM BY COMPLETING THE ACKNOWLEDGEMENT BELOW AND FAXING THIS PAGE ONLY TO (228) 467-2720 OR EMAILING TO COMPTON@COMPTONENGINEERING.COM. Acknowledgement of this addendum on page 1 of the Bid form is also required.

If you have any questions regarding this addendum, please call me at (228) 467-2770.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 1

FOR

T.S. Cristobal Repairs to Washington Street Outfalls

TO: Compton Engineering, Inc.
3036 Longfellow Drive
Bay St. Louis, MS 39520

Telephone: (228) 467-2770
Facsimile: (228) 467-2720
Email: compton@comptonengineering.com

We hereby acknowledge receipt of Addendum No. 1 for the above referenced project. We will ensure that Addendum No. 1 is acknowledged in the bid submitted by our company.

Print name of company: Holliday Construction, LLC

Print name of person acknowledging receipt of addendum: Scott Holliday

Signature of person acknowledging receipt of addendum: Scott Holliday

Date of acknowledgement: Feb 12th, 2021

Attachment: 20210217 - Holliday Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

SECTION 00901-01
ADDENDUM NO. 1

Dated: February 5, 2021

Project:	Owner:	Engineer's Project No.:
T.S. Repairs to Washington Street Outfall	Hancock County Board of Supervisors	220-041.002

The following changes, additions, and/or deletions are hereby made a part of the Project Manual for the T.S. Repairs to Washington Street Outfall for the Hancock County Board of Supervisors dated January 4, 2021 as fully and completely as if the same were fully and completely set forth therein:

PROJECT MANUAL

Part 1 – Bidding Requirements

1. SECTION 00410 BID FORM: **REPLACE** this section in its entirety with **Attachment No. 1 to Addendum No. 1.**

DRAWINGS

1. SHEET C1.0: INSERT note; All reinstalled pipe that is below the sand completely shall have geotextile fabric installed around joints.

All bidders shall acknowledge receipt and acceptance of this Addendum No. 1 consisting of one (1) page plus attachments by signing the acknowledgement form preceding this addendum and acknowledging receipt on page 1 of the Section 00410-Bid. Bids submitted without acknowledging receipt of the addendum may be considered non-responsive.

Sincerely,

HANCOCK COUNTY BOARD OF SUPERVISORS

By: _____
Bob Escher, P.E.

Attachment: 20210217 - Holliday Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

SECTION 00410
BID FORM

NOTE: Use preferably black ink for completing this Bid form.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

T.S. Cristobal Repairs to Washington Street Outfall

1.02 This Bid is submitted to:

Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.04 The person to contact for additional information regarding this Bid:

NAME: Holliday Construction, LLC | Scott Holliday
TITLE: Managing Member
TELEPHONE: 601-795-7403

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
number 1	02·05·2021

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing

Attachment: 20210217 - Holliday Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

reliable "technical data" and, (2) reports and drawings of Hazardous Environmental Conditions, if any, at the site that have been identified in SC-4.06 as containing reliable "technical data".

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid:

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

Attachment: 20210217 - Holliday Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID FORM– T.S. CRISTOBAL REPAIRS TO WASHINGTON STREET OUTFALL					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
1	Mobilization / Demobilization	LS	1	XXXXX	37,880.00
2	Remove and Re-Install Existing 36" Class III Reinforced Concrete Pipe	LF	104		15,600.00
3	New Pipe Anchor Assembly, including hardware	EA	6		12,288.00
4	New 36" reinforced concrete pipe Class III	LF	32		4,608.00
5	Erosion Control	LS	1		1,022.00
	TOTAL BASE BID (TO BE READ ALOUD):				$ 71,398.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be Completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Contract as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:
A. Required Bid security in the form of Bid Bond, Section 00430.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF Mississippi

COUNTY OF Pearl River

BIDDER

9.01 The name of the bidder submitting this proposal is:

Holliday Construction, LLC

Attachment: 20210217 - Holliday Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

Headquarters Address: 534 HWY 26 East
Street

Poplarville MS 39470
City State Zip

601-795-4389 601-795-2854
Phone Fax

scott@hollidaycontract.com
Email

Local Mailing Address (if different than above):

Street

City State Zip

Address to which all communications concerned with this Bid and with the resulting Contract shall be sent:

Holliday Construction, LLC 534 HWY 26 East
Name Street or P.O. Box

Poplarville MS 39470
City State Zip

Attention: Abbi Holliday Contract Admin
Name Title

Submitted on Feb 17th, 2021.

State Contractor License No. 13111-MC. (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Attachment: 20210217 - Holliday Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

A Partnership

Partnership Name: Holliday Construction, LLC (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

First Partner Name (typed or printed): Scott Holliday

Address: 587 Cowart Holliday Rd, Poplarville, MS 39470

Second Partner Name (typed or printed: Lawrence Holliday

Address: DECEASED

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ *[State Where Project is Located]* is ____________.

Attachment: 20210217 - Holliday Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

9.03 I (Bidder) have examined and prepared the foregoing Bid(s) based on the information contained in the Project Manual provided with the Bid; that I have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that these statements are true and correct.

Signature: _____

Title: Managing Member (Corporate Seal)

HOLLIDAY CONSTRUCTION, LLC LIMITED LIABILITY COMPANY MISSISSIPPI 2001 SEAL

NOTARY PUBLIC: Ruthie Delvena Keller

Subscribe and sworn to before me this 17th day of Feb, 2021

Notary Public – State of MS.

My Commission expires Aug. 22, 2021 (Notary Seal).

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 101540 RUTHIE DELVENA KELLER Commission Expires Aug. 22, 2021 PEARL RIVER COUNTY

Attachment: 20210217 - Holliday Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

CERTIFICATE OF OWNERSHIP AND AUTHORITY

HOLLIDAY CONSTRUCTION LLC

It is hereby certified by the undersigned, that Holliday Construction, LLC is a Limited Liability Company organized and existing under the laws of the state of Mississippi, and

DOES HEREBY CERTIFY:

FIRST: That the company was formed October 11, 2001 pursuant to a Certificate of Formation filed with the Secretary of State of Mississippi on October 11, 2001.

SECOND: That an accompanying Operating Agreement in which the terms of the operation of the LLC, the governance of the LLC, the management of the business and affairs of the LLC and other matters were set forth therein, is on file.

THIRD: That under Article IV of said Operating Agreement, Section 4.01 allocated the ownership of Holliday Construction, LLC, of Poplarville, Mississippi, as follows:

Henry Scott Holliday: Fifty Percent (50%) and acts as President

Lawrence W. Holliday Sr: Fifty Percent (50%) and acts as Secretary

FOURTH: That each of Lawrence W. Holliday, Sr., and Henry Scott Holliday are hereby authorized to sign on behalf of the Company any contracts or forms for the company.

FIFTH: That Holliday Construction, LLC is still duly organized and existing on this day, and the Operating Agreement still has full force and effect.

Henry Scott Holliday — 12-17-13 Date

Lawrence W. Holliday Sr. — 12-17-13 Date

Witness my hand seal this 17th day of December /2013
(month) (year)

Ruthie Delvena Keller

Ruthie Keller, Notary Public

STATE OF MISSISSIPPI
Ruthie Delvena Keller
ID No 101540
Comm Expires
March 04,2016
NOTARY PUBLIC
PEARL RIVER COUNTY

Attachment: 20210217 - Holliday Construction (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under

SCI, Inc.
GENERAL CONTRACTOR

13524 Old Highway 67
Biloxi, MS 39532

Phone: (228) 207-2383
Fax: (228) 207-6447

Electronic Bid Submission
Hancock County Board of Supervisors
Hancock County, Mississippi
854 Highway 90, Suite A, Bay St. Louis, MS 39520

SEALED BID TO BE OPENED AT 11:00 AM,
17th DAY, FEBRUARY, 2021

T. S. CRISTOBAL REPAIRS TO WASHINGTON STREET OUTFALL

Contractor's Name & Physical Address:
SCI, Inc.
13524 Old Highway 67
Biloxi, Mississippi 39532
Phone: (228) 207-2383

Contractor's Name & Mailing Address:
SCI, Inc.
3586 Sangani Blvd, Suite L, PMB-345
D'Iberville, Mississippi 39540
Fax: (207) 207-6447

Certificate of Responsibility Number: 04939-MC (copy attached)

BID ATTACHED

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

SECTION 00410
BID FORM

NOTE: Use preferably black ink for completing this Bid form.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

T.S. Cristobal Repairs to Washington Street Outfall

1.02 This Bid is submitted to:

Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.04 The person to contact for additional information regarding this Bid:

NAME: David Shackelford
TITLE: President, SCI, Inc.
TELEPHONE: (228) 207-2383

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
Addendum No. One (1)	February 5, 2021

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

reliable "technical data" and, (2) reports and drawings of Hazardous Environmental Conditions, if any, at the site that have been identified in SC-4.06 as containing reliable "technical data".

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID FORM– T.S. CRISTOBAL REPAIRS TO WASHINGTON STREET OUTFALL					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
1	Mobilization / Demobilization	LS	1	XXXXX	$3,693.20
2	Remove and Re-Install Existing 36" Class III Reinforced Concrete Pipe	LF	104	$72.40	$7,529.60
3	New Pipe Anchor Assembly, including hardware	EA	6	$3,503.00	$21,018.00
4	New 36" reinforced concrete pipe Class III	LF	32	$99.50	$3,184.00
5	Erosion Control	LS	1	$5,200.00	$5,200.00
TOTAL BASE BID (TO BE READ ALOUD):					$40,624.80

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be Completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Contract as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:
A. Required Bid security in the form of Bid Bond, Section 00430.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

BIDDER

9.01 The name of the bidder submitting this proposal is:

SCI, Inc.

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

Headquarters Address: 13524 Old Highway 67
Street

Biloxi | Mississippi | 39532
City | State | Zip

(228) 207-2383 | (228) 207-6447
Phone | Fax

dshackelford@sciincms.com
Email

Local Mailing Address (if different than above):

3586 Sangani Blvd, Suite L, PMB #345
Street

D'Iberville | Mississippi | 39540
City | State | Zip

Address to which all communications concerned with this Bid and with the resulting Contract shall be sent:

SCI, Inc. | 3586 Sangani Blvd, Suite L, PMB #356
Name | Street or P.O. Box

D'Iberville | Mississippi | 39540
City | State | Zip

Attention: David Shackelford | President, SCI, Inc.
Name | Title

Submitted on February 17, 20 21.

State Contractor License No. 04939-MC. (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

First Partner Name (typed or printed): _____

Address: _____

Second Partner Name (typed or printed: _____

Address: _____

A Corporation

Corporation Name: SCI, Inc. (SEAL)

State of Incorporation: Mississippi

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): David Shackelford

Title: President, SCI, Inc.

Attest: _____ (CORPORATE SEAL)
(Signature of Corporate Secretary) Glenda Shackelford, Secretary/Treasurer, SCI, Inc.

Date of Qualification to do business in Mississippi *[State Where Project is Located]* is 02\ 17 \1980.

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

9.03 I (Bidder) have examined and prepared the foregoing Bid(s) based on the information contained in the Project Manual provided with the Bid; that I have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that these statements are true and correct.

Signature: _____

Title: David Shackelford, President, SCI, Inc. (Corporate Seal)

SCI, INC. CORPORATE SEAL 1980 MISSISSIPPI

NOTARY PUBLIC: Valerie M Mabry _____

Subscribe and sworn to before me this 17th day of February, 2021.

Notary Public – State of Mississippi.

My Commission expires 03-20-2024 (Notary Seal)

VALERIE M MABRY Commission Expires 03-20-2024 NOTARY PUBLIC ID 89016 Harrison County STATE OF MISSISSIPPI

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

SECTION 00430
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): SCI, Inc.
13524 Old Highway 67
Biloxi, MS 39532

SURETY (Name and Address of Principal Place of Business):
The Gray Casualty & Surety Company
P. O. Box 6202
Metairie, LA 70009-6202

OWNER (Name and Address): *Hancock County Board of Supervisors*
854 Highway 90
Bay St. Louis, MS 39520

BID
Bid Due Date: February 17, 2021
Project (Brief Description Including Location): **T.S. Cristobal Repairs to Washington Street Outfall**

BOND
Bond Number: Bid Bond
Date (Not later than Bid due date): February 17, 2021
Penal sum Five Percent of Bid Amount (Words) 5% of Bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SCI, Inc.
Bidder's Name and Corporate Seal (Seal)

By:
Signature and Title David Shackelford
President, SCI, Inc.

Attest:
Signature and Title Michael Shackelford
Vice President, SCI, Inc.

SURETY

The Gray Casualty & Surety Company
Surety's Name and Corporate Seal

By:
Signature and Title Amanda Jean Charfauros, Attorney-in-Fact
(Attach Power of Attorney) Resident Mississippi Agent
Fisher Brown Bottrell Insurance, Inc.

Attest:
Signature and Title Peggy Jackson, Witness

Note: Above addresses are to be used for giving required notice.

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability. Recovery of such penal sum under the terms of this Bond shall be the Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

Fisher Brown Bottrell Insurance, Inc.
02/11/2021 15:12 167270402520

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond **Principal:** SCI, Inc.

Project: Hancock County Board of Supervisors
T.S. Cristobal Repairs to Washington Street Outfall

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 **Jerry G. Veazey, Jr., Trina Cobb, Peggy L. Jackson, Angela Bullie, Brody Eric Buckley, Amanda Jean Charfauros, and Stephen Wesley Price, Jr. of Jackson, Mississippi jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-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
$10,000,000.00.

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 17th day of February , 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: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

SECTION 00870

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, NON-COLLUSION AND OTHER RESPONSIBILITY MATTERS

Under Executive Order 12549 individuals or organizations debarred from participation in Federal Assistance Programs may not receive an assistance award under a federal program or subagreement there under for $25,000 or more. Accordingly, each recipient of a Federally-Funded contract or subcontract exceeding $25,000 must complete the following certification (see 40 CFR 32.510). The prime bidder shall attach the copies of this certification to his bid.

The prospective participant certifies to the best of their knowledge and belief that it and its principals:

(a) Have not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officials, partners, employees or principal owners;

(b) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(c) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(d) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Subsection 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

T.S. Cristobal Repairs to Washington Street Outfalls
Title of Project or Subcontract

SCI, Inc. 2-17-2021
Prime or Subcontractor's Name Signature/Date

n/a
( ) I am unable to certify to the above statements. Attached is my explanation.

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

SECTION 00870

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(c) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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T.S. Cristobal Repairs to Washington Street Outfalls
Title of Project or Subcontract

SCI, Inc. 2-17-2021
Prime or Subcontractor's Name Signature/Date

n/a
( ) I am unable to certify to the above statements. Attached is my explanation.

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

SCI, INC.
13520 OLD HWY 67
BILOXI, MS 39532

is duly registered and entitled to perform

1) BUILDING CONSTRUCTION 2) HEAVY CONSTRUCTION
3) HIGHWAY, STREET AND BRIDGE CONSTRUCTION 4) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION
5) PIPE WORK - GAS LINES

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 1 day of Dec., 2020

BOARD OF CONTRACTORS STATE OF MISSISSIPPI

CERTIFICATE OF RESPONSIBILITY
No. 04939-MC
Expires Dec. 1, 2021

Jack A. Caudill

CHAIRMAN OF THE BOARD

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

SCI, Inc.
GENERAL CONTRACTOR
Mississippi Gulf Coast

CORPORATION CERTIFIED RESOLUTION

I, David Shackelford, President & CEO and Glenda Shackelford, Secretary/Treasurer of SCI, Inc., a corporation organized and existing under the laws of the State of Mississippi (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on June 19, 2019, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

Resolved: That Michael Shackelford, Vice President and Brandy Hamilton, Vice President of SCI, Inc. is empowered and authorized, on behalf of the Company, to execute and deliver contracts and amendments thereto, and all documents required by the Governor, the Mississippi Department of Public Works, the Mississippi State Properties Review Board and the Office of the Attorney General associated with such contracts and amendments.

In Witness Whereof, the undersigned has affixed his/her signature and the corporate seal of the Company this 19th day of June 2019.

SCI, INC. CORPORATE SEAL 1980 MISSISSIPPI
(Corporate Seal)

David Shackelford, President/CEO

Glenda Shackelford, Secretary/Treasurer

Notary: Valerie M Mabry
My Commission Expires: 03-20-2020
Signature: Valerie M Mabry

VALERIE M. MABRY COMMISSION EXPIRES 03-20-2020 NOTARY PUBLIC ID 65016 HARRISON COUNTY STATE OF MISSISSIPPI

13520 Old Highway 67 Biloxi, MS 39532
Phone: (228) 207-2383 • Fax: (228) 207-6447
www.scimsgulfcoast.com

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

STATE OF MISSISSIPPI

HARRISON COUNTY

CERTIFIED
RESOLUTION
OF THE BOARD OF DIRECTORS
OF SCI, INC.,
a Mississippi Corporation

Before me, the undersigned, a Notary Public in and for said county and said estate, personally appeared Glenda J. Shackelford, who being duly sworn stated the following:

1. I am the duly elected Corporate Secretary of SCI, Incorporated, a corporation organized and existing under the laws of the state of Mississippi, and

2. I do hereby certify that attached hereto as Exhibit "A" is a true and correct copy of the resolution of the Company adopted by the Board of Directors of SCI, Incorporated, on November 20, 2020, pertaining to the authorization of officers to sign, execute and deliver on behalf of the Company all construction contracts and all documents relating to the construction contract which resolution is presently in full force and effect:

IN WITNESS WHEREROF, I have hereunto subscribed my signature and affixed the seal of the corporation this 20th day of November, 2020.

SCI, INC. CORPORATE SEAL 1980 MISSISSIPPI

Glenda J. Shackelford
Glenda J. Shackelford

SCI, INC.
OFFICERS AUTHORIZED TO SIGN CONTRACTS

STATE OF MISSISSIPPI
HARRISON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Glenda J. Shackelford, whose name as Corporate Secretary of **SCI, INC.**, a Mississippi corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she, in her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 20th day of November, 2020.

VALERIE M MABRY Commission Expires 03-20-2024 NOTARY PUBLIC ID 89016 Harrison County STATE OF MISSISSIPPI

Valerie M Mabry
Notary Public
My Commission Expires: 3/20/2024

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

"EXHIBIT A"

**ACTIONS TAKEN BY WRITTEN CONSENT
BY THE BOARD OF DIRECTORS OF
SCI, INC.**

By written consent of all the directors of SCI, Incorporated (the "Company"), the following actions and resolutions were taken and consented to:

BE IT RESOLVED that either the President, Vice President, Secretary or Treasurer of SCI, Inc., whose names appear on the Corporate minutes of its Annual Meeting held November 20, 2020, are authorized to sign and execute construction contracts, and all documents relating to the construction contract, on behalf of the Company. They are the following:

David J. Shackelford	President
Glenda J. Shackelford	Secretary/Treasurer
Michael D. Shackelford	Vice President
Brandy J. Hamilton	Vice President

Each of whom is currently serving in the capacity to which elected.

The above actions and resolutions being taken upon the written consent of all the directors of SCI, Inc., their signatures below. This the 20th day of November, 2020.

DIRECTORS:

David L. Shackelford

Glenda J. Shackelford

Michael D. Shackelford

Brandy J. Hamilton

SCI, Inc. CORPORATE SEAL 1980 MISSISSIPPI

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

SCI, INC.
SECRETARY'S CERTIFICATE

I, Glenda J. Shackelford, duly elected Secretary of SCI, Inc., a Mississippi corporation, do hereby certify that attached hereto as Exhibit "A" is a true and correct listing of the officers authorized to sign and execute construction contracts, and all documents relating to the construction contract, on behalf of the Company.

In witness whereof, I have hereunto signed my name as of the 20th day of November, 2020.

Glenda J. Shackelford

Glenda J. Shackelford

SCI, Inc. CORPORATE SEAL 1980 MISSISSIPPI

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

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

TRANSMITTAL

Date: February 5, 2021

Total No. of Pages: 8
(including this cover)

To: All Planholders

From: Bob Escher, P.E.

Re: T.S. Cristobal Repairs to Washington Street Outfall

Attached herewith is Addendum No. 1 for the above referenced project.

PLEASE ACKNOWLEDGE YOUR RECEIPT OF THIS ADDENDUM BY COMPLETING THE ACKNOWLEDGEMENT BELOW AND FAXING THIS PAGE ONLY TO (228) 467-2720 OR EMAILING TO COMPTON@COMPTONENGINEERING.COM. Acknowledgement of this addendum on page 1 of the Bid form is also required.

If you have any questions regarding this addendum, please call me at (228) 467-2770.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 1

FOR

T.S. Cristobal Repairs to Washington Street Outfalls

TO: Compton Engineering, Inc.
3036 Longfellow Drive
Bay St. Louis, MS 39520

Telephone: (228) 467-2770
Facsimile: (228) 467-2720
Email: compton@comptonengineering.com

We hereby acknowledge receipt of Addendum No. 1 for the above referenced project. We will ensure that Addendum No. 1 is acknowledged in the bid submitted by our company.

Print name of company: SCI, Inc.

Print name of person acknowledging receipt of addendum: Valerie Mabry

Signature of person acknowledging receipt of addendum:

Date of acknowledgement: 2-10-2021

S:\Bay St Louis\0 PROJECTS\2020\20-011 - HCBOS - Monitoring Services for Permanent Non-Permanent TS Cristobal\20-011.002 - TS Cristobal Repairs to Washington Street Outfalls\Docs\Design\Specs\Addendum #1\00901-01 Addendum No. 1.doc

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

SECTION 00901-01
ADDENDUM NO. 1

Dated: February 5, 2021

Project: T.S. Repairs to Washington Street Outfall	Owner: Hancock County Board of Supervisors	Engineer's Project No.: 220-041.002

The following changes, additions, and/or deletions are hereby made a part of the Project Manual for the T.S. Repairs to Washington Street Outfall for the Hancock County Board of Supervisors dated January 4, 2021 as fully and completely as if the same were fully and completely set forth therein:

PROJECT MANUAL

Part 1 – Bidding Requirements

1. SECTION 00410 BID FORM: REPLACE this section in its entirety with Attachment No. 1 to Addendum No. 1.

DRAWINGS

1. SHEET C1.0: INSERT note; All reinstalled pipe that is below the sand completely shall have geotextile fabric installed around joints.

All bidders shall acknowledge receipt and acceptance of this Addendum No. 1 consisting of one (1) page plus attachments by signing the acknowledgement form preceding this addendum and acknowledging receipt on page 1 of the Section 00410-Bid. Bids submitted without acknowledging receipt of the addendum may be considered non-responsive.

Sincerely,

HANCOCK COUNTY BOARD OF SUPERVISORS

By: _____
Bob Escher, P.E.

Attachment: 20210217 - SCI (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

DNA Underground, LLC
16101 S Swan Road
Gulfport, MS 39503

Certificate of Responsibility
#20907-MC

SEALED BID FOR:

T.S. CRISTOBAL REPAIRS TO WASHINGTON STREET OUTFALL

SEALED BID TO BE OPENED AT 11:00 A.M., 17th DAY, FEBRUARY, 2021

HANCOCK COUNTY BOARD OF SUPERVISORS
OF HANCOCK COUNTY
854 HIGHWAY 90, SUITE A
BAY ST.LOUIS, MS 39520"

RECEIVED
FEB 17 2021
BY:

10:41 A

Attachment: 20210217 - T.S. Cristobal DNA Underground, LLC (7728 : Take Bids received for T.S.

SECTION 00430
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):
DNA Underground LLC
16101 S. Swan Road
Gulfport, MS 39503

SURETY (Name and Address of Principal Place of Business):
Hartford Fire Insurance Company
Hartford Plaza
Hartford, CT 06155

OWNER (Name and Address): *Hancock County Board of Supervisors*
854 Highway 90
Bay St. Louis, MS 39520

BID
Bid Due Date: 2/17/2021
Project (Brief Description Including Location): **T.S. Cristobal Repairs to Washington Street Outfall**

BOND
Bond Number: Bid Bond
Date (Not later than Bid due date): 2/17/2021
Penal sum Five Percent of Amount of Bid (Words) 5% of Amount of Bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

DNA Underground LLC (Seal)
Bidder's Name and Corporate Seal

By: [signature] / Owner
Signature and Title Dustin Gartman

Attest: [signature]
Signature and Title Office Manager

SURETY

Hartford Fire Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [signature]
Signature and Title Stephen Wesley Price, Jr./Attorney-in-Fact
(Attach Power of Attorney) Resident MS Agent
Fisher Brown Bottrell

Attest: [signature]
Signature and Title Brody Buckley, Witness

Note: Above addresses are to be used for giving required notice.

Attachment: 20210217 - T.S. Cristobal DNA Underground, LLC (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability. Recovery of such penal sum under the terms of this Bond shall be the Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Attachment: 20210217 - T.S. Cristobal DNA Underground, LLC (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: FISHER BROWN BOTTRELL INS INC
Agency Code: 43-239145

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Jim A. Armstrong, Brody Eric Buckley, Angela Bullie, Amanda Jean Charfauros, Trina Cobb, Jerry Eugene Horner Jr., Peggy L. Jackson, Stephen Wesley Price Jr., Jerry G. Veazey, Jr., Jason J. Young of JACKSON, Mississippi

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 2/17/2021

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

POA 2018

Attachment: 20210217 - T.S. Cristobal DNA Underground, LLC (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs

SECTION 00410
BID FORM

NOTE: Use preferably black ink for completing this Bid form.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

T.S. Cristobal Repairs to Washington Street Outfall

1.02 This Bid is submitted to:

Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.04 The person to contact for additional information regarding this Bid:

NAME: Dustin Gartman
TITLE: Owner
TELEPHONE: (228) 284-5049

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
#1	2/5/21

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing

Attachment: 20210217 - T.S. Cristobal DNA Underground, LLC (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs

reliable "technical data" and, (2) reports and drawings of Hazardous Environmental Conditions, if any, at the site that have been identified in SC-4.06 as containing reliable "technical data".

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

Attachment: 20210217 - T.S. Cristobal DNA Underground, LLC (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID FORM– T.S. CRISTOBAL REPAIRS TO WASHINGTON STREET OUTFALL					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
1	Mobilization / Demobilization	LS	1	XXXXX	12,000.00
2	Remove and Re-Install Existing 36" Class III Reinforced Concrete Pipe	LF	104	160.00	16,640.00
3	New Pipe Anchor Assembly, including hardware	EA	6	4,600.00	27,600.00
4	New 36" reinforced concrete pipe Class III	LF	32	215.00	6,880.00
5	Erosion Control	LS	1	6,750.00	6,750.00
TOTAL BASE BID (TO BE READ ALOUD):					69,870.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be Completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Contract as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:
A. Required Bid security in the form of Bid Bond, Section 00430.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF Mississippi

COUNTY OF Hancock

BIDDER

9.01 The name of the bidder submitting this proposal is:

DNA Underground, LLC

Attachment: 20210217 - T.S. Cristobal DNA Underground, LLC (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs

Headquarters Address: 16101 s Swan Road
Street

Gulfport | MS | 39503
City | State | Zip

(228) 284-5049 | (228) 284-5049
Phone | Fax

dnautilities@gmail.com
Email

Local Mailing Address (if different than above):

Street

City | State | Zip

Address to which all communications concerned with this Bid and with the resulting Contract shall be sent:

DNA Underground, LLC | 16101 S Swan Road
Name | Street or P.O. Box

Gulfport | MS | 39503
City | State | Zip

Attention: Dustin Gartman
Name | Title

Submitted on February 17, 2021.

State Contractor License No. 20907-MC. (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): DNA Underground, LLC

By: _____ (SEAL)
Dustin Gartman *(Individual's signature)*

Doing business as: DNA Underground, LLC

Attachment: 20210217 - T.S. Cristobal DNA Underground, LLC (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs

A Partnership

Partnership Name: N/A (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

First Partner Name (typed or printed): _____

Address: _____

Second Partner Name (typed or printed: _____

Address: _____

A Corporation

Corporation Name: N/A (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ *[State Where Project is Located]* is ____________.

Attachment: 20210217 - T.S. Cristobal DNA Underground, LLC (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs

A Joint Venture

Name of Joint Venturer: N/A

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

9.03 I (Bidder) have examined and prepared the foregoing Bid(s) based on the information contained in the Project Manual provided with the Bid; that I have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that these statements are true and correct.

Signature: _____
Dustin Gartman

Title: Owner (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this 17 day of Feb, 2021.

Notary Public – State of Michell Dotterer - Mississippi

My Commission expires June 11, 2021 (Notary Seal).

STATE OF MISSISSIPPI
MICHELE D GILLIHAN
NOTARY PUBLIC
ID No. 120480
Comm. Expires
June 11, 2021
HANCOCK COUNTY

Attachment: 20210217 - T.S. Cristobal DNA Underground, LLC (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs

DNA UNDERGROUND, LLC
16101 S Swan Road
Gulfport, MS 39503
Phone/Fax: (228) 284-5049
Cell: (228) 216-0863

February 17, 2021

T.S. CRISTOBAL REPAIRS TO THE WASHINGTON STREET OUTFALL

I, Dustin Gartman, hereby ceritify that I have read and understand the plans and contract documents for the above mentioned project and that I am the Owner of DNA Underground, LLC, and I am authorized to execute and submit proposals, bids and execute agreements on behalf of DNA Underground, LLC.

D. Gartman (Signature of Affiant)

Subscribed and sworn to before me this 17 day of February, 2021.

Michelle Gillihan Notary Public

My Commission Expires: June 11, 2021

STATE OF MISSISSIPPI
MICHELE D GILLIHAN
NOTARY PUBLIC
ID No. 120480
Comm. Expires
June 11, 2021
HANCOCK COUNTY

Attachment: 20210217 - T.S. Cristobal DNA Underground, LLC (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

DNA UNDERGROUND LLC
16101 S SWAN RD
GULFPORT, MS 39503

is duly registered and entitled to perform

1) CULVERTS AND DRAINAGE STRUCTURES 2) DEMOLITION
3) DIRECTIONAL BORING/PIPE INSTALLATION 4) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
5) UNDERGROUND UTILITIES

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 22 day of Dec., 2020

BOARD OF CONTRACTORS STATE OF MISSISSIPPI

CERTIFICATE OF RESPONSIBILITY
No. 20907-MC
Expires Dec. 22, 2021

Joel A. Carroll

CHAIRMAN OF THE BOARD

F0108
Fee: $

Michael Watson
SECRETARY OF STATE

2021043680

Business ID: 1053261
Filed: 01/26/2021 10:13 AM
Michael Watson
Secretary of State

2021 LLC Annual Report

Business Information

Business ID: 1053261
Business Name: DNA Underground LLC
State of Incorporation: MS
Business Email: dnautilities@gmail.com
Phone: (***)***-****
FEIN: **-*******

Principal Address: 16101 S Swan Road, 16101 S Swan Road
Gulfport, MS 39503

Registered Agent

Name: Dustin Gartman
Address: 16101 S Swan Road
Gulfport, MS 39503

Managers and Members

Managers

Name:
Kenny Stokes
Manager

Address:
13048 Cable Bridge Road
Pass Christian, MS 39571

Members

Name:
Dustin Gartman
Member

Address:
16101 S Swan Road
Gulfport, MS 39503

Attachment: 20210217 - T.S. Cristobal DNA Underground, LLC (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs

Officers

Title/Name:	*Address:*	*Director:*
President:		☐
Vice President:		☐
Secretary:		☐
Treasurer:		☐

☑ This LLC has a written Operating Agreement.

NAICS Code/Nature of Business

237990 - Other Heavy and Civil Engineering Construction
237310 - Highway, Street, and Bridge Construction
237110 - Water and Sewer Line and Related Structures Construction

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***01/26/2021***.

Name:	*Address:*
Dustin Gartman *Member*	16101 S Swan Road Gulfport, MS 39503

Attachment: 20210217 - T.S. Cristobal DNA Underground, LLC (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs

Officers List

Name:	*Address:*
Kenny Stokes *Manager*	13048 Cable Bridge Road Pass Christian, MS 39571
Dustin Gartman *Member*	16101 S Swan Road Gulfport, MS 39503

Attachment: 20210217 - T.S. Cristobal DNA Underground, LLC (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
DNA Underground LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1053261
Status:	Good Standing
Effective Date:	10/09/2014
State of Incorporation:	Mississippi
Principal Office Address:	16101 S Swan Road, 16101 S Swan Road Gulfport, MS 39503

Registered Agent

Name

Dustin Gartman
16101 S Swan Road
Gulfport, MS 39503

Officers & Directors

Name	Title
Kenny Stokes 13048 Cable Bridge Road Pass Christian, MS 39571	Manager
Dustin Gartman 16101 S Swan Road Gulfport, MS 39503	Member

Attachment: 20210217 - T.S. Cristobal DNA Underground, LLC (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs

TWIN L CONSTRUCTION, INC.
8292 FIRETOWER RD.
PASS CHRISTIAN, MS 39571
(228) 255-7930
(228) 255-4155 - FAX
twinl@cableone.net

HANCOCK COUNTY BOARD OF SUPERVISORS
854 HIGHWAY 90,SUITE A
BAY ST. LOUIS, MS 39520

BID FOR:

T.S. CRISTOBAL REPAIRS TO
WASHINGTON STREET OUTFALL

DATE:

FEBRUARY 17, 2021

TIME:

11:00 A.M.

COR #

08365-MC

Attachment: 20210217 - Twin L (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

SECTION 00410
BID FORM

NOTE: Use preferably black ink for completing this Bid form.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

T.S. Cristobal Repairs to Washington Street Outfall

1.02 This Bid is submitted to:

Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.04 The person to contact for additional information regarding this Bid:

NAME: Richard Lindner
TITLE: President
TELEPHONE: 228-255-7930

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
(1)	2-5-21

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing

Attachment: 20210217 - Twin L (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

reliable "technical data" and, (2) reports and drawings of Hazardous Environmental Conditions, if any, at the site that have been identified in SC-4.06 as containing reliable "technical data".

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

Attachment: 20210217 - Twin L (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID FORM– T.S. CRISTOBAL REPAIRS TO WASHINGTON STREET OUTFALL					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
1	Mobilization / Demobilization	LS	1	XXXXX	10,164.00
2	Remove and Re-Install Existing 36" Class III Reinforced Concrete Pipe	LF	104	102.00	10,608.00
3	New Pipe Anchor Assembly, including hardware	EA	6	2981.00	17,886.00
4	New 36" reinforced concrete pipe Class III	LF	32	83.00	2656.00
5	Erosion Control	LS	1	3176.00	3176.00
TOTAL BASE BID (TO BE READ ALOUD):					44,490.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be Completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Contract as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:
A. Required Bid security in the form of Bid Bond, Section 00430.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF MS

COUNTY OF Harrison

BIDDER

9.01 The name of the bidder submitting this proposal is:

Twin L Const. INC.

Attachment: 20210217 - Twin L (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

Headquarters Address: 8272 Firetower Rd
Street
Pass Christian MS 39571
City State Zip
228 255 7936 228-255-4155
Phone Fax
twinlecable one.net
Email

Local Mailing Address (if different than above):
Same as above
Street
Same
City State Zip

Address to which all communications concerned with this Bid and with the resulting Contract shall be sent:
Same as above
Name Street or P.O. Box
Same
City State Zip
Attention: Richard Latner President
Name Title

Submitted on 2-17, 2021.

State Contractor License No. 08365-mc. (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): N/A

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Attachment: 20210217 - Twin L (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

A Partnership N/A

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

First Partner Name (typed or printed): _____

Address: _____

Second Partner Name (typed or printed: _____

Address: _____

A Corporation

Corporation Name: Twin L Const Inc. (SEAL)

State of Incorporation: MS

Type (General Business, Professional, Service, Limited Liability): General Business

By: Richard Ladner
(Signature – attach evidence of authority to sign)

Name (typed or printed): Richard Ladner

Title: President

(CORPORATE SEAL)

Attest: Kathy Ladner
(Signature of Corporate Secretary)

Date of Qualification to do business in MS *[State Where Project is Located]* is 8/1/83.

Attachment: 20210217 - Twin L (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

A Joint Venture NP

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

9.03 I (Bidder) have examined and prepared the foregoing Bid(s) based on the information contained in the Project Manual provided with the Bid; that I have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that these statements are true and correct.

Signature: _____

Title: President (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this 17 day of Feb, 2021.

Notary Public – State of MS.

My Commission expires 3-31-21 (Notary Seal).

JANET LADNER HARRISON COUNTY MISSISSIPPI NOTARY PUBLIC ID # 24789 My Commission Expires 3-31-21

Attachment: 20210217 - Twin L (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

SECTION 00430
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): Twin L Construction, Inc.
8292 Firetower Rd.
Pass Christian, MS 39571

SURETY (Name and Address of Principal Place of Business): Endurance Assurance Corporation
4 Manhattanville Road, 3rd Floor
Purchase, NY 10577

OWNER (Name and Address): *Hancock County Board of Supervisors*
854 Highway 90
Bay St. Louis, MS 39520

BID
Bid Due Date: 2/17/2021
Project (Brief Description Including Location): **T.S. Cristobal Repairs to Washington Street Outfall**

BOND
Bond Number: n/a
Date (Not later than Bid due date): 2/17/2021
Penal sum Five Percent of Total Amount Bid (Words) 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
Twin L Construction, Inc. (Seal)	Endurance Assurance Corporation (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature and Title President	By: Signature and Title Garrett Turner, Attorney-in-Fact (Attach Power of Attorney)
Attest: Signature and Title Office Manager	Attest: Signature and Title Stefani Turner, Assistant

Note: Above addresses are to be used for giving required notice.

Attachment: 20210217 - Twin L (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability. Recovery of such penal sum under the terms of this Bond shall be the Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   - 3.2. All Bids are rejected by Owner, or
   - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Attachment: 20210217 - Twin L (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

17

SOMPO INTERNATIONAL
INSURANCE

11369

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Mary Catherine Turner, Meghann Catherine Turner, Garrett Turner** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars ($10,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation	Endurance American Insurance Company	Lexon Insurance Company	Bond Safeguard Insurance Company
By: Richard M Appel	By: Richard M Appel	By: Richard M Appel	By: Richard M Appel
Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 15, 1984 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 17th day of February 20 21.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.
Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Attachment: 20210217 - Twin L (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

SECTION 00870

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, NON-COLLUSION AND OTHER RESPONSIBILITY MATTERS

Under Executive Order 12549 individuals or organizations debarred from participation in Federal Assistance Programs may not receive an assistance award under a federal program or subagreement there under for $25,000 or more. Accordingly, each recipient of a Federally-Funded contract or subcontract exceeding $25,000 must complete the following certification (see 40 CFR 32.510). The prime bidder shall attach the copies of this certification to his bid.

The prospective participant certifies to the best of their knowledge and belief that it and its principals:

(a) Have not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officials, partners, employees or principal owners;

(b) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(c) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(d) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Subsection 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

T.S. Cristobal Repairs to Washington St. Outfall
Title of Project or Subcontract

Twin L Const Inc. Richard Lodin 2.17.21
Prime or Subcontractor's Name Signature/Date

( ) I am unable to certify to the above statements. Attached is my explanation.

Attachment: 20210217 - Twin L (7728 : Take Bids received for T.S. Cristobal Washington Street Outfall repairs under advisement.)

HANCOCK COUNTY COMMUNITY COMMITTEE
21267 FOREST LEE RD
PICAYUNE, MS 39466

1253

85-368/655
24

DATE 2-17-2021

PAY TO THE ORDER OF Hancock County Arena $ 80,000.00

Eighty Thousand & 00/100 DOLLARS

HANCOCK WHITNEY

FOR Concrete Slab at Arena

⑈001253⑈ ⑆065503681⑆ 0049399445⑈

Attachment: 20210217 - Donation for Hancock County Arena (7729 : Accept $80,000 donation for Hancock County Arena improvements.)

HCCC commits up to $80,000.00 for Concrete slab improvements on the West side of the arena and concession area. This will create approximately 8000 ☐ of hard surface area for Cornhole tournaments, weddings, dances, etc. This will become the largest hard surface space in the County.

Attachment: 20210217 - Donation for Hancock County Arena (7729 : Accept $80,000 donation for Hancock County Arena improvements.)



Attachment: Paul Harris donation (7219 : Accept $80,000 donation for Hancock County Arena Improvements.)

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	February 8, 2021
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20210208-02
	FEBRUARY 8, 2021 DOCKET

ATTACHED:
09-FEB 8, 2021

Attachment: RESOLUTION# 20210208-02 FEBRUARY 8, 2021 DOCKET (7685 : HCPHC February 8, 2021 Docket of Claims.)

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

RESOLUTION# 20210208-02

Claims Docket

BE IT RESOLVED, that the February 8, 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 8th day of February 2021.

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

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
09-FEB 8, 2021

Attachment: RESOLUTION# 20210208-02 FEBRUARY 8, 2021 DOCKET (7685 : HCPHC February 8, 2021 Docket of Claims.)

HANCOCK COUNTY PORT & HARBOR COMMISSION
G O DOCKET
FEBRUARY 8, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	AGJ SYSTEMS & NETWORKS INC.	IT SUPPORT/E-MAIL/ANTI-SPAM/MONITOR	$ 3,341.00
2	AGJ SYSTEMS & NETWORKS INC.	UPS BATTERY BACKUP/MONITOR	$ 284.67
3	ALMOST HOME L.L.C.	MANUFACTURING ROUNDTABLE LUNCHEON	$ 500.00
4	BAY BOOKS	COST BOOKS	$ 1,750.00
5	BLUE CROSS BLUE SHIELD OF MISSISSIPPI	MEDICAL INSURANCE	$ 20,309.59
6	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 515.99
7	COMMUNITY COFFEE COMPANY, LLC	COFFEE SERVICE	$ 50.00
8	DEFERRED COMP	DEFERRED COMP	$ 50.00
9	ELITE SCREEN PRINTING, LLC	HCPHC LOGO SHIRTS/JACKET	$ 199.60
10	FEDEX	POSTAGE	$ 20.03
11	GULF PORTS ASSOCIATION	ANNUAL MEMBERSHIP DUES	$ 500.00
12	INFINISOURCE, INC	MEDICAL HRA PLAN	$ 1,748.16
13	INTERNAL REVENUE SERVICE	PAYROLL TAXES	$ 12,777.92
14	KILN UTILITY & FIRE DISTRICT	MONTHLY UTILITIES	$ 104.32
15	MARVIN LACOSTE REPAIR SERVICES, INC	R&M-BUILDING A/C BREAKER BOX REPAIR	$ 375.00
16	METLIFE INSURANCE	INSURANCE	$ 3,196.97
17	PERS OF MISSISSIPPI	PERS PAYMENT	$ 24,231.31
18	R J YOUNG COMPANY, INC	COPIER RENTAL/USAGE	$ 258.91
19	RAILROAD CT-1 TAXES	PAYROLL TAXES	$ 9,438.44
20	RANKIN & ASSOC PAYROLL ACCOUNT	MONTHLY PAYROLL	$ 53,321.84
21	TERRAPIN CONSULTING, LLC	GP SUPPORT	$ 2,170.00
22	THE CLAY FIRM	GOVERNMENT RELATIONS & CONSULTING	$ 2,127.70
23	WASTE MANAGEMENT, INC	DUMPSTER SERVICES (2 MONTHS)	$ 244.53
		TOTAL ADMIN OPERATING EXPENSE:	$ 137,515.98
		TOTAL GO DOCKET:	$ 137,515.98

Attachment: RESOLUTION# 20210208-02 FEBRUARY 8, 2021 DOCKET (7685 : HCPHC February 8, 2021 Docket of Claims.)

HANCOCK COUNTY PORT & HARBOR COMMISSION
RAILROAD DOCKET
FEBRUARY 8, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	BRIGGS EQUIPMENT	R&M EQUIPMENT-OIL CHANGE/KNUCKLES	$ 1,589.60
2	CANON FINANCIAL SERVICES, INC.	COPIER RENTAL/USAGE	$ 147.80
3	CAR PARTS CENTER / CAR QUEST, INC	SUPPLIES-OIL	$ 89.88
4	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 204.12
5	CSX TRANSPORTATION, INC	CAR HIRE, OCTOBER 2020	$ 80.17
6	EAGLE ENERGY, INC	SUPPLIES-OIL	$ 2,712.60
7	ELITE SCREEN PRINTING, LLC	UNIFORM SHIRTS	$ 79.00
8	FASTENAL	SUPPLIES-SAFETY GLASSES	$ 36.00
9	FEDEX	POSTAGE	$ 45.89
10	GRAINGER	R&M EQUIPMENT-FILTERS/CAPACITOR	$ 214.49
11	KIRK'S WHEEL & TIRE PROS	R&M VEHICLE-TIRES	$ 634.28
12	KRULL, KEVIN	UNIFORM BOOTS	$ 117.69
13	MOBILEDEMAND, LC	SUPPLIES-TABLET ADAPTERS/D-RING KITS	$ 251.19
14	REPSS INC	CALIBRATION/BATTERY REPLACEMENT	$ 645.00
15	ROTO-ROOTER PLUMBERS	R&M-BUILDING DRAIN REPAIR	$ 323.25
16	TTX COMPANY	CAR HIRE, OCTOBER 2020	$ 25,283.24
17	TTX COMPANY	CAR HIRE, NOVEMBER 2020	$ 2,605.32
18	WASTE MANAGEMENT, INC	DUMPSTER SERVICES (2 MONTHS)	$ 156.00
		TOTAL OPERATING EXPENSE:	$ 35,215.52
		TOTAL RAILROAD DOCKET:	$ 35,215.52

Attachment: RESOLUTION# 20210208-02 FEBRUARY 8, 2021 DOCKET (7685 : HCPHC February 8, 2021 Docket of Claims.)

HANCOCK COUNTY PORT & HARBOR COMMISSION
INDUSTRIAL PARK DOCKET
FEBRUARY 8, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 981.73
2	COMPTON ENGINEERING, INC	TIDELAND LEASE DESCRIPTION POTW	$ 1,500.00
3	ELITE SCREEN PRINTING, LLC	UNIFORM SHIRTS	$ 61.90
4	GULF BREEZE LANDSCAPING, LLC	LAWN MAINTENANCE (2 MONTHS)	$ 11,621.00
5	LAKESHORE AUTOMOTIVE, LLC	R&M VEHICLE-ELECTRICAL/RADIATOR HOSE	$ 1,515.54
6	QUALITY FIRE & SAFETY SERVICE, LLC	ANNUAL FIRE EXTINGUISHER INSPECTION	$ 303.00
7	WRIGHT NATIONAL FLOOD INSURANCE CO	FLOOD INSURANCE	$ 2,548.00
		TOTAL OPERATING EXPENSE:	$ 18,531.17
		TOTAL PORT DOCKET:	$ 18,531.17

Attachment: RESOLUTION# 20210208-02 FEBRUARY 8, 2021 DOCKET (7685 : HCPHC February 8, 2021 Docket of Claims.)

HANCOCK COUNTY PORT & HARBOR COMMISSION
STENNIS INTERNATIONAL AIRPORT DOCKET
FEBRUARY 8, 2021 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	ALL SAFE TECHNOLOGIES	EQUIPMENT-ID BADGE PRINTER KIT	$ 4,938.28
2	ALLEN ENTERPRISES, INC	R&M AIRFIELD-LENS/FIXTURES/TRANSFORMERS	$ 5,256.20
3	BUCK RAMOND HEATING & AIR	R&M BUILDING-HANGAR B-1 A/C REPAIR	$ 98.00
4	CHRIS CAVOTE	T-HANGAR DEPOSIT REFUND	$ 375.00
5	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 8,996.90
6	COASTAL HARDWARE & RENTAL CO, INC	R&M AIRFIELD-REFURBISH TIEDOWNS	$ 39.30
7	DBT TRANSPORTATION SERVICES, LLC	R&M EQUIPMENT-AWOS REPAIR	$ 415.91
8	ELITE SCREEN PRINTING, LLC	FIREFIGHTERS UNIFORM SHIRTS	$ 868.00
9	FUELMAN	SUPPLIES-FUEL	$ 237.55
10	GULF BREEZE LANDSCAPING, LLC	LAWN MAINTENANCE (2 MONTHS)	$ 26,451.50
11	KILN UTILITY & FIRE DISTRICT	MONTHLY UTILITIES	$ 940.86
12	KUTCHINS & GROH, LLC	PREPARE ANNUAL CAPITAL IMPROVEMENT PROGRAM	$ 5,590.00
13	R J YOUNG COMPANY, INC	COPIER RENTAL/USAGE	$ 89.23
14	RAINBOW SPRING WATER, INC	BOTTLED WATER, ARFF & ATCT	$ 79.97
15	SHERWIN-WILLIAMS CO.	R&M BUILDING-TERMINAL OFFICE PAINT	$ 214.26
16	WASTE MANAGEMENT, INC	DUMPSTER SERVICES (2 MONTHS)	$ 815.00
		TOTAL OPERATING EXPENSE:	$ 55,405.96
		CAPITAL PROJECTS	
17	BXS INSURANCE	AP1701, HANGAR PHASE II BUILDERS RISK POLICY	$ 1,101.00
18	DRACE CONSTRUCTION CORPORATION	AP1701, HANGAR PHASE II	$ 1,118,097.30
		TOTAL CAPITAL EXPENSE:	$ 1,119,198.30
		TOTAL AIRPORT DOCKET:	$ 1,174,604.26

Attachment: RESOLUTION# 20210208-02 FEBRUARY 8, 2021 DOCKET (7685 : HCPHC February 8, 2021 Docket of Claims.)

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	February 8, 2021
To:	Port & Harbor Commission
From:	Bridgette Jones, Executive Secretary
Subject:	RESOLUTION# 20210208-01
	AUTHORIZING EXECUTION OF MULTI-MODAL FUNDING AGREEMENT (PROJECT NO. RMM-21(004) FOR $400,000 FOR PROJECT RR2101 NORTH YARD UPGRADE LOCATED AT PORT BIENVILLE RAILROAD

ATTACHED:
FY 21, MM Award Letter; HCPHC
FY 21 Port Bienville; MOU

Attachment: RESOLUTION# 20210208-01 AUTHORIZING EXECUTION OF MULTI-MODAL FUNDING AGREEMENT (PROJECT NO. RMM-21(004)

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

RESOLUTION# 20210208-01

RESOLUTION# 20210208-01 :SPREADING EXECUTED MDOT MULTI-MODAL GRANT FOR RMM-21(004) NORTH YARD UPGRADE RR2101

WHEREAS, pursuant to authority granted by the Commission (HCPHC), HCPHC submitted to the Mississippi Transportation Commission ("MDOT") an Application for Rail Multi Modal Funds – FY2021 to fund in part a project to upgrade the North Yard at Port Bienville Railroad, at a projected cost of $850,053.00;

WHEREAS, MDOT made an award to the Commission under which MDOT will pay up to $400,000.00 of the cost incurred by the Commission for the upgrade to the North Yard, subject to the terms and conditions in the Multi-Modal Funding Agreement (Project No. RMM-21(004)) (the "Grant Agreement"), which is attached hereto and incorporated by reference;

WHEREAS, the award is subject to the Commission executing the Grant Agreement;

WHEREAS, it would be in the best interest of the Hancock County Port and Harbor Commission to accept said grant offer and execute the Grant Agreement;

NOW THEREFORE BE IT RESOLVED, the Hancock County Port and Harbor Commission accepts and authorizes its Chief Executive Officer to execute Multi-Modal Funding Agreement (Project No. RMM-21(004)) to fund Project RR2101 North Yard Upgrades at Port Bienville Railroad and any and all documents necessary to accept and receive said grant moneys from the Mississippi Transportation 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.

ATTACHED:
FY 21, MM Award Letter; HCPHC
FY 21 Port Bienville; MOU

Attachment: RESOLUTION# 20210208-01 AUTHORIZING EXECUTION OF MULTI-MODAL FUNDING AGREEMENT (PROJECT NO. RMM-21(004)

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

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
FY 21, MM Award Letter; HCPHC
FY 21 Port Bienville; MOU

Attachment: RESOLUTION# 20210208-01 AUTHORIZING EXECUTION OF MULTI-MODAL FUNDING AGREEMENT (PROJECT NO. RMM-21(004)

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Brian D. Rathm
Deputy Executive Director/Chief Engineer
Lisa M. Hancoc
Deputy Executive Director/Administratic
Willie Hu
Director, Office of Enforceme
Charles R. Ca
Director, Office of Intermodal Plannir

January 27, 2021

Mr. William V. Cork, Chief Executive Officer
Hancock County Port and Harbor Commission
14054 Fred and Al Key Road
Kiln, MS 39556

Re: Multi-Modal Project No. RMM-21(004) Agreement

Dear Mr. Cork,

This letter is to inform you that your project was selected by the Rails Multimodal Committee for an award of $400,000. Enclosed for signatures are three originals of the referenced Multi-Modal agreement. Please have each document dated, signed and attested by the appropriate project representatives. The three documents, along with the completed **E-Verify form**, are to be returned by **February15, 2021** for execution by our Executive Director. One fully executed original will be returned for your records along with the formal notice to proceed.

Please note that all work accomplished, equipment procured, consultant contracts or other expenditures pursuant to this award must meet all applicable state procurement regulations in addition to meeting the requirements of the terms and conditions of this agreement.

Once the notice to proceed is issued, the following (as applicable) will be required for our review and approval prior to any payment of state funds:

- Plans, specifications and contract documents.
- Engineering, consultant, etc. agreements.
- Tabulation of bids, if applicable.

You are reminded that the project must be completed within 24 months of MDOT's execution date of this agreement.

If you have any questions, please contact me at (601) 359-1454 or by email at jstubbs@mdot.ms.gov.

Sincerely,

Josh Stubbs, P.E.
Rails Engineer

Attachment: RESOLUTION# 20210208-01 AUTHORIZING EXECUTION OF MULTI-MODAL FUNDING AGREEMENT (PROJECT NO. RMM-21(004)

MISSISSIPPI TRANSPORTATION COMMISSION
MULTI-MODAL FUNDING AGREEMENT
Project No. RMM-21(004)

This AGREEMENT is made and entered into by and between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT"), and **Hancock County Port and Harbor Commission** ("RECIPIENT," jointly referred to as "PARTIES"), effective as of the date of the last execution below.

WHEREAS, Section 65-1-701 et seq., Miss. Code Ann. (1972) as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid for the development and improvement of transportation projects; and

WHEREAS, the RECIPIENT has submitted an application for Federal and/or State MULTI-MODAL Funds (hereinafter "APPLICATION") to the COMMISSION for financial assistance to be expended by or on behalf of the RECIPIENT in support of a project consisting of the following:

North Yard Upgrade

Amount: **$400,000.00**

hereinafter referred to as the "PROJECT," a brief description together with special provisions of which is incorporated herein and made part of this AGREEMENT as Attachment "A."

Such PROJECT may be more fully described in the APPLICATION, capital replacement plan, budget/estimate and/or approved Federal/State grant on file in the offices of the Mississippi Department of Transportation, which, as applicable, are incorporated herein by reference; and

WHEREAS, the COMMISSION has agreed to partially fund such PROJECT with State and/or Federal funds, said PROJECT having been first approved by the Railroad MULTI-MODAL Committee;

NOW, THEREFORE, in furtherance thereof, the parties hereto do agree as follows:

SECTION I Responsibilities of the Parties

As a condition of this AGREEMENT and as consideration for same, the RECIPIENT agrees to the following terms and conditions:

A. The RECIPIENT will expend an amount equal to the amount shown in the APPLICATION as the RECIPIENT's share of the PROJECT, unless a lesser amount is subsequently approved by the COMMISSION.

B. The RECIPIENT will carry out and complete the PROJECT in accordance with the approved APPLICATION, budget/estimate, plans, specifications, or contracts for

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the transportation PROJECT, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

C. The RECIPIENT will provide the COMMISSION with reports in a format and schedule as may be requested by the COMMISSION for accomplishing the PROJECT. Failure to accomplish the PROJECT in a timely manner may be considered as the basis for the COMMISSION to cancel this award and withdraw these funds.

D. The RECIPIENT will ensure that all funds awarded through this AGREEMENT are expended in accordance with all Federal/State cost principles as well as Federal and State procurement laws, regulations, or other program guidance as applicable.

E. The RECIPIENT will at all times comply with all applicable Federal and State regulations, policies, procedures and directives, including the applicable Certifications and Assurances to be executed by the RECIPIENT as a part of grant awards and/or other agreements with the COMMISSION that relate to this PROJECT.

F. The RECIPIENT will establish and maintain financial records of the PROJECT in accordance with applicable Federal and/or State audit requirements and make them available to personnel of the COMMISSION upon request.

G. The RECIPIENT will operate and maintain in a safe and serviceable condition, all real and/or personal property, including but not limited to vehicles and equipment (hereinafter, as combined, to be referred to as “PROPERTY”) that is purchased in whole or in part with funds provided by this AGREEMENT.

H. The RECIPIENT will grant and does hereby grant to the COMMISSION the right and opportunity to inspect any PROPERTY financed in whole or in part by this AGREEMENT, to audit any records connected to this PROJECT, and to review the RECIPIENT’s processes, procedures, and use of said PROPERTY.

I. The RECIPIENT will dispose of all PROPERTY financed in whole or in part by this AGREEMENT in accordance with the applicable property management and disposition policies and procedures as determined by the COMMISSION.

J. The RECIPIENT will dispose of all proceeds resulting from the sale of any PROPERTY financed in whole or in part by this AGREEMENT in accordance with written guidance from the COMMISSION.

The COMMISSION in discharge of its responsibilities hereunder agrees to reimburse the RECIPENT an amount up to $400,000.00 as the COMMISSION’s share from the State MULTI-MODAL Transportation Improvement Fund, and/or other available State or Federal funds as may be appropriate for expenses incurred in accomplishing the PROJECT.

SECTION II Purchase of Property, Goods, or Services

The purchase of all PROPERTY, and/or goods and services, financed in whole or in part pursuant to this AGREEMENT shall be in accordance with the applicable Federal and State laws and procurement regulations, including State competitive bidding procedures.

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The MDOT, after conferring with the appropriate Federal agency, may impose additional specific requirements governing the acquisition, use, or disposition of PROPERTY purchased with Federal funds.

SECTION III Title to Project Property

With respect to the title to PROPERTY acquired as a result of this AGREEMENT, the RECIPIENT agrees as follows:

A. Title to PROJECT PROPERTY shall be in the RECIPIENT's name subject to the restrictions of use and disposition as set forth herein and in accordance with Sections IV, V, and VIII of this AGREEMENT. If applicable, the COMMISSION shall be listed as first lien-holder on and maintain all original titles to PROPERTY and shall be furnished one set of keys. If this AGREEMENT is terminated for any reason, title to such PROPERTY shall become vested in the COMMISSION as first lien-holder and the COMMISSION shall have the right to repossess the same without notice.

B. The RECIPIENT shall grant to the COMMISSION a security interest in the PROJECT PROPERTY through the execution of a security agreement in a form acceptable to the COMMISSION and by the filing of financing statements necessary to perfect that security interest. A copy of the Security Agreement form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below**.**

C. When real property is acquired and/or developed under the terms of this AGREEMENT, non-governmental RECIPIENTS agree to grant to the COMMISSION a security interest in the real property to secure RECIPIENT's performance of the terms of this AGREEMENT and shall perfect that security interest by executing a deed of trust in a form acceptable to the COMMISSION and by filing that deed of trust in the land records of the county where the real property is located. At least ten (10) days prior to the transfer of funds under the terms of this AGREEMENT for the acquisition and/or development of real property, the RECIPIENT shall provide to the COMMISSION a title certificate from a Mississippi licensed attorney approved by the COMMISSION showing that there are no encumbrances on the real property to be acquired and/or developed, and the RECIPIENT shall have the title certificate updated immediately prior to the transfer of funds for the acquisition and/or development of the subject property. A copy of the Deed of Trust form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.

D. In addition, when real property is acquired and/or developed under the terms of this AGREEMENT, non-governmental RECIPIENTS shall convey to the COMMISSION the RECIPIENT's executive power to transfer any interest in the real property until the RECIPIENT has fulfilled its obligations under the terms of this AGREEMENT. The conveyance of the RECIPIENT's executive power shall be in a form acceptable to the COMMISSION. A copy of the Conveyance of Executive Power form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.

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E. If the RECIPIENT is a governmental entity, in lieu of C and D above, it agrees to execute a Notice of Federal/State Interest which shall be duly recorded in the land records of the county. A copy of an acceptable form of the Notice of Federal/State Interest is available from the designated COMMISSION contact person shown at Section XXI below.

SECTION IV Use of Project Property

Use of PROJECT PROPERTY is subject to the following conditions:

A. The RECIPIENT agrees that the PROJECT PROPERTY shall be used as described in the approved APPLICATION and this AGREEMENT. If, during the duration of the PROJECT, any PROPERTY is not used in this manner or is withdrawn from service for more than ninety (90) days, the RECIPIENT shall notify the COMMISSION in writing and shall dispose of such PROPERTY in accordance with guidance from the COMMISSION.

B. In the event of the RECIPIENT's non-compliance with the provisions of this section, the COMMISSION shall impose such sanctions as it may determine to be appropriate, including but not limited to:

(1) Withholding or discontinuing further reimbursements or funding; and/or

(2) Cancellation, termination, or suspension of this AGREEMENT in whole or in part.

C. The RECIPIENT shall keep satisfactory records with regard to the use of the PROJECT PROPERTY and shall submit to the COMMISSION upon request such information as is required.

D. The RECIPIENT shall neither use nor permit the PROPERTY provided hereunder to be used for any illegal or unlawful purpose or in an unlawful manner or otherwise subject the said PROPERTY to confiscation. The RECIPIENT agrees to reimburse the COMMISSION for the fair, retail market value in the event that the PROPERTY is confiscated while in the possession or control of the RECIPIENT, together with other such expenses or losses that the COMMISSION may incur as a result thereof including attorney fees.

SECTION V Encumbrance of Project Equipment or Real Property

Except as provided in Section III of this AGREEMENT, the RECIPIENT shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal/State interest in any PROJECT PROPERTY, nor shall it obligate itself in any other manner, with any third party with respect to such PROPERTY, unless such lease, pledge, mortgage, lien, contract, or other obligation is expressly authorized in writing by the COMMISSION; nor shall the RECIPIENT, by any act or omission of any kind, adversely affect the Federal/State interest or impair its continuing control over the use of said PROPERTY.

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SECTION VI Records and Maintenance of Project Property

For the duration of the PROJECT, the RECIPIENT shall maintain the PROJECT PROPERTY at a high level of cleanliness, safety, and mechanical soundness. The RECIPIENT must maintain a PROJECT equipment inventory and a formal maintenance program. Property records must include a description of the property, vehicle identification number, if applicable, source, cost, acquisition date, percent of Federal participation, detailed maintenance records, and any disposition data.

SECTION VII Insurance

The RECIPIENT shall obtain insurance adequate to protect PROJECT PROPERTY, as well as public liability insurance. The COMMISSION shall be named as loss payee for PROPERTY purchased with Federal and/or State MULTI-MODAL funds. The RECIPIENT shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the COMMISSION or prior to beginning vehicle operations, work or services to carry out the PROJECT, and said coverage shall remain in effect at all times during the duration of the PROJECT.

The RECIPIENT shall obtain and maintain at all times during the duration of the PROJECT insurance coverage adequate to meet the appropriate requirements of the COMMISSION. In lieu thereof, the RECIPIENT shall certify that its sub-recipient has obtained said coverage. These specific requirements shall be attached hereto as Attachment "B."

SECTION VIII Disposition of Property

The RECIPIENT agrees that the PROJECT property shall be used as described in Section IV of this AGREEMENT. If, at any time during the duration of this PROJECT, any PROPERTY with remaining useful life is not being used as described above, the RECIPIENT shall notify the COMMISSION in writing and, after concurrence by the COMMISSION, shall dispose of such PROPERTY in accordance with applicable laws and regulations and with the following procedures:

A. Disposal of property with remaining useful life requires written approval authorized by the COMMISSION.

(1) If PROPERTY is transferred to another recipient, the transferring RECIPIENT shall be entitled to and responsible for collecting from the receiving recipient its pro rata share of the current fair market value, based on the local match ratio. The value of the local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals, value of the property shall be based on standard depreciation calculations.

(2) If the PROPERTY is approved to be retained by the RECIPIENT and the property has a fair market value of at least five thousand dollars ($5,000.00), the RECIPIENT shall reimburse the COMMISSION in an amount based on the Federal/State pro rata share of the original cost, equal to the current fair market value of the PROPERTY. The fair market value must be based upon two (2) independent appraisals. These appraisals must be approved by the COMMISSION.

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(3) If the PROPERTY is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of PROPERTY must be consistent with State laws. The COMMISSION may authorize the expenses of the sale to be deducted from the proceeds. The proceeds derived from the sale of the PROPERTY may be retained by the RECIPIENT as long as such proceeds are used to support the transportation PROJECT approved by the COMMISSION. Otherwise the RECIPIENT shall reimburse the COMMISSION its pro rata share of the net proceeds, based on the pro rata share of the original cost.

B. To request disposal of PROPERTY that has reached its end of useful life, the RECIPIENT must make a written request of a declaration of end of useful life to the COMMISSION. Requests for end of useful life must be made in such a manner and format as required by the COMMISSION in the approved program procedures manual or policy statements.

C. The RECIPIENT shall be responsible to the COMMISSION for full compliance with the current version of OMB Circular A-110 Revised and the "Common Grant Rule" for property disposition, and all other provisions of applicable Federal and State laws, rules, and regulations.

SECTION IX E-Invoice and E-Payment Paymode-X

This COMMISSION requires that all RECIPIENTS submit invoices electronically throughout the term of this AGREEMENT. RECIPIENT invoices shall be submitted to the COMMISSION using the processes and procedures identified by the COMMISSION. Procedures for new RECIPIENTS may be found in the Mississippi Department of Finance and Administration's Mississippi Agency Accounting Policies and Procedures (MAAPP) Manual in the Vendor File Maintenance Sections 11.20.10, 17.20.05, and 17.10.10 and in the related section on requirements for requesting an exemption from electronic payment found in Section 17.10.20. RECIPIENT understands that RECIPIENT must be enrolled in Paymode-X e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless RECIPIENT has applied for and been granted an exemption. RECIPIENT may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the Mississippi Management and Reporting System's (MMRS) Call Center at (601) 359-1343. Payments by State Agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited in the bank account of the RECIPIENT's choice. RECIPIENT understands that the COMMISSION is exempt from the payment of taxes. All payments shall be in United States Currency.

SECTION X Agreement Reimbursement/Payments

Reimbursement payments pursuant to this award will be made for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing the PROJECT. Final payment will be made after review and approval by the COMMISSION of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

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The COMMISSION reserves the right to amend or withdraw this award at any time prior to its acceptance by the RECIPIENT.

SECTION XI Applicable Law/Severability

This AGREEMENT shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi shall be null and void. If any term or provision of this AGREEMENT is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby and each term and provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

SECTION XII Availability of Funds

It is expressly understood and agreed that the obligation of the COMMISSION to proceed under this AGREEMENT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of State funds, as provided by Section 27-104-25 of the Mississippi Code.

If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient as a result of the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, then this AGREEMENT shall be suspended automatically without any notice to RECIPIENT or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. RECIPIENT is responsible for monitoring the actions of the Mississippi Legislature in its enactment of, or its failure to enact, any budget appropriation for the MDOT for the ensuing Fiscal Year, and for monitoring the MDOT website at http://www.gomdot.com for any such notices.

In the event that said suspension is necessary, RECIPIENT shall take all necessary steps to minimize the incurrence of costs allocable to the suspension, and advise all sub-recipients and vendors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then COMMISSION may, at its discretion, elect to extend the suspension and/or issue a stop work order or terminate this AGREEMENT as provided below.

If a suspension is not canceled and the work covered by such suspension is terminated, the RECIPIENT may be paid for services rendered prior to the suspension and/or stop work order. In addition to payment for services rendered prior to the date of the suspension and/or stop work order, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIII Stop Work Order/Termination for Lack of Funding

The COMMISSION may issue a stop work order or terminate this AGREEMENT for lack of funding in the following manner:

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A. The COMMISSION may, by written order to the RECIPIENT at any time, and without notice to any surety, require the RECIPIENT to stop all or any part of the work called for by this AGREEMENT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the RECIPIENT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the RECIPIENT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the COMMISSION shall either:

(1) Cancel the stop work order; or

(2) Terminate the work covered by such order according to and as provided elsewhere in this AGREEMENT.

Prior to the COMMISSION's taking official action to stop work under this AGREEMENT, the Executive Director of MDOT may notify the RECIPIENT, in writing, of the MDOT's intentions to ask the COMMISSION to stop work under this AGREEMENT. Upon notice from the Executive Director of MDOT, RECIPIENT shall suspend all activities under this AGREEMENT, pending final action by the COMMISSION.

B. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the RECIPIENT shall have the right to resume work. If the COMMISSION decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the RECIPIENT's cost properly allocable to the performance of any part of this AGREEMENT and the RECIPIENT asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage, an equitable adjustment in this AGREEMENT may be made by written modification of this AGREEMENT as provided by the terms of this AGREEMENT.

C. If a stop work order is not canceled and the work covered by such order is terminated, the RECIPIENT may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the COMMISSION shall be liable only for the costs, fees, and expenses for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT in the packaging and shipment of all documents covered by this AGREEMENT to the COMMISSION. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

D. If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient due to the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, the COMMISSION shall have the right, upon ten (10) days' written notice to the RECIPIENT, to terminate this AGREEMENT without damage, penalty, cost, or expenses to the

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COMMISSION of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIV Responsibilities for Claims and Liability

Non-governmental RECIPIENTS shall defend, indemnify, and hold harmless the COMMISSION and all its officers, agents, and employees from any claim, loss, damage, cost, charge, expense, or reasonable attorney fees (including, but not limited to, any type of environmental claim, loss, damage cost charge, or expense), to the extent caused by any act, actions, negligence, or omission by the RECIPIENT, its agents, employees, or sub-recipients during the performance of this AGREEMENT, whether direct or indirect. Neither the RECIPIENT nor any of his agents or sub-recipients will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the COMMISSION or any of its officers, agents, or employees.

Non-governmental RECIPIENTS' obligation under this section shall be initiated by the COMMISSION's notice of claim for indemnification to RECIPIENT. At the COMMISSION's option, the RECIPIENT shall defend or participate and associate with the COMMISSION in the defense and trial or arbitration of any damage claim, lien, or suit and any related settlement negotiations. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the COMMISSION entirely responsible shall excuse performance of provision by the RECIPIENT. In such case, the COMMISSION shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the COMMISSION agrees to notify all RECIPIENTS in writing as soon as practicable after receipt or notice of any claim involving RECIPIENT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

All RECIPIENTS, whether public or otherwise, agree to notify the Commission of any event encountered in the course of performance of this AGREEMENT which results in injury to any person or property, or which may otherwise subject the RECIPIENT or the COMMISSION or its officers, agents, or employees to liability. The RECIPIENT shall report any such event to the COMMISSION immediately upon discovery. Reporting to the COMMISSION under this section shall not excuse or satisfy any obligation of the RECIPIENT to report any event to law enforcement or other entities under the requirements of any applicable law.

All notices, communications, and correspondence between the COMMISSION and the RECIPIENT shall be directed to the key personnel and designated agents designated in this AGREEMENT.

SECTION XV Immigrant Status Certification/E-Verify

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RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act**,** Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. RECIPIENT agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. RECIPIENT understands and agrees that any breach of these warranties may subject RECIPIENT to the following: (a) termination of this AGREEMENT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification, or other document granted to RECIPIENT by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, RECIPIENT would also be liable for any additional costs incurred by the State due to AGREEMENT cancellation or loss of license or permit. The RECIPIENT is required to provide the certification on Attachment "C" to this AGREEMENT to the COMMISSION verifying that the RECIPIENT and sub-recipient(s), if any, are registered and participating in E-Verify prior to execution of this AGREEMENT.

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this AGREEMENT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

SECTION XVI Disputes

Any dispute concerning a question of fact in connection with this AGREEMENT which is not disposed of by agreement shall be arbitrated by the Executive Director of the MDOT or such person as the Executive Director may designate. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within fifteen (15) days from the date of receipt of the decision, the RECIPIENT submits a written request for review of the decision. In that event, the RECIPIENT shall be provided an opportunity to be heard on the review and offer evidence in support of the RECIPIENT's position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent, or was capricious. Until a final determination is made, the RECIPIENT shall proceed forthwith with the performance of the RECIPIENT's duties under this AGREEMENT pursuant to the Executive Director's decision.

SECTION XVII Termination of Agreement by Mutual Consent or Fault

This AGREEMENT may be terminated at any time by mutual consent of both parties. The RECIPIENT may terminate its participation in the PROJECT by notifying in writing and receiving the

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concurrence of the COMMISSION forty-five (45) days in advance of the termination. The COMMISSION may terminate this AGREEMENT by giving the RECIPIENT fifteen (15) days' advance written notice in the event of determination by the COMMISSION of nonperformance or any breach of any terms of this AGREEMENT by the RECIPIENT. The COMMISSION, before issuing written notice of AGREEMENT termination, may allow the RECIPIENT forty-five (45) days to correct the problems identified. If the COMMISSION makes the determination that this AGREEMENT should be terminated due to (a) insufficient performance, (b) a violation of any provision of this AGREEMENT, or (c) a misuse of the funds or equipment provided under this AGREEMENT, then it is agreed that this AGREEMENT shall be terminated upon fifteen (15) days' notice in writing from the COMMISSION to the RECIPIENT. The RECIPIENT shall be entitled to receive compensation for eligible expenses approved by the COMMISSION prior to receiving the termination notice.

SECTION XVIII Termination of Agreement by the Commission

The COMMISSION shall have the absolute right to terminate this AGREEMENT at any time without notice to the RECIPIENT, on the occurrence of any of the following occurrences, which shall constitute a material breach of this AGREEMENT:

A. failure to perform any of the scheduled duties as set out herein;

B. performing unacceptable work, or neglecting or refusing to remove materials or to perform anew such work as may be rejected as unacceptable;

C. discontinuing the prosecution of the work;

D. subcontracting or assigning the work hereunder without the prior written consent of the COMMISSION;

E. unnecessary delay in completing the duties under this AGREEMENT;

F. violation by the Recipient of any law of the State of Mississippi or any law of the United States of America;

G. becoming insolvent, being declared bankrupt, filing for protection under any chapter of the U.S. Bankruptcy Code, or committing any act of bankruptcy or insolvency;

H. allowing a final judgement to stand unsatisfied;

I. making an assignment of the benefit of creditors;

J. failure to provide and maintain the policies of insurance as required by this AGREEMENT;

K. failure for any other causes whatsoever to carry on the work in an acceptable manner.

The above list of circumstances constituting material breach is not intended to be all inclusive and in no way restricts the COMMISSION for terminating this AGREEMENT for any material breach recognized by the Courts, State or Federal.

Termination without notice shall require written notice to the RECIPIENT setting out the basis for said termination and the effective date of said termination. Prior to termination without notice for reasons A, B, C, D, E or I above, the COMMISSION must show that the appropriate supervisory personnel have notified the RECIPIENT of the deficient performance and given the

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RECIPIENT at least fifteen (15) days to cure the deficiencies, unless said deficiencies are such that they may cause irreparable harm to PROJECT PROPERTY or public safety.

If the RECIPIENT enters into bankruptcy, voluntarily or involuntarily, any PROPERTY, or proceeds resulting from the sale thereof, purchased or financed in whole or in part with funds provided by this AGREEMENT shall not be an asset to the RECIPIENT.

In the event of a termination for any reason, the COMMISSION'S obligations and liability hereunder shall be limited solely to payment of any compensation due RECIPIENT as stated in this AGREEMENT.

SECTION XIX General Provisions

This AGREEMENT, together with the APPLICATION and Attachments hereto, constitutes the sole and entire agreement between the COMMISSION and the RECIPIENT with respect to the PROJECT hereof and supersedes any and all prior agreements, discussions, and negotiations between the COMMISSION and the RECIPIENT.

The RECIPIENT's acceptance of this AGREEMENT shall be evidenced by execution of this AGREEMENT by a duly authorized representative of the RECIPIENT, and said acceptance shall comprise a MULTI-MODAL FUNDING AGREEMENT. It shall become effective upon the date of RECIPIENT's acceptance and shall remain in effect for twenty four (24) consecutive months following execution by the Executive Director of the Mississippi Department of Transportation. Any unspent funds remaining at the end of this AGREEMENT shall automatically revert to the COMMISSION.

The COMMISSION executes all its orders and directives through the duly appointed Executive Director and the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the PROJECT identified in this AGREEMENT shall be directed to the appropriate modal Division Director, Mississippi Department of Transportation, and shall reference this AGREEMENT number.

SECTION XX Agreement Changes

Modifications, changes, or amendments to this AGREEMENT may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this AGREEMENT must be in writing and signed by both parties hereto.

SECTION XXI Notice, Key Personnel, and Designated Agents

The RECIPIENT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this AGREEMENT shall not be changed or reassigned without prior approval of the MDOT. If prior approval is impossible, recipient shall give notice to the MDOT as soon as practicable, and by subsequent review the MDOT may approve or disapprove the action. For purposes of implementing this section and all other sections of this AGREEMENT with regard to notice, the individuals listed below are herewith designated as agents for the respective parties. Any notice required or permitted to be given under this AGREEMENT shall be in writing and sent

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by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

Commission:
Assistant State Traffic Engineer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850
Telephone: 601-359-1454
Facsimile: 601-359-5918

Recipient:
Mr. Shane A. LaFontaine
Hancock County Port and Harbor Commission
14054 Fred and Al Key Road
Kiln, MS 39556
Telephone: (228) 533-7788
Facsimile: (228) 533-7644

With copy to:

Office of the Attorney General
Transportation Division
P.O. Box 1850
Jackson, MS 39201
Telephone: 601-359-7600
Facsimile: 601-359-7774

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Attachment: RESOLUTION# 20210208-01 AUTHORIZING EXECUTION OF MULTI-MODAL FUNDING AGREEMENT (PROJECT NO. RMM-21(004)

For the faithful performance of the terms of this AGREEMENT, the parties hereto have caused this AGREEMENT to be executed by their undersigned authorized representatives and the parties hereto represent that they have the authority to enter into this AGREEMENT.

WITNESS my signature in execution hereof this the ___ day of _____, 20__.

Hancock County Port and Harbor Commission
Recipient

By: _____
Signature

Attest: _____
Signature Title

WITNESS my signature in execution hereof this the ___ day of _____, 20__.

MISSISSIPPI TRANSPORTATION COMMISSION, BY AND THROUGH ITS DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

_____
Melinda L. McGrath, P.E.

MTC Award: Book _____, Page No. _____

Attachment: RESOLUTION# 20210208-01 AUTHORIZING EXECUTION OF MULTI-MODAL FUNDING AGREEMENT (PROJECT NO. RMM-21(004)

Railroad Attachment "A"

Attached to and made a part of that certian MULTI-MODAL Agreement, Project Number **RMM-21(004)**, executed by and between the Mississippi Transportation Commission and recipient(s) **Hancock County Port and Harbor Commission** for the purpose of setting forth the project description, projected completion date, project milestones and applicable special provisions.

PROJECT DESCRIPTION: Replace 5,750 feet of 85 and 90 pound rail with 115 pound rail, remove and replace 250 timber ties, remove three wood tie turnouts and replace with steel tie turnouts, 500 tons of new ballast, regulate and tamp 5,800 feet of track.

SPECIAL PROVISIONS:

Attachment: RESOLUTION# 20210208-01 AUTHORIZING EXECUTION OF MULTI-MODAL FUNDING AGREEMENT (PROJECT NO. RMM-21(004)

Railroad Attachment "B"

Attached to and made a part of that certain MULTI-MODAL AGREEMENT, Project Number **RMM-21(004)**, executed by and between the Mississippi Transportation Commission and recipient(s) **Hancock County Port and Harbor Commission** for the purpose of setting forth the requirements for insurance for the project.

The RECIPIENT shall obtain or shall cause its sub-contractor/sub-recipient or agent to obtain insurance adequate to protect the PROJECT's property and equipment, as well as public liability insurance. The COMMISSION shall be named as loss payee for property and equipment purchased with MULTI-MODAL funds. The RECIPIENT shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the COMMISSION or prior to beginning the PROJECT, and said coverage shall remain in effect at all times during the duration of the PROJECT. The minimum coverage shall be as follows:

A. Comprehensive general liability insurance in an amount not less than five hundred thousand dollars ($500,000.00) per occurrence, including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations for any work performed on or within fifty (50) feet of a railroad right-of-way;

B. Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than five hundred thousand dollars ($500,000.00) per occurrence, covering bodily injury and death and property damage, if applicable;

C. Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars ($50,000.00);

D. Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi;

E. Jones Act coverage, if applicable, in an amount sufficient to comply with the requirements of 46 U.S.C. Section 30104; and

F. Longshoremen and Harbor Workers' compensation coverage, if applicable, in an amount sufficient to comply with the requirements of 33 U.S.C. Section 901.

Railroad Protective Provisions:

The following provisions are applicable to all work performed under a contract on, over, or under the rights-of-way of each railroad not owned by the RECIPIENT that are affected by the PROJECT:

Prior to starting any work on railroad property, the sub-contractor/sub-recipient shall furnish satisfactory evidence to the COMMISSION that insurance of the forms and amounts set out herein in paragraphs (a) and (b) has been obtained. Also, the Contractor shall furnish similar evidence to the affected Railroad Company that insurance has been obtained in accordance with the Standard Provisions for General Liability Policies and the Railroad Protective Liability Form as published in the Code of Federal Regulations, 23 CFR 646, Subpart A. Evidence to the Railroad Company shall be in the form of a Certificate of Insurance for coverage required in paragraph (b), and the original policy of the Railroad Protective Liability Insurance for coverage required in paragraph (a).

Attachment: RESOLUTION# 20210208-01 AUTHORIZING EXECUTION OF MULTI-MODAL FUNDING AGREEMENT (PROJECT NO. RMM-21(004)

For work performed under this AGREEMENT the contractor shall provide insurance for bodily injury liability, property damage liability, and physical damage to property with coverage and limits no less than shown in paragraphs (a) and (b) below. Bodily injury shall mean bodily injury, sickness, or disease, including death at any time resulting therefrom. Property damage shall mean damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction. Physical damage shall mean direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment.

(a) Railroad Protective Liability Insurance shall be purchased on behalf of the Railroad Company with limits of two million dollars ($2,000,000) each occurrence; six million dollars ($6,000,000) aggregate applying separately to each annual period for lines without passenger trains. If the line carries passenger train(s), railroad protective liability insurance shall be purchased on behalf of the Railroad Company with limits of five million dollars ($5,000,000) each occurrence; ten million dollars ($10,000,000) aggregate applying separately to each annual period.

Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in paragraph 4 below.

Coverage shall include:

(1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws

(2) personal property owned by or in the care, custody or control of the railroads,

(3) the Contractor, or any of the Contractor’s agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and

(4) negligence of only the following classes of railroad employees:

(i) any supervisory employee of the railroad at the job site

(ii) any employee of the railroad while operating, attached to, or engaged on work trains or other railroad equipment at the job site which is assigned exclusively to the Contractor

(iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection or property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(b) Contractor's Liability, including subcontractors, XCU and railroad contractual with limits of one million dollars ($1,000,000) each occurrence; two million dollars ($2,000,000) aggregate. Automobile with limits of one million dollars ($1,000,000) combined single limit any one accident; Workers' Compensation and Employer's Liability - statutory and one hundred thousand dollars ($100,000) each accident; one hundred thousand dollars ($100,000) each employee; five hundred thousand dollars ($500,000) policy limit. Excess/Umbrella Liability; five million dollars ($5,000,000) each occurrence; five million

Attachment: RESOLUTION# 20210208-01 AUTHORIZING EXECUTION OF MULTI-MODAL FUNDING AGREEMENT (PROJECT NO. RMM-21(004)

dollars ($5,000,000) aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the RECIPIENT shall provide for and on behalf of each sub-contractor/sub-recipient by means of a separate and individual liability and property damage policy to cover like liability imposed upon the sub-contractor/sub-recipient as a result of the sub-contractor's/sub-recipient's operations in the same amounts as contained above; or, in the alternative each sub-contractor/sub-recipient shall provide same.

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi and shall include an endorsement providing substantially as follows:

> Insurer may not cancel this policy, modify or amend its terms, or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend, or reduce the coverage.
>
> The Railroad Company shall be given at least 30 days' notice prior to cancellation of the Railroad Protective Liability Insurance policy.
>
> Further,

The RECIPIENT shall immediately notify the COMMISSION in writing of any notices from insurer concerning cancellation or reduction in insurance coverage.

On or before the inception of the Period of Performance of this AGREEMENT, the RECIPIENT shall deliver to the COMMISSION a Certificate or Certificates of Insurance, certifying the types and amounts of coverage required herein, the loss payee, and the required endorsement. Governmental RECIPIENTS must provide evidence of the aforesaid insurance coverage or a Certificate of Coverage under the Mississippi Tort Claims Act as set forth in Chapter 46, title 11, Mississippi Code 1972, as amended.

All insurance herein specified shall be carried until the work performed under this AGREEMENT is satisfactorily completed.

Attachment: RESOLUTION# 20210208-01 AUTHORIZING EXECUTION OF MULTI-MODAL FUNDING AGREEMENT (PROJECT NO. RMM-21(004)

Railroad Attachment "C"

RECIPIENT EEV CERTIFICATION AND AGREEMENT

Port Bienville Railroad

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program***** operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any consultant(s)/sub-consultant(s) and/or contractor/sub-contractor(s) in connection with the performance of this AGREEMENT, the undersigned will secure from each such sub-recipient(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this AGREEMENT.

_____

EEV***** Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the AGREEMENT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the AGREEMENT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ _____

Authorized Officer or Agent — Date

_____ _____

Printed Name of Authorized Officer or Agent of Recipient — Title of Authorized Officer or Agent of Recipient

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20___.

_____

NOTARY PUBLIC

My Commission Expires:

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Attachment: RESOLUTION# 20210208-01 AUTHORIZING EXECUTION OF MULTI-MODAL FUNDING AGREEMENT (PROJECT NO. RMM-21(004)

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	February 8, 2021
To:	Port & Harbor Commission
From:	Bridgette Jones, Executive Secretary
Subject:	RESOLUTION# 20210208-05
	RESOLUTION ACCEPTING AND SPREADING IN THE MINUTES THE LEASE OF T-HANGAR SPACE NO 7 TO CARL MCINTYRE.

ATTACHED:
T-Hangar #7 Lease C. McIntyre

Attachment: RESOLUTION# 20210208-05 RESOLUTION ACCEPTING AND SPREADING IN THE MINUTES THE LEASE OF T-HANGAR SPACE NO

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

RESOLUTION# 20210208-05

RESOLUTION ACCEPTING AND SPREADING IN THE MINUTES THE LEASE OF T-HANGAR SPACE NO 7 TO CARL MCINTYRE.

WHEREAS, by Resolution 20170712-03, the Hancock County Port & Harbor Commission adopted its Finance and Risk Management Policy which, among other things, authorized the Chief Executive Officer to execute T-Hangar Leases, provided that the leases are subsequently spread in the minutes;

WHEREAS, on February 2, 2021, the Chief Executive Officer, William Cotter, executed a Lease Agreement for T-Hangar Space No. 7 at Stennis International Airport with Carl McIntyre;

NOW THEREFORE BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby ratifies and spreads in the minutes the lease of T-Hangar Space No. 7 located at Stennis International Airport to Carl McIntyre;

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.

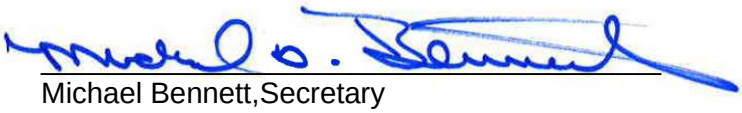
RESULT:	**CARRIED AS AMENDED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Aline Ward, Commissioner
SECONDER:	Michael Casano, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett
EXCUSED:	Derek Necaise

Derek Necaise, President

ATTEST:

ATTACHED:
T-Hangar #7 Lease C. McIntyre

Attachment: RESOLUTION# 20210208-05 RESOLUTION ACCEPTING AND SPREADING IN THE MINUTES THE LEASE OF T-HANGAR SPACE NO



Michael Bennett,Secretary

ATTACHED:
T-Hangar #7 Lease C. McIntyre

Attachment: RESOLUTION# 20210208-05 RESOLUTION ACCEPTING AND SPREADING IN THE MINUTES THE LEASE OF T-HANGAR SPACE NO

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

STENNIS INTERNATIONAL AIRPORT
T-HANGAR LEASE AGREEMENT

THIS T-HANGAR LEASE AGREEMENT made and entered into this, the 1 day of February, 2021 by and between the **HANCOCK COUNTY PORT AND HARBOR COMMISSION**, hereinafter for convenience sake termed "LESSOR", and Carl McIntyre, hereinafter for convenience sake, termed "LESSEE", WITNESSETH:

FOR AND IN CONSIDERATION of the rents, covenants and agreements hereinafter contained, LESSOR does hereby rent and lease unto LESSEE the following:

1. **PREMISES:** LESSOR does hereby lease and let to LESSEE, T-hangar No.7, located at Stennis International Airport, Hancock County, Mississippi, together with reasonably necessary rights of access. LESSEE has inspected the T-Hangar and accepts the T-Hangar in its present condition.
2. **TERM:** The term of this Agreement shall be on a month-to-month basis, with the term to begin on the First day of February, 2021, and each month thereafter, until either party gives notice of termination or default by LESSEE. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.
3. **LOCKS:** Upon execution of a storage space agreement, LESSEE will be provided with two (2) keys. Should either of these keys be lost or stolen, LESSEE will notify LESSOR and a new lock and replacement keys will be provided to the LESSEE, at cost. Should a new or existing LESSEE

request the re-keying of an existing lock, the LESSEE will notify LESSOR of this request. LESSEE will be billed for any rekeying charge.

4. **RENT:** LESSEE shall pay the first and last month's rent, in advance of occupancy. LESSEE shall pay, as rent for the use of the described T-Hangar, the amount of $375.00 , per month in advance on the First day of each month thereafter, and a like amount shall be due and owing on the same day of each month thereafter. Payment may be made by auto draft, which may be enrolled in by completing the ACH authorization form provided by Lessor. Payment may also be made by check addressed to the Hancock County Port & Harbor Commission and delivered by mail or in person to 14054 Fred & Al Key Road, Kiln, MS 39556. A $10 per month convenience fee will be charged for all payments made by check rather than auto draft. A $35.00 monthly late fee will be assessed to any rents not received by the fifth (5th) day of any month. Failure to pay any rent due after thirty (30) days will result in lock out.

5. **REPAIR AND MAINTENANCE:** LESSOR shall be responsible for timely repairs, replacements and maintenance of the building structure, foundation, exterior walls and roof. LESSEE shall be responsible and liable for any damage to the Hangar caused by LESSEE's use of the Hangar, including but not limited to, bent or broken interior walls, damage to floors due to fuel and oil spillage, door damage due to the LESSEE's improper or negligent operation. No alterations, modifications or additions to the Hangar shall be made by LESSEE without the prior written permission of LESSOR. In the event repairs or maintenance (not required as a result of acts or omissions of Lessee) require Lessee to vacate the T-Hangar, rent shall be abated for each day Lessee is unable to utilize the T-Hangar, with such abatement credited to the subsequent month's rent.

Attachment: RESOLUTION# 20210208-05 RESOLUTION ACCEPTING AND SPREADING IN THE MINUTES THE LEASE OF T-HANGAR SPACE NO

Attachment: RESOLUTION# 20210208-05 RESOLUTION ACCEPTING AND SPREADING IN THE MINUTES THE LEASE OF T-HANGAR SPACE NO

6. **USE OF PREMSIES:** The Hangar hereby leased shall be used only for the storage of aircraft or aircraft related parts pursuant to FAA regulations, owned or leased by LESSEE. Lessee shall inform the Lessor of the specific aircraft to be stored in the aircraft and no change of aircraft stored in the T-Hangar will be made without notification to the Lessor. No maintenance of any aircraft shall be conducted in the Hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic and an annual or 100-hour inspection performed by a FAA certified aircraft mechanic. In the event any gasoline, oil, or other fluid is drained from the aircraft, such fluids shall be drained into proper and approved containers and disposed of off site, at Lessee's expense and in accordance with and pursuant to all applicable laws, rules and regulations of all federal, state, and local agencies.

   LESSEE further agrees that no commercial aviation activities shall be conducted at Stennis International Airport without the express written permission of the LESSOR. **"Commercial Aviation activities"** includes, but is not limited to, aircraft rental, charter, aircraft leasing, flight instruction, aerial survey and aerial photography, etc. The storage of fuel or other flammable materials in the Hangar is strictly prohibited. LESSEE is responsible to ensure that aircraft are not refueled in T-Hangar. The LESSEE shall not engage in any illegal activity and shall abide by all Federal, State and F.A.A. regulations.

7. **INDEMNIFICATION:** LESSEE shall keep, protect and save harmless, LESSOR from any loss, cost, claim, judgment or expense of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person, or property arising out of any use of the leased premises by LESSEE, its agents, or any other party or person acting under the direction or control of LESSEE.

8. **INSPECTION:** LESSOR may enter leased Hangar at reasonable times to inspect the premises.

9. **SECURITY:** LESSEE agrees to abide by and cooperate with LESSOR in the enforcement and implementation of all airport security regulations. Security of the Hangar shall be the responsibility of LESSEE. LESSEE agrees to provide LESSOR with a key to any lock or locking device used to secure the Hangar. LESSOR agrees that the key will be used only in case of emergency for inspection of the premises.

10. **UTILITIES:** LESSOR shall provide electricity to Hangar for lights inclusive, at no additional cost to LESSEE. LESSEE shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities. LESSEE shall not operate any air conditioners, refrigerators, heaters or other similar appliances. Outlets, when available, may be used only for operation of droplights, small hand tools, etc. No permitted electrical appliances or other electrical devices shall be connected into the outlet when the LESSEE is not present.

11. **SURRENDER OF PREMISES:** Upon expiration of this Agreement for any reason, LESSEE shall peacefully surrender and deliver possession of the leased premises to LESSOR in as good condition and repair as at the inception of this Agreement, normal wear and tear excepted.

12. **NOTICES:** Should any notices be required to be given to the respective parties, the notice shall be given in writing by registered or certified mail at the following addresses or at such other addresses as may be substituted by subsequent notices to-wit:

As to LESSOR: Stennis International Airport
Hancock County Port and Harbor Commission
14054 Fred & Al Key Road
Kiln, MS 39556

Attachment: RESOLUTION# 20210208-05 RESOLUTION ACCEPTING AND SPREADING IN THE MINUTES THE LEASE OF T-HANGAR SPACE NO

As to LESSEE:

WITNESS THE SIGNATURES of the parties hereto, this the 1 day of February, 2021.

LESSOR: **HANCOCK COUNTY PORT AND HARBOR COMMISSION**

BY: _____
(NAME)

LESSEE: **BY:** Carl McIntyre _____
(NAME)

Attachment: RESOLUTION# 20210208-05 RESOLUTION ACCEPTING AND SPREADING IN THE MINUTES THE LEASE OF T-HANGAR SPACE NO

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	February 8, 2021
To:	Port & Harbor Commission
From:	David Poole,
Subject:	Authorize Execution of Project RR2002 Purchase Order to Superior Petroleum Services, Inc to Upgrade Port Bienville Fuel Farm in the Amount of $49,500 - Includes Replacing and Upgrading New Dispensing Equipment, Hoses, Reels and Wi-Fi Point of Sale Inventory Reconciliation and Employee Utilization Tracking System

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 2020 Budget and associated 2019 WIP - 2022 Capital Improvement Plan, as amended, includes Project **RR2002-Fuel Farm Upgrades** budgeted in the amount of **$95,000** with a construction budget of **$80,000**;

WHEREAS, advertisements for bids were published on July 29, 2020 and August 5, 2020, in the Sea Coast Echo, Sun Herald, Clarion Ledger, and the Procurement Center, for work on Project RR2002;

WHEREAS, on September 3, 2020, two (2) bids were received, opened and read out loud at the bid opening located at the Robert Kane Administration Center;

WHEREAS, Compton Engineering, Inc, the project engineer, provided its September 9, 2020, letter of recommendation to reject all bids, finding that the Base Bid for Project RR2002

Attachment: DOC-2021-15 RR2002 Fuel Farm Upgrades (7689 : Authorize execution of Fuel Farm Upgrades Project RR2002.)

was 18.5% above the Commission's budgeted construction amount;

WHEREAS, with all bids rejected, Hancock County Port and Harbor Commission undertook inhouse the task of cost estimating a substantial portion of the labor and materials effort to complete and reduce the overall cost impact of this project to include painting, cleaning, minor plumbing, and affixing hardware;

WHEREAS, commission personnel sought pricing proposals through closed fuel distribution networks to supply new equipment and labor to install pumps and gauging equipment to satisfy the state and federal regulatory requirements for installation under project **RR2002**;

WHEREAS, A total of five (5) distributors were solicited for identical requirements. four responses were received:

NON-RESPONSIVE

Vendor no. 1 (Executive Fuel Partners) Provided a price of $49,640.85 and in subsequent correspondence asked to be removed from consideration due to lack of personnel and increased workload.

Vendor no. 2 (Southern gas pump repair) provided a price of $44,460.83 and was determined to be financially insolvent and removed from consideration. This vendor required up front payment to purchase material and could no longer provide the equipment specified in original quote.

Vendor no. 3 (American Petroleum Sales and Service) provided a price for materials only and will not provide labor for installation.

Attachment: DOC-2021-15 RR2002 Fuel Farm Upgrades (7689 : Authorize execution of Fuel Farm Upgrades Project RR2002.)

Vendor no. 4 (Mike Hoffman's Petroleum Equipment) did not respond to the request.

RESPONSIVE

Vendor no. 5 (Superior Petroleum Services) provided a price of $49,500.00, which includes all materials and labor to complete installation.

WHEREAS, to substantially offset project costs, utilizing inhouse maintenance resources and an external equipment installer we have estimated a cost savings that is expected to be 30% below the original construction budget of **$80,000**;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby authorizes its Chief Executive Officer or delegee to award project number RR2002 to Superior Petroleum Services, Inc. of Saraland AL, 36571 through a Purchase Order in an amount not to exceed $49,500.00.

Attachment: DOC-2021-15 RR2002 Fuel Farm Upgrades (7689 : Authorize execution of Fuel Farm Upgrades Project RR2002.)

Buddy Champagne

Executive Fuel Partners, LLC
PO Box 81276
Lafayette, LA 70598
337-522-4008

Date: 02/28/2020
Customer: Hancock
Attn: David Odom, Lead Facility Technician

Change Dispencers and Paint Storage Tanks

Services to included:

Pressure wash, rust treat, Prime and Paint tanks

Remove and install 3 dispencer units and card reader

travel

Total Cost:	**$49,640.85**

Attachment: DOC-2021-15 RR2002 Fuel Farm Upgrades (7689 : Authorize execution of Fuel Farm Upgrades Project RR2002.)

David Poole
Purchasing Specialist
14054 Fred & Al Key Road | Kiln, MS 39556
Ofc: **228- 467-9231** – Extension #16
dpoole@hcphc.ms
www.portairspace.com
Economic Development | Port Bienville
Port Bienville Railroad | Stennis International Airport

Pricing Request:

Hancock County Port and Harbor Commission
14054 Fred & Al Key Road
Kiln, MS 39556
Email: Dpoole@hcphc.ms

PROJECT NO. RR2002
DATE: 12/02/2020

TO: [redacted] Marcus Hart
Superior Petroleum Services, Inc.
201 Shell Road
Saraland, Al 36571

Please Return NLT COB 12/09/2020

ITEM #	DESCRIPTION	UNITS	QTY.	UNIT PRICE $	Extended $
1	Gasboy or equal Single hose, single product, standard flow, painted door, no light, commercial grade dispenser	EA	1		$5,285.00
2	Gasboy or equal Two hose, two product, standard flow, painted door, no light, commercial grade dispenser	EA	1		$8,713.00
3	Gasboy Single hose, single product, high flow, painted doors, no light, commercial grade dispenser	EA	1		$9,148.00
4	Inventory system Telcalemit or equal 5 hose system with pedestal, Two gas probes, One Diesel probe four contactor relays (include wireless/Bluetooth capable) and dispensing software with reconciliation and tracking capability	EA	1		$11,915.00
5	Rewind grounding reel with 5 feet of clear plastic-coated wire rope	EA	1		$294.00
6	Misc. Electrical conduit wire etc.	LS	1		$883.00
7	OPW 1" Diesel Nozzle green boot with wire ring	EA	1		$133.00
8	Mogas hanging hardware, reconnectable	EA	1		$271.00
9	Diesel hanging hardware, reconnectable	EA	3	$422.00	$1,266.00
10	1" x 50' Hose reel with fuel compatible hose	EA	1		$1,092.00
11	Labor to Install equipment	LS	1		$10,500.00
				Total:	$49,500.00
Note: ** Contractor will be responsible for removal and proper disposal of all removed equipment. Contractor will need to certify how equipment was disposed of. **					

Attachment: DOC-2021-15 RR2002 Fuel Farm Upgrades (7689 : Authorize execution of Fuel Farm Upgrades Project RR2002.)

From: SOUTHERN GAS PUMP REPAIR LLC
To: David Poole
Cc: james@southerngaspumprepair.com; sean@southerngaspumprepair.com
Subject: Estimate 2020-97 from SOUTHERN GAS PUMP REPAIR LLC
Date: Saturday, October 17, 2020 3:04:27 AM
Attachments: Estimate_202097_from_SOUTHERN_GAS_PUMP_REPAIR_LLC.pdf

NOTE:

In follow up Telecon dated 12-17-20 with owner regarding payment terms stated in estimate, James Johnson, owner stated he could not supply original equipment specified (Now Bennett pumps versus Gasboy) was financially insolvent and could not pay for equipment. I stated to Mr. Johnson that HCPHC does not finance or pay in advance for project work or equipment and his terms were unacceptable. Southern gas pump repair LLC was deemed non responsive and removed from consideration based on this conversation. Mr. Johnson understood and is in complete agreement. - David Poole 12-17-2020

To: HANCOCK PORT

Please review the estimate below. Feel free to contact us if you have any questions. We look forward to working with you.

Thanks for your business!
SOUTHERN GAS PUMP REPAIR LLC

---------- Estimate ----------

47469 Cathy Lane
Robert, LA 70455 US
985-377-6814

Estimate #: 2020-97
Date: 10/16/2020
Exp. Date: 12/24/2020
$44,460.83

Address:

Hancock Port
13006 Sea Plane Road
Bay Saint Louis, Ms 39520

Tracking No. :2020-39

Document #: David
Sales Rep: James

Date	Activity	Description	Qty	Rate	Amount
10/16/2020	GASBOY:984	Single hose , single product , high flow , painted doors , mon lighted dispenser commercial.	1	8,051.00	8,051.00
10/16/2020	GASBOY:985	Gasboy two hose, two product,standa rd flow,painted doors,non lighted, dispenser commercial.	1	7,919.00	7,919.00
10/16/2020	GASBOY:985	Gasboy single hose, single product,standa rd flow,painted doors,non lighted dispenser, commercial	1	4,470.00	4,470.00
10/16/2020	Telcalemit5	Hose system with pedestal, Two gas Probes, One diesel probe, Four contactor relays, 40 Key Fob/ Transponder	1	14,295.00	14,295.00

Attachment: DOC-2021-15 RR2002 Fuel Farm Upgrades (7689 : Authorize execution of Fuel Farm Upgrades Project RR2002.)

		keys, One USB Memory Stick, one USB reader for the Fob Keys.			
10/16/2020	EQUIPMENT	EQUIPMENT RENTAL	1	800.00	800.00
10/16/2020	LABOR	INSTALL EQUIPMENT FOUR PIECES.	1	4,500.00	4,500.00
10/16/2020	MISC	ELECTRICAL CONDUIT, WIRE.	1	1,600.00	1,600.00
10/16/2020	OPW:GAS HA	NEW HANGING HARDWARE, HOSE, NOZZLE, BREAKAWAY.	3	250.00	750.00
10/16/2020	DIESEL HAN	DIESEL HANGING HARDWARE	1	265.00	265.00
10/16/2020	FD84050 OL	1" X 50' FUEL HOSE REEL WITH HOSE	1	1,089.00	1,089.00
10/16/2020	SHIPPING	DISPENSERS	3	111.00	333.00
10/16/2020	SHIPPING	HOSE REEL	1	100.00	100.00
10/16/2020	NATIONAL	POPW 1" DIESEL NOZZLE GREEN BOOT WITH WIRE RING	1	188.83	188.83
10/16/2020	SHIPPING	TELCALEMIT	1	100.00	100.00
10/16/2020		TERMS: PREPAID MY VENDORS REQUIRE PAYMENT BEFORE SHIPMENT.			
				Total:	$44,460.83

THREE GASBOY DISPENSERS WITH PULSE OUTPUT BOARDS, ONE TECALEMIT 5 HOSE SUPERBOX DUAL TANK MONITOR AND FUEL MANAGEMENT SYSTEM. THREE PROBES, PULSERS,CONTRACTOR CIRCUIT RELAYS, 40 KEYFOB TRANSPONDER KEYS, AND USB READER.
INSTALLED

Attachment: DOC-2021-15 RR2002 Fuel Farm Upgrades (7689 : Authorize execution of Fuel Farm Upgrades Project RR2002.)

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	February 8, 2021
To:	Port & Harbor Commission
From:	James Buras, Director of Public Works
Subject:	RESOLUTION# 20210208-09
	AUTHORIZING EXECUTION OF WORK AUTHORIZATION #RR2101-01 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL SERVICES ASSOCIATED WITH RR2101 - TAIL TRACK UPGRADES AT A COST NOT TO EXCEED $89,600

MDOT Multi-Modal Grant Amount: $400,000.00

FY21 Budget	**2021**	**2022**
Engr	$43,778	-
Constr	$741,275	-
CNMR	$60,000	-
Site Prep	$5,000	-
Total Budget	$850,053	-

Funding	**2021**	**2022**
State	$400,000	-
Internal	$450,053	-
Total Budget	$850,053	-

ATTACHED:
WA RR2101-01

Attachment: RESOLUTION# 20210208-09 AUTHORIZING EXECUTION OF WORK AUTHORIZATION #RR2101-01 TO NEEL-SCHAFFER, INC FOR

Attachment: RESOLUTION# 20210208-09 AUTHORIZING EXECUTION OF WORK AUTHORIZATION #RR2101-01 TO NEEL-SCHAFFER, INC FOR

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

RESOLUTION# 20210208-09

AUTHORIZING EXECUTION OF WORK AUTHORIZATION #RR2101-01 TO NEEL-SCHAFFER, INC FOR PROFESSIONAL SERVICES ASSOCIATED WITH RR2101 - TAIL TRACK UPGRADES AT A COST NOT TO EXCEED $89,600

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 includes Project **RR2101-Tail Track Upgrades** budgeted in the amount of **$850,053.00**;

WHEREAS, pursuant to authority delegated by resolution dated August 22, 2016 the Hancock County Port & Harbor Commission ("Commission") executed a professional services agreement (the "Agreement") with Neel-Schaffer, Inc for professional services associated with general engineering support services for Hancock County Port and Harbor Commission;

WHEREAS, pursuant to the Agreement, Neel-Schaffer is to provide professional services as directed by a Work Authorization from the Commission;

WHEREAS, it is in the best interest of the Commission to approve the attached Work Authorization #RR2101-01 for the design and construction management of replacing 5,750 track feet of 90 pound rail, replacing decayed timber ties, replacing three timber turnouts with steel tie turnouts, new ballast and tamping for $89,600.00;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby approves and authorizes the execution of Work Authorization #RR2101-01 to Neel-Schaffer, Inc. by the Chief Executive Officer for a not to exceed amount of $89,600.00;

ATTACHED:
WA RR2101-01

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:	Michael Casano, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Bennett
EXCUSED:	Derek Necaise

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
WA RR2101-01

Attachment: RESOLUTION# 20210208-09 AUTHORIZING EXECUTION OF WORK AUTHORIZATION #RR2101-01 TO NEEL-SCHAFFER, INC FOR

Attachment: RESOLUTION# 20210208-09 AUTHORIZING EXECUTION OF WORK AUTHORIZATION #RR2101-01 TO NEEL-SCHAFFER, INC FOR

HANCOCK COUNTY PORT AND HARBOR COMMISSION
STENNIS INTERNATIONAL AIRPORT

Work Authorization for Professional Services

Tail Track Upgrade, Project # RR2101
(PROJECT IDENTIFICATION NO.)

RR2101-01
(TASK ORDER NUMBER)

It is agreed to undertake the following work in accordance with the provisions of our Prime Agreement for Professional Services dated September 6, 2016. The services shall be Type 2.

DESCRIPTION OF ASSIGNMENT:

1. The scope of work under this project located at the Port Bienville Industrial Park includes Basic and Additional Services as defined herein and in the Prime Agreement. The project includes the replacement of existing 85-90 LB rail with 115 LB rail, removal and replacement of 250 timber ties, replacement of wood ties in three turnouts with steel ties, new ballast, and regulate, surface and tamp approximately 5,800 LF of track. Project map attached.

2. The following Services are to be performed:

   A. Basic Services:
   Design, Construction Documents, and Bidding Phase and Construction Phase services in accordance with the Prime Agreement as referenced. Construction Phase services to include review of submittals, pay estimate approval, contractor coordination, part-time inspection/RPR (approximately 15 hours per week), and project closeout.

   B. Additional Services:
   Topographic Survey: Provide a topographic survey to determine existing conditions and aid in design of the project.
   .

PERIOD OF SERVICES:

1. Phase I – Design, Construction Documents, and Bid Phase:

   The Design, Construction Documents, and Bid Phase and Additional Services will begin immediately following OWNER approval of this Work Authorization for Professional Services. The estimated time for this work is approximately 120 days.

2. Phase II – Construction Phase:

   Construction Phase Services will begin upon award of the Construction Contract by the OWNER and continue through construction of the project. The estimated time for this work is approximately 120 calendar days. Project closeout will follow in 60 calendar days.

COMPENSATION:

1. Basic and Additional Services

   The OWNER shall compensation CONSULTANT for Type 2 Services on an hourly rate basis as agreed in Attachment "A" of the reference Prime Agreement not-to-exceed **eighty-nine thousand six-hundred and 00/100 dollars ($89,600.00)** without prior written authorization.

   Services required beyond the estimated scope and timeframes due to delays in obtaining agency approvals or other causes beyond the Consultants control may require additional compensation with an Amendment to this Work Authorization.

SPECIAL PROVISIONS:

1. Consultant shall not perform any further Basic or Additional Services, nor be paid any additional compensation whatsoever without a prior, express, written Work Order or Amendment thereto, formally approved by the Hancock County Port and Harbor Commission.

2. Payments for services rendered shall only be allowed after the Consultant has submitted an Invoice acceptable to the Owner and as agreed to in the referenced Prime Agreement.

Agreed as to scope of services, period of services, and budget:

HANCOCK COUNTY PORT & HARBOR COMMISSION

By:_____
William P. Cotter
Interim CEO

Date:_____

NEEL-SCHAFFER, INC.

By: Steven A. Twedt P.E.
Steven A. Twedt, P.E.
Senior Vice President

Date: 2-2-2021

Attachment: RESOLUTION# 20210208-09 AUTHORIZING EXECUTION OF WORK AUTHORIZATION #RR2101-01 TO NEEL-SCHAFFER, INC FOR

PROFESSIONAL SERVICES MANHOUR ESTIMATE

RR2101 - Tail Track Upgrade

BASIC SERVICES	P-8 Sr. Eng Mgr	P-4 Prof I	P-1 Eng Intern	T-5 Sr. Inspector	T-3 Tech III	A-4 Sr. Admin
Design Services						
Site Reconnaissance and On-Site Meeting (1)	4	3		2		
Field Surveys						
Preliminary Design Development	8	16			16	
Coordination with Subconsultants	1	2				
Drawing Preparation/Review	8	16			32	
Project Manual						
Bid Proposal and Contracts	16	20				
Technical Specifications	12	20				
Cost Estimates						
Preliminary at 50% Submittal	4	4			2	
Final at 90% Submittal	2	3			2	
90% Plan in Hand Review with Owner	4	3		2		
Final Plan Review (90%) and associated revisions	4	4			4	
Reviewing Agency Submittal (Answer Comments)						
Quality Control Review	4	2				
Bidding and Advertisement Services						
Plan/Spec Reproduction, Sales & Distribution		1				2
Assist Owner with questions and prepare addenda	2	4			2	
Pre-Bid Conference	1	3		2		
Take Bids, Recommend Contract Award & NTP	2	6	2			
Prepare Construction Documents for Execution	1	2	2			2
Construction Administration and Inspection (120 Day Contract)						
Preconstruction Meeting With Owner and Contractor	2	4		2		
Project Coordination	17	80				
Review Material Submittals	4	12				
Progress Meetings (4)	4	12		4		
Review and Recommend Contractor Pay Request (6)	4	12				
Periodic Inspection/RPR (17 wks at 15 hr/wk)				255		
Project Closeout Documents	2	10				
TOTAL HOURS	106	239	4	267	58	4
2016 HOURLY RATE	$195.00	$120.00	$100.00	$115.00	$90.00	$75.00
COST	$20,670.00	$28,680.00	$400.00	$30,705.00	$5,220.00	$300.00

Subtotal Labor: $ 85,975.00

Direct Costs:

Mileage (90 trips) 4,050 miles @ $0.54/mile $ 2,187.00

TOTAL BASIC SERVICES: **$ 88,162.00**

ADDITIONAL SERVICES:

Topographic Survey $ 1,500.00
Environmental Surveys $0.00
Geotechnical Investigation $0.00
Wetland Permitting and Mitigation (If Required, Additional Cost to HCDC) $0.00
Other Surveys if Wetlands Found - Threatened & Endangered Species, Archaeological, misc. (If required, Additional Cost to HCDC) $0.00

TOTAL ADDITIONAL SERVICES: **$1,500.00**

TOTAL ENGINEERING SERVICES FEE: **$89,662.00**

Neel-Schaffer, Inc.
South Mississippi

2/2/2021

Attachment: RESOLUTION# 20210208-09 AUTHORIZING EXECUTION OF WORK AUTHORIZATION #RR2101-01 TO NEEL-SCHAFFER, INC FOR



N

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 feet

NEEL-SCHAFFER
Solutions you can b

Attachment: RESOLUTION# 20210208-09 AUTHORIZING EXECUTION OF WORK AUTHORIZATION

INVOICE

DATE SENT: 12-04-2020

BILL TO:
WEST HANCOCK FIRE PROTECTION DISTRICT
ATTN: ACCOUNTS PAYABLE
16006 WASHINGTON ST
PEARLINGTON MS 39572 0000

REMIT TO:
KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3352971	02-15-2021	02-15-2021	$38,267.20

DESCRIPTION		AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF FEBRUARY 15, 2018	PAYMENT AMOUNT:	$38,267.20
ALERT00-2019 SUTPHEN CUSTOM PUMPER		
Additional interest will be assessed on any payment received after the Due Date.		
		$38,267.20
		TOTAL DUE

112-255

Brian T. Adam

West Hancock Vol. Fire Dept.
Pays ½ of Invoice
District pays remaining ½. Pay # 19,133.60

Attachment: Invoice_West Hancock Truck Payment 2021 (7670 : West Hancock VFD Truck Payment 2021.)

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County, Mississippi** (hereinafter referred to as Customer), and **Canon USA, Inc** (hereinafter referred t as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices o changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies wil be made and the address to which service representatives will respond. Subsequent shipments of supplies for installe equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor' Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendo may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the dat this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provid the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attache to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhib A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of th equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for b Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk o loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possessior due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacin or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to th delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment c software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does nc deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminat the order without penalty, cost or expense to Customer of any kind whatsoever.

Attachment: 20210209105725 (7683 : Approve multifunctional copier for Animal Shelter.)

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301 *et seq*. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

Attachment: 20210209105725 (7683 : Approve multifunctional copier for Animal Shelter.)

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment service or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

Attachment: 20210209105725 (7683 : Approve multifunctional copier for Animal Shelter.)

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuratio or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remed the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate thi Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendo personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem i remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer ma not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer withou said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts o said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notic should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. Th parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construe as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereo or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit o describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi o declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceabl to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action o suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any wa to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to ente into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

Attachment: 20210209105725 (7683 : Approve multifunctional copier for Animal Shelter.)

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement tc the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right tc audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges anc performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has beer started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out o the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations o performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be a specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer' revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specification and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with th Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and wi register and participate in the status verification system for all newly hired employees. The term "employee" as used herein mean any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illega Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homelan Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Progran The Vendor agrees to maintain records of such compliance and, upon request of the State and

Attachment: 20210209105725 (7683 : Approve multifunctional copier for Animal Shelter.)

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of eacl such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform service hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract i Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right t do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor woul also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace th hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the har drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. Thi notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to th equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understanding and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective o relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, i subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated an exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement i subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104 151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protectiv order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contrac website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trad secrets, or other proprietary information including confidential vendor information, or any other information which is require confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully execute copy of this Agreement shall be posted to the State of Mississippi's accountability website at http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ___ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____ , 20_____.

Customer: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Attachment: 20210209105725 (7683 : Approve multifunctional copier for Animal Shelter.)

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America

Customer Agency Name: Hancock County – Animal Shelter
Bill To Address:
Name: HANCOCK COUNTY
Address: 7175 TEXAS FLAT RD ANIMAL SHELTER
City, State, Zip: KILN, MS 39556-8550

US Ship To Address:
Name: HANCOCK COUNTY
Address: 7175 TEXAS FLAT RD ANIMAL SHELTER
City, State, Zip: KILN, MS 39556-8550

Description of Equipment, Software, or Services

Item #	Item Description	Copies Per Minute			
3857C002AA	**imageRUNNER ADVANCE DX C3725i <1>**	**25/25**			
2384C001AA	Cabinet Type-R				
3284C001AA	Super G3 FAX Board-AZ1				
6101AU76AA	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D				

Price $98.00

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 3/1/2021
End Date: 2/28/2025

Modifications: All-inclusive Maintenance: Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paying per copy per B/W.00845 & per Color .04360

Vendor Signature

Customer Signature

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STATE OF MISSISSIPPI

VENDOR INFORMATION

Vendor Number : 3100031139
Vendor :
CANON U.S.A., INC.
1 CANON PARK
MELVILLE NY 11747

Contact Name : CANON U.S.A., INC. CANON U.S.A., INC.
Tel Number : (631) 330-5002
Fax Number : (631) 330-5459
Email : ISGBIDADMIN@CUSA.CANON.COM

CONTRACT INFORMATION

Contract Number	: 8200050618
Agency Contract Identifier	: 1130-20-C-SWCT-00246-V003
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/01/2020 - 04/30/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION

Contact Person : Easter Haimur
Telephone :
Fax :
E-mail : EASTER.HAIMUR@DFA.MS.GOV

Notice to Vendor :
Copier-Purchase and Rental/Canon USA, Inc.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Copy Machines Parts and Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 2	N/A		$ 0.00	Copy Machine Analog	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 3	N/A		$ 0.00	Copy Machines, Coated or Treated Paper	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 4	N/A		$ 0.00	Copy Machines, Eng.for Reproduction	-
		0.00 %		0.00	

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Contract number	: 8200050618	Vendor	: CANON U.S.A., INC.
Contract Type	: Statewide Contract	Agency Contract ID	: 1130-20-C-SWCT-00246-V003

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 5	N/A		$ 0.00	Copy Machines, Incl. Parts & Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 6	N/A		$ 0.00	Copy Machines, Digital-Networked	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 7	N/A		$ 0.00	Copy Machines, Thermal Type	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 8	N/A		$ 0.00	Copy Machines, Digital	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 9	N/A		$ 0.00	Copy Machine Add-On Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 10	N/A		$ 0.00	Copy Machines, Rental Services	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					

Distributors :

ID : 3102026246
A-1 COPY SALES AND SERVICE
101 MELROSE AVE.
NATCHEZ MS 39120
Telephone : (601) 44-2 28
Fax :

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ID : 3102010651
DEX IMAGING OF ALABAMA, LLC
P O BOX 17299
CLEARWATER FL 33762
Telephone : (251) 666-2063
Fax : (251) 666-3339

ID : 3100031037
NOVATECH INC
PO BOX 372
MEMPHIS TN 38101
Telephone : (901) 388-6699
Fax : (888) 264-2985

ID : 3100027535
WEATHERALLS INC
PO DRAWER 87
TUPELO MS 38802
Telephone :
Fax :

ID : 3100022769
MIDSOUTH COPIER SYSTEMS INC
PO BOX 8357
GREENWOOD MS 38935-8357
Telephone :
Fax :

ID : 3100019133
ROSE BUSINESS EQUIPMENT INC
PO BOX 1063
GRENADA MS 38902
Telephone : (601) 226-8557
Fax :

ID : 3100018338
RJ YOUNG CO
809 DIVISION ST
NASHVILLE TN 37203
Telephone :
Fax :

ID : 3100017753
UNITECH INC
PO BOX 1703
VICKSBURG MS 39181
Telephone : (601) 638-4050
Fax :

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ID : 3100016318
OWENS BUSINESS MACHINES INC
2108 HARDY ST
HATTIESBURG MS 39401
Telephone :
Fax :

ID : 3100002031
CANON FINANCIAL SERVICES INC
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
Telephone : (800) 200-6023
Fax :

ID : 3100001314
CANON SOLUTIONS AMERICA INC
12379 COLLECTIONS CENTER DR
CHICAGO IL 60693
Telephone :
Fax :

ID : 3100001111
CANON SOLUTIONS AMERICA INC
ATTN: BILLING INQUIRY CENTER
15004 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693
Telephone :
Fax :

ID : 3100000732
CANON SOLUTIONS AMERICA INC
PO BOX 742265
ATLANTA GA 30374-2265
Telephone : (999) 999-9999
Fax :

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Revised Date: February 2017

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County, Mississippi** (hereinafter referred to as Customer), and **Canon USA, Inc** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

Attachment: 20210217 - Canon Imagerunner C3725i multifunctional digital copier with a maintenance agreement for Animal Shelter (7683 :

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

Attachment: 20210217 - Canon Imagerunner C3725i multifunctional digital copier with a maintenance agreement for Animal Shelter (7683 :

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

Attachment: 20210217 - Canon Imagerunner C3725i multifunctional digital copier with a maintenance agreement for Animal Shelter (7683 :

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

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

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

Attachment: 20210217 - Canon Imagerunner C3725i multifunctional digital copier with a maintenance agreement for Animal Shelter (7683 :

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20___ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the 17 day of February, 2021.

Customer: Hancock County, MS

By: Scotty Adam

Authorized Signature



Printed Name: Scotty Adam

Title: Board President

Attachment: 20210217 - Canon Imagerunner C3725i multifunctional digital copier with a maintenance agreement for Animal Shelter (7683 :

Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America

Customer Agency Name: Hancock County – Animal Shelter
Bill To Address:
Name: HANCOCK COUNTY
Address: 7175 TEXAS FLAT RD ANIMAL SHELTER
City, State, Zip: KILN, MS 39556-8550

US Ship To Address:
Name: HANCOCK COUNTY
Address: 7175 TEXAS FLAT RD ANIMAL SHELTER
City, State, Zip: KILN, MS 39556-8550

Description of Equipment, Software, or Services

Item #	Item Description	Copies Per Minute			
3857C002AA	**imageRUNNER ADVANCE DX C3725i <1>**	**25/25**			
2384C001AA	Cabinet Type-R				
3284C001AA	Super G3 FAX Board-AZ1				
6101AU76AA	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D				

Price $98.00

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 3/1/2021
End Date: 2/28/2025

Modifications: All-inclusive Maintenance: Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paying per copy per B/W.00845 & per Color .04360

Vendor Signature

Customer Signature

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STATE OF MISSISSIPPI

VENDOR INFORMATION
Vendor Number : 3100031139
Vendor :
CANON U.S.A., INC.
1 CANON PARK
MELVILLE NY 11747

Contact Name : CANON U.S.A., INC. CANON U.S.A., INC.
Tel Number : (631) 330-5002
Fax Number : (631) 330-5459
Email : ISGBIDADMIN@CUSA.CANON.COM

CONTRACT INFORMATION	
Contract Number	: 8200050618
Agency Contract Identifier	: 1130-20-C-SWCT-00246-V003
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/01/2020 - 04/30/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION
Contact Person : Easter Haimur
Telephone :
Fax :
E-mail : EASTER.HAIMUR@DFA.MS.GOV

Notice to Vendor :
Copier-Purchase and Rental/Canon USA, Inc.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Copy Machines Parts and Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 2	N/A		$ 0.00	Copy Machine Analog	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 3	N/A		$ 0.00	Copy Machines, Coated or Treated Paper	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 4	N/A		$ 0.00	Copy Machines, Eng.for Reproduction	-
		0.00 %		0.00	N/A

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Contract number : 8200050618				Vendor : CANON U.S.A., INC.	
Contract Type : Statewide Contract				Agency Contract ID : 1130-20-C-SWCT-00246-V003	
Item	**Qty**	**Unit**	**Price Per Unit**	**Description**	**Delivery / Required Date**
		Retention	**Product Number/ Supplier Product**	**Discount**	**Amount**
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 5	N/A		$ 0.00	Copy Machines, Incl. Parts & Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 6	N/A		$ 0.00	Copy Machines, Digital-Networked	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 7	N/A		$ 0.00	Copy Machines, Thermal Type	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 8	N/A		$ 0.00	Copy Machines, Digital	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 9	N/A		$ 0.00	Copy Machine Add-On Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 10	N/A		$ 0.00	Copy Machines, Rental Services	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					

Distributors :

ID : 3102026246
A-1 COPY SALES AND SERVICE
101 MELROSE AVE.
NATCHEZ MS 39120
Telephone : (601) 44-2 28
Fax :

Attachment: 20210217 - Canon Imagerunner C3725i multifunctional digital copier with a maintenance agreement for Animal Shelter (7683 :

ID: 3102010651
DEX IMAGING OF ALABAMA, LLC
P O BOX 17299
CLEARWATER FL 33762
Telephone : (251) 666-2063
Fax : (251) 666-3339

ID: 3100031037
NOVATECH INC
PO BOX 372
MEMPHIS TN 38101
Telephone : (901) 388-6699
Fax : (888) 264-2985

ID: 3100027535
WEATHERALLS INC
PO DRAWER 87
TUPELO MS 38802
Telephone :
Fax :

ID: 3100022769
MIDSOUTH COPIER SYSTEMS INC
PO BOX 8357
GREENWOOD MS 38935-8357
Telephone :
Fax :

ID: 3100019133
ROSE BUSINESS EQUIPMENT INC
PO BOX 1063
GRENADA MS 38902
Telephone : (601) 226-8557
Fax :

ID: 3100018338
RJ YOUNG CO
809 DIVISION ST
NASHVILLE TN 37203
Telephone :
Fax :

ID: 3100017753
UNITECH INC
PO BOX 1703
VICKSBURG MS 39181
Telephone : (601) 638-4050
Fax :

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ID : 3100016318 OWENS BUSINESS MACHINES INC 2108 HARDY ST HATTIESBURG MS 39401 Telephone : Fax :
ID : 3100002031 CANON FINANCIAL SERVICES INC 14904 COLLECTIONS CENTER DRIVE CHICAGO IL 60693-0149 Telephone : (800) 200-6023 Fax :
ID : 3100001314 CANON SOLUTIONS AMERICA INC 12379 COLLECTIONS CENTER DR CHICAGO IL 60693 Telephone : Fax :
ID : 3100001111 CANON SOLUTIONS AMERICA INC ATTN: BILLING INQUIRY CENTER 15004 COLLECTIONS CENTER DRIVE CHICAGO IL 60693 Telephone : Fax :
ID : 3100000732 CANON SOLUTIONS AMERICA INC PO BOX 742265 ATLANTA GA 30374-2265 Telephone : (999) 999-9999 Fax :

Attachment: 20210217 - Canon Imagerunner C3725i multifunctional digital copier with a maintenance agreement for Animal Shelter (7683 :

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County, Mississippi** (hereinafter referred to as Customer), and **Canon USA, Inc** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices o changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies wil be made and the address to which service representatives will respond. Subsequent shipments of supplies for installe equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor' Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendo may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the dat this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provid the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attache to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibi A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of th equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for b Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk o loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacin or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to th delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment o software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does nc deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminat the order without penalty, cost or expense to Customer of any kind whatsoever.

Attachment: 20210209112048 (7684 : Approve multifunction copier for EMA.)

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenanc of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmenta requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone fo local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by th parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10 working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in gooc working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of th transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor' records as to machine location. There will be no cessation of rental charges during the period of any such transfer. Th Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, an Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, whicl will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of simila equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If th Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must ente into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. Ther shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remai vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, titl or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or t be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipmen shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriat documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301 *et seq*. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Governmen Information and Collaboration (MAGIC) shall be made and remittance information provided electronically a directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supportin documentation electronically at any time during the term of this Agreement. These payments shall be deposite into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt fron the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and tc monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy o meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optiona retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic o mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the reques of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacemen or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of o caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participat in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuratio or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remed the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate thi Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendo personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem i remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer ma not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer withou said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts o said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notic should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. Th parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construe as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereo or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit o describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi o declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceabl to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action o suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any wa to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to ente into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement t the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its dul authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right t audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges an performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) year after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has bee started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out o the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arisin out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply wit any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations o performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performanc circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upo prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to th termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continue for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party ha the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed unde this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/o federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or th discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to th Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreemen without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be a specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by writte agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer' revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specification and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor ma be held liable for any damages caused by failure of the equipment to function according to specifications and documente literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with th Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and wil register and participate in the status verification system for all newly hired employees. The term "employee" as used herein mean any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illega Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homelan Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ___ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____ , 20_____.

Customer: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

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EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America
Customer Agency Name: Hancock County – Emergency Management

Bill To Address:
Name: HANCOCK COUNTY
Address: 18333 HIGHWAY 603 EMERGENCY MANAGEMENT
City, State, Zip: KILN, MS 39556

US Ship To Address:
Name: HANCOCK COUNTY
Address: 18333 HIGHWAY 603 EMERGENCY MANAGEMENT
City, State, Zip: KILN, MS 39556

Description of Equipment, Software, or Services

Item #	Item Description
4301C002AA	**imageRUNNER ADVANCE DX C5750i <1>**
0609C002CA	Cassette Feeding Unit-AM1
0615C002BA	Inner Finisher-H1
6101AU77AA	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PCS-20D

Price $226.00

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 3/1/2021
End Date: 2/28/25

Modifications: All-inclusive Maintenance: Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paying per copy per B/W.00623 & Color .04674

Vendor Signature

Customer Signature

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STATE OF MISSISSIPPI

VENDOR INFORMATION

Vendor Number : 3100031139
Vendor :
CANON U.S.A., INC.
1 CANON PARK
MELVILLE NY 11747

Contact Name : CANON U.S.A., INC. CANON U.S.A., INC.
Tel Number : (631) 330-5002
Fax Number : (631) 330-5459
Email : ISGBIDADMIN@CUSA.CANON.COM

CONTRACT INFORMATION

Contract Number	: 8200050618
Agency Contract Identifier	: 1130-20-C-SWCT-00246-V003
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/01/2020 - 04/30/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION

Contact Person : Easter Haimur
Telephone :
Fax :
E-mail : EASTER.HAIMUR@DFA.MS.GOV

Notice to Vendor :
Copier-Purchase and Rental/Canon USA, Inc.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Copy Machines Parts and Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 2	N/A		$ 0.00	Copy Machine Analog	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 3	N/A		$ 0.00	Copy Machines, Coated or Treated Paper	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 4	N/A		$ 0.00	Copy Machines, Eng.for Reproduction	-
		0.00 %		0.00	

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Contract number : 8200050618				Vendor : CANON U.S.A., INC.	
Contract Type : Statewide Contract				Agency Contract ID : 1130-20-C-SWCT-00246-V003	
Item	**Qty**	**Unit**	**Price Per Unit**	**Description**	**Delivery / Required Date**
		Retention	**Product Number/ Supplier Product**	**Discount**	**Amount**
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 5	N/A		$ 0.00	Copy Machines, Incl. Parts & Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 6	N/A		$ 0.00	Copy Machines, Digital-Networked	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 7	N/A		$ 0.00	Copy Machines, Thermal Type	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 8	N/A		$ 0.00	Copy Machines, Digital	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 9	N/A		$ 0.00	Copy Machine Add-On Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 10	N/A		$ 0.00	Copy Machines, Rental Services	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					

Distributors :

ID : 3102026246
A-1 COPY SALES AND SERVICE
101 MELROSE AVE.
NATCHEZ MS 39120
Telephone : (601) 44-2 28
Fax :

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ID: 3102010651
DEX IMAGING OF ALABAMA, LLC
P O BOX 17299
CLEARWATER FL 33762
Telephone : (251) 666-2063
Fax : (251) 666-3339

ID: 3100031037
NOVATECH INC
PO BOX 372
MEMPHIS TN 38101
Telephone : (901) 388-6699
Fax : (888) 264-2985

ID: 3100027535
WEATHERALLS INC
PO DRAWER 87
TUPELO MS 38802
Telephone :
Fax :

ID: 3100022769
MIDSOUTH COPIER SYSTEMS INC
PO BOX 8357
GREENWOOD MS 38935-8357
Telephone :
Fax :

ID: 3100019133
ROSE BUSINESS EQUIPMENT INC
PO BOX 1063
GRENADA MS 38902
Telephone : (601) 226-8557
Fax :

ID: 3100018338
RJ YOUNG CO
809 DIVISION ST
NASHVILLE TN 37203
Telephone :
Fax :

ID: 3100017753
UNITECH INC
PO BOX 1703
VICKSBURG MS 39181
Telephone : (601) 638-4050
Fax :

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ID: 3100016318
OWENS BUSINESS MACHINES INC
2108 HARDY ST
HATTIESBURG MS 39401
Telephone :
Fax :

ID: 3100002031
CANON FINANCIAL SERVICES INC
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
Telephone : (800) 200-6023
Fax :

ID: 3100001314
CANON SOLUTIONS AMERICA INC
12379 COLLECTIONS CENTER DR
CHICAGO IL 60693
Telephone :
Fax :

ID: 3100001111
CANON SOLUTIONS AMERICA INC
ATTN: BILLING INQUIRY CENTER
15004 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693
Telephone :
Fax :

ID: 3100000732
CANON SOLUTIONS AMERICA INC
PO BOX 742265
ATLANTA GA 30374-2265
Telephone : (999) 999-9999
Fax :

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Revised Date: February 2017

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County, Mississippi** (hereinafter referred to as Customer), and **Canon USA, Inc** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq*. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

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

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ___ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the 17 day of February, 20 21.

Customer: Hancock County, MS

By: Scotty Adam

Authorized Signature

Printed Name: Scotty Adam

Title: Board President

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

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Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America
Customer Agency Name: Hancock County – Emergency Management

Bill To Address:
Name: HANCOCK COUNTY
Address: 18333 HIGHWAY 603 EMERGENCY MANAGEMENT
City, State, Zip: KILN, MS 39556

US Ship To Address:
Name: HANCOCK COUNTY
Address: 18333 HIGHWAY 603 EMERGENCY MANAGEMENT
City, State, Zip: KILN, MS 39556

Description of Equipment, Software, or Services

Item #	Item Description
4301C002AA	**imageRUNNER ADVANCE DX C5750i <1>**
0609C002CA	Cassette Feeding Unit-AM1
0615C002BA	Inner Finisher-H1
6101AU77AA	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PCS-20D

Price $226.00

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 3/1/2021
End Date: 2/28/25

Modifications: All-inclusive Maintenance: Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paying per copy per B/W.00623 & Color .04674

Vendor Signature

Customer Signature

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STATE OF MISSISSIPPI

VENDOR INFORMATION
Vendor Number : 3100031139
Vendor :
CANON U.S.A., INC.
1 CANON PARK
MELVILLE NY 11747

Contact Name : CANON U.S.A., INC. CANON U.S.A., INC.
Tel Number : (631) 330-5002
Fax Number : (631) 330-5459
Email : ISGBIDADMIN@CUSA.CANON.COM

CONTRACT INFORMATION	
Contract Number	: 8200050618
Agency Contract Identifier	: 1130-20-C-SWCT-00246-V003
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/01/2020 - 04/30/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION
Contact Person : Easter Haimur
Telephone :
Fax :
E-mail : EASTER.HAIMUR@DFA.MS.GOV

Notice to Vendor :
Copier-Purchase and Rental/Canon USA, Inc.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Copy Machines Parts and Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 2	N/A		$ 0.00	Copy Machine Analog	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 3	N/A		$ 0.00	Copy Machines, Coated or Treated Paper	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 4	N/A		$ 0.00	Copy Machines, Eng.for Reproduction	-
		0.00 %		0.00	N/A

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Contract number : 8200050618				**Vendor** : CANON U.S.A., INC.	
Contract Type : Statewide Contract				**Agency Contract ID** : 1130-20-C-SWCT-00246-V003	
Item	**Qty**	**Unit**	**Price Per Unit**	**Description**	**Delivery / Required Date**
		Retention	**Product Number/ Supplier Product**	**Discount**	**Amount**
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 5	N/A		$ 0.00	Copy Machines, Incl. Parts & Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 6	N/A		$ 0.00	Copy Machines, Digital-Networked	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 7	N/A		$ 0.00	Copy Machines, Thermal Type	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 8	N/A		$ 0.00	Copy Machines, Digital	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 9	N/A		$ 0.00	Copy Machine Add-On Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 10	N/A		$ 0.00	Copy Machines, Rental Services	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					

Distributors :

ID : 3102026246
A-1 COPY SALES AND SERVICE
101 MELROSE AVE.
NATCHEZ MS 39120
Telephone : (601) 44-2 28
Fax :

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ID: 3102010651
DEX IMAGING OF ALABAMA, LLC
P O BOX 17299
CLEARWATER FL 33762
Telephone : (251) 666-2063
Fax : (251) 666-3339

ID: 3100031037
NOVATECH INC
PO BOX 372
MEMPHIS TN 38101
Telephone : (901) 388-6699
Fax : (888) 264-2985

ID: 3100027535
WEATHERALLS INC
PO DRAWER 87
TUPELO MS 38802
Telephone :
Fax :

ID: 3100022769
MIDSOUTH COPIER SYSTEMS INC
PO BOX 8357
GREENWOOD MS 38935-8357
Telephone :
Fax :

ID: 3100019133
ROSE BUSINESS EQUIPMENT INC
PO BOX 1063
GRENADA MS 38902
Telephone : (601) 226-8557
Fax :

ID: 3100018338
RJ YOUNG CO
809 DIVISION ST
NASHVILLE TN 37203
Telephone :
Fax :

ID: 3100017753
UNITECH INC
PO BOX 1703
VICKSBURG MS 39181
Telephone : (601) 638-4050
Fax :

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ID: 3100016318
OWENS BUSINESS MACHINES INC
2108 HARDY ST
HATTIESBURG MS 39401
Telephone :
Fax :

ID: 3100002031
CANON FINANCIAL SERVICES INC
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
Telephone : (800) 200-6023
Fax :

ID: 3100001314
CANON SOLUTIONS AMERICA INC
12379 COLLECTIONS CENTER DR
CHICAGO IL 60693
Telephone :
Fax :

ID: 3100001111
CANON SOLUTIONS AMERICA INC
ATTN: BILLING INQUIRY CENTER
15004 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693
Telephone :
Fax :

ID: 3100000732
CANON SOLUTIONS AMERICA INC
PO BOX 742265
ATLANTA GA 30374-2265
Telephone : (999) 999-9999
Fax :

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RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County, Mississippi** (hereinafter referred to as Customer), and **Canon USA, Inc** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices o changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies wil be made and the address to which service representatives will respond. Subsequent shipments of supplies for installe equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor' Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendo may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the dat this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provid the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attache to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibi A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of th equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for b Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk o loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possessior due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacin or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to th delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment o software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does nc deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminat the order without penalty, cost or expense to Customer of any kind whatsoever.

Attachment: 20210209112756 (7688 : Approve multifunction copier for McLeod Park.)

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenanc of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmenta requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone fo local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by th parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10 working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in gooc working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of th transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor' records as to machine location. There will be no cessation of rental charges during the period of any such transfer. Th Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, an Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, whicl will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of simila equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If th Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must ente into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. Ther shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remai vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, titl or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or t be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipmen shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriat documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301 *et seq*. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Governmen Information and Collaboration (MAGIC) shall be made and remittance information provided electronically a directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supportin documentation electronically at any time during the term of this Agreement. These payments shall be deposite into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt fron the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuratio or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remed the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate thi Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendo personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem i remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer ma not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer withou said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts o said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notic should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. Th parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construe as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereo or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit o describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi o declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceabl to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action o suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any wa to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to ente into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

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

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ___ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____ , 20____.

Customer: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

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EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America

Customer Agency Name: Hancock County – McCleod Park
Bill To Address:
Name: HANCOCK COUNTY
Address: 8100 TEXAS FLAT RD MCLEOD PARK
City, State, Zip: KILN, MS 39556

US Ship To Address:
Name: HANCOCK COUNTY
Address: 8100 TEXAS FLAT RD MCLEOD PARK
City, State, Zip: KILN, MS 39556

Description of Equipment, Software, or Services

Item #	Item Description	Copies Per Minute B&W/Color			
3893C008AA	**imageRUNNER ADVANCE DX 527iF <1><3><4>**	**55**			
2917C001AA	Cassette Module-AG1				
6101AU76AA	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D				
3791C001AA	Cabinet Type-U				

Price $66.00

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 3/1/2021
End Date: 2/28/25

Modifications: All-inclusive Maintenance: Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paying per copy per B/W.009816

Vendor Signature

Customer Signature

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STATE OF MISSISSIPPI

VENDOR INFORMATION

Vendor Number : 3100031139
Vendor :
CANON U.S.A., INC.
1 CANON PARK
MELVILLE NY 11747

Contact Name : CANON U.S.A., INC. CANON U.S.A., INC.
Tel Number : (631) 330-5002
Fax Number : (631) 330-5459
Email : ISGBIDADMIN@CUSA.CANON.COM

CONTRACT INFORMATION

Contract Number	: 8200050618
Agency Contract Identifier	: 1130-20-C-SWCT-00246-V003
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/01/2020 - 04/30/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION

Contact Person : Easter Haimur
Telephone :
Fax :
E-mail : EASTER.HAIMUR@DFA.MS.GOV

Notice to Vendor :
Copier-Purchase and Rental/Canon USA, Inc.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Copy Machines Parts and Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 2	N/A		$ 0.00	Copy Machine Analog	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 3	N/A		$ 0.00	Copy Machines, Coated or Treated Paper	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 4	N/A		$ 0.00	Copy Machines, Eng.for Reproduction	-
		0.00 %		0.00	

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Contract number : 8200050618				Vendor : CANON U.S.A., INC.	
Contract Type : Statewide Contract				Agency Contract ID : 1130-20-C-SWCT-00246-V003	
Item	**Qty**	**Unit**	**Price Per Unit**	**Description**	**Delivery / Required Date**
		Retention	**Product Number/ Supplier Product**	**Discount**	**Amount**
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 5	N/A		$ 0.00	Copy Machines, Incl. Parts & Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 6	N/A		$ 0.00	Copy Machines, Digital-Networked	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 7	N/A		$ 0.00	Copy Machines, Thermal Type	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 8	N/A		$ 0.00	Copy Machines, Digital	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 9	N/A		$ 0.00	Copy Machine Add-On Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 10	N/A		$ 0.00	Copy Machines, Rental Services	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					

Distributors :

ID : 3102026246
A-1 COPY SALES AND SERVICE
101 MELROSE AVE.
NATCHEZ MS 39120
Telephone : (601) 44-2 28
Fax :

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ID : 3102010651
DEX IMAGING OF ALABAMA, LLC
P O BOX 17299
CLEARWATER FL 33762
Telephone : (251) 666-2063
Fax : (251) 666-3339

ID : 3100031037
NOVATECH INC
PO BOX 372
MEMPHIS TN 38101
Telephone : (901) 388-6699
Fax : (888) 264-2985

ID : 3100027535
WEATHERALLS INC
PO DRAWER 87
TUPELO MS 38802
Telephone :
Fax :

ID : 3100022769
MIDSOUTH COPIER SYSTEMS INC
PO BOX 8357
GREENWOOD MS 38935-8357
Telephone :
Fax :

ID : 3100019133
ROSE BUSINESS EQUIPMENT INC
PO BOX 1063
GRENADA MS 38902
Telephone : (601) 226-8557
Fax :

ID : 3100018338
RJ YOUNG CO
809 DIVISION ST
NASHVILLE TN 37203
Telephone :
Fax :

ID : 3100017753
UNITECH INC
PO BOX 1703
VICKSBURG MS 39181
Telephone : (601) 638-4050
Fax :

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ID: 3100016318
OWENS BUSINESS MACHINES INC
2108 HARDY ST
HATTIESBURG MS 39401
Telephone :
Fax :

ID: 3100002031
CANON FINANCIAL SERVICES INC
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
Telephone : (800) 200-6023
Fax :

ID: 3100001314
CANON SOLUTIONS AMERICA INC
12379 COLLECTIONS CENTER DR
CHICAGO IL 60693
Telephone :
Fax :

ID: 3100001111
CANON SOLUTIONS AMERICA INC
ATTN: BILLING INQUIRY CENTER
15004 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693
Telephone :
Fax :

ID: 3100000732
CANON SOLUTIONS AMERICA INC
PO BOX 742265
ATLANTA GA 30374-2265
Telephone : (999) 999-9999
Fax :

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Revised Date: February 2017

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County, Mississippi** (hereinafter referred to as Customer), and **Canon USA, Inc** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

Attachment: 20210217 - Canon Imagerunner DX 527iF multifunctional digital copier with a maintenance agreement for McLeod Park (7688 :

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq*. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

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

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

Attachment: 20210217 - Canon Imagerunner DX 527iF multifunctional digital copier with a maintenance agreement for McLeod Park (7688 :

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ___ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the 17 day of February, 2021.

Customer: Hancock County, MS

By: Scotty Ade

Authorized Signature

Printed Name: Scotty Ade

Title: Board President

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

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Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America

Customer Agency Name: Hancock County – McCleod Park
Bill To Address:
Name: HANCOCK COUNTY
Address: 8100 TEXAS FLAT RD MCLEOD PARK
City, State, Zip: KILN, MS 39556

US Ship To Address:
Name: HANCOCK COUNTY
Address: 8100 TEXAS FLAT RD MCLEOD PARK
City, State, Zip: KILN, MS 39556

Description of Equipment, Software, or Services

Item #	Item Description	Copies Per Minute B&W/Color			
3893C008AA	**imageRUNNER ADVANCE DX 527iF <1><3><4>**	**55**			
2917C001AA	Cassette Module-AG1				
6101AU76AA	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D				
3791C001AA	Cabinet Type-U				

Price $66.00

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 3/1/2021
End Date: 2/28/25

Modifications: All-inclusive Maintenance: Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paying per copy per B/W.009816

Vendor Signature

Customer Signature

Attachment: 20210217 - Canon Imagerunner DX 527iF multifunctional digital copier with a maintenance agreement for McLeod Park (7688 :

STATE OF MISSISSIPPI

VENDOR INFORMATION
Vendor Number : 3100031139
Vendor :
CANON U.S.A., INC.
1 CANON PARK
MELVILLE NY 11747

Contact Name : CANON U.S.A., INC. CANON U.S.A., INC.
Tel Number : (631) 330-5002
Fax Number : (631) 330-5459
Email : ISGBIDADMIN@CUSA.CANON.COM

CONTRACT INFORMATION	
Contract Number	: 8200050618
Agency Contract Identifier	: 1130-20-C-SWCT-00246-V003
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/01/2020 - 04/30/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION
Contact Person : Easter Haimur
Telephone :
Fax :
E-mail : EASTER.HAIMUR@DFA.MS.GOV

Notice to Vendor :
Copier-Purchase and Rental/Canon USA, Inc.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Copy Machines Parts and Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 2	N/A		$ 0.00	Copy Machine Analog	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 3	N/A		$ 0.00	Copy Machines, Coated or Treated Paper	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 4	N/A		$ 0.00	Copy Machines, Eng.for Reproduction	-
		0.00 %		0.00	N/A

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Contract number : 8200050618				Vendor : CANON U.S.A., INC.	
Contract Type : Statewide Contract				Agency Contract ID : 1130-20-C-SWCT-00246-V003	
Item	**Qty**	**Unit**	**Price Per Unit**	**Description**	**Delivery / Required Date**
		Retention	**Product Number/ Supplier Product**	**Discount**	**Amount**
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 5	N/A		$ 0.00	Copy Machines, Incl. Parts & Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 6	N/A		$ 0.00	Copy Machines, Digital-Networked	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 7	N/A		$ 0.00	Copy Machines, Thermal Type	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 8	N/A		$ 0.00	Copy Machines, Digital	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 9	N/A		$ 0.00	Copy Machine Add-On Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 10	N/A		$ 0.00	Copy Machines, Rental Services	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					

Distributors :

ID : 3102026246
A-1 COPY SALES AND SERVICE
101 MELROSE AVE.
NATCHEZ MS 39120
Telephone : (601) 44-2 28
Fax :

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ID: 3102010651
DEX IMAGING OF ALABAMA, LLC
P O BOX 17299
CLEARWATER FL 33762
Telephone : (251) 666-2063
Fax : (251) 666-3339

ID: 3100031037
NOVATECH INC
PO BOX 372
MEMPHIS TN 38101
Telephone : (901) 388-6699
Fax : (888) 264-2985

ID: 3100027535
WEATHERALLS INC
PO DRAWER 87
TUPELO MS 38802
Telephone :
Fax :

ID: 3100022769
MIDSOUTH COPIER SYSTEMS INC
PO BOX 8357
GREENWOOD MS 38935-8357
Telephone :
Fax :

ID: 3100019133
ROSE BUSINESS EQUIPMENT INC
PO BOX 1063
GRENADA MS 38902
Telephone : (601) 226-8557
Fax :

ID: 3100018338
RJ YOUNG CO
809 DIVISION ST
NASHVILLE TN 37203
Telephone :
Fax :

ID: 3100017753
UNITECH INC
PO BOX 1703
VICKSBURG MS 39181
Telephone : (601) 638-4050
Fax :

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ID : 3100016318
OWENS BUSINESS MACHINES INC
2108 HARDY ST
HATTIESBURG MS 39401
Telephone :
Fax :

ID : 3100002031
CANON FINANCIAL SERVICES INC
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
Telephone : (800) 200-6023
Fax :

ID : 3100001314
CANON SOLUTIONS AMERICA INC
12379 COLLECTIONS CENTER DR
CHICAGO IL 60693
Telephone :
Fax :

ID : 3100001111
CANON SOLUTIONS AMERICA INC
ATTN: BILLING INQUIRY CENTER
15004 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693
Telephone :
Fax :

ID : 3100000732
CANON SOLUTIONS AMERICA INC
PO BOX 742265
ATLANTA GA 30374-2265
Telephone : (999) 999-9999
Fax :

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RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County, Mississippi** (hereinafter referred to as Customer), and **Canon USA, Inc** (hereinafter referred t as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices o changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies wil be made and the address to which service representatives will respond. Subsequent shipments of supplies for installe equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor' Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendo may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the dat this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provid the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attache to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibi A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of th equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for b Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk o loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possessior due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacin or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to th delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment c software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does nc deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminat the order without penalty, cost or expense to Customer of any kind whatsoever.

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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmenta requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone fo local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10 working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in gooc working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of simila equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must ente into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remai vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, titl or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or t be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipmen shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriat documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301 *et seq*. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Governmen Information and Collaboration (MAGIC) shall be made and remittance information provided electronically a directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supportin documentation electronically at any time during the term of this Agreement. These payments shall be deposite into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt fron the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuratior or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendo personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer withou said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts o said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notic should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. Th parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construe as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereo or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit o describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi o declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceabl to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action o suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any wa to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to ente into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

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

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ___ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____ , 20_____.

Customer: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

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EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America

Customer Agency Name: Hancock County – Maintenance office
Bill To Address:
Name: HANCOCK COUNTY
Address: 18382 HIGHWAY 43 MAINTENANCE OFFICE
City, State, Zip: KILN, MS 39556-8516

US Ship To Address:
Name: HANCOCK COUNTY
Address: 18382 HIGHWAY 43 MAINTENANCE OFFICE
City, State, Zip: KILN, MS 39556-8516

Description of Equipment, Software, or Services

Item #	Item Description	Copies Per Minute
3857C002AA	imageRUNNER ADVANCE DX C3725i <1>	25/25
2384C001AA	Cabinet Type-R	
3284C001AA	Super G3 FAX Board-AZ1	
6101AU76AA	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D	

Price $98.00

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 3/1/2021
End Date: 2/28/25

Modifications: All-inclusive Maintenance: Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paying per copy per B/W.0085 & per Color .0436

Vendor Signature

Customer Signature

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STATE OF MISSISSIPPI

VENDOR INFORMATION

Vendor Number : 3100031139
Vendor :
CANON U.S.A., INC.
1 CANON PARK
MELVILLE NY 11747

Contact Name : CANON U.S.A., INC. CANON U.S.A., INC.
Tel Number : (631) 330-5002
Fax Number : (631) 330-5459
Email : ISGBIDADMIN@CUSA.CANON.COM

CONTRACT INFORMATION

Contract Number	: 8200050618
Agency Contract Identifier	: 1130-20-C-SWCT-00246-V003
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/01/2020 - 04/30/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION

Contact Person : Easter Haimur
Telephone :
Fax :
E-mail : EASTER.HAIMUR@DFA.MS.GOV

Notice to Vendor :
Copier-Purchase and Rental/Canon USA, Inc.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Copy Machines Parts and Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 2	N/A		$ 0.00	Copy Machine Analog	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 3	N/A		$ 0.00	Copy Machines, Coated or Treated Paper	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 4	N/A		$ 0.00	Copy Machines, Eng.for Reproduction	-
		0.00 %		0.00	

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Contract number	: 8200050618	Vendor	: CANON U.S.A., INC.
Contract Type	: Statewide Contract	Agency Contract ID	: 1130-20-C-SWCT-00246-V003

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 5	N/A		$ 0.00	Copy Machines, Incl. Parts & Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 6	N/A		$ 0.00	Copy Machines, Digital-Networked	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 7	N/A		$ 0.00	Copy Machines, Thermal Type	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 8	N/A		$ 0.00	Copy Machines, Digital	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 9	N/A		$ 0.00	Copy Machine Add-On Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 10	N/A		$ 0.00	Copy Machines, Rental Services	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					

Distributors :

ID : 3102026246
A-1 COPY SALES AND SERVICE
101 MELROSE AVE.
NATCHEZ MS 39120
Telephone : (601) 44-2 28
Fax :

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ID : 3102010651
DEX IMAGING OF ALABAMA, LLC
P O BOX 17299
CLEARWATER FL 33762
Telephone : (251) 666-2063
Fax : (251) 666-3339

ID : 3100031037
NOVATECH INC
PO BOX 372
MEMPHIS TN 38101
Telephone : (901) 388-6699
Fax : (888) 264-2985

ID : 3100027535
WEATHERALLS INC
PO DRAWER 87
TUPELO MS 38802
Telephone :
Fax :

ID : 3100022769
MIDSOUTH COPIER SYSTEMS INC
PO BOX 8357
GREENWOOD MS 38935-8357
Telephone :
Fax :

ID : 3100019133
ROSE BUSINESS EQUIPMENT INC
PO BOX 1063
GRENADA MS 38902
Telephone : (601) 226-8557
Fax :

ID : 3100018338
RJ YOUNG CO
809 DIVISION ST
NASHVILLE TN 37203
Telephone :
Fax :

ID : 3100017753
UNITECH INC
PO BOX 1703
VICKSBURG MS 39181
Telephone : (601) 638-4050
Fax :

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ID: 3100016318
OWENS BUSINESS MACHINES INC
2108 HARDY ST
HATTIESBURG MS 39401
Telephone :
Fax :

ID: 3100002031
CANON FINANCIAL SERVICES INC
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
Telephone : (800) 200-6023
Fax :

ID: 3100001314
CANON SOLUTIONS AMERICA INC
12379 COLLECTIONS CENTER DR
CHICAGO IL 60693
Telephone :
Fax :

ID: 3100001111
CANON SOLUTIONS AMERICA INC
ATTN: BILLING INQUIRY CENTER
15004 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693
Telephone :
Fax :

ID: 3100000732
CANON SOLUTIONS AMERICA INC
PO BOX 742265
ATLANTA GA 30374-2265
Telephone : (999) 999-9999
Fax :

Attachment: 20210209114318 (7691 : Approve multifunction copier for Maintenance Dept.)

Revised Date: February 2017

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County, Mississippi** (hereinafter referred to as Customer), and **Canon USA, Inc** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

Attachment: 20210217 - Canon Imagerunner DX C3725i multifunctional digital copier with a maintenance agreement for Maintenance Dept.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

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

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Attachment: 20210217 - Canon Imagerunner DX C3725i multifunctional digital copier with a maintenance agreement for Maintenance Dept.

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ___ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the 17 day of February, 2021.

Customer: Hancock County, MS

By: Scotty Ade

Authorized Signature

Printed Name: Scotty Ade

Title: Board President

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

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Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America

Customer Agency Name: Hancock County – Maintenance office
Bill To Address:
Name: HANCOCK COUNTY
Address: 18382 HIGHWAY 43 MAINTENANCE OFFICE
City, State, Zip: KILN, MS 39556-8516

US Ship To Address:
Name: HANCOCK COUNTY
Address: 18382 HIGHWAY 43 MAINTENANCE OFFICE
City, State, Zip: KILN, MS 39556-8516

Description of Equipment, Software, or Services

Item #	Item Description	Copies Per Minute
3857C002AA	imageRUNNER ADVANCE DX C3725i <1>	25/25
2384C001AA	Cabinet Type-R	
3284C001AA	Super G3 FAX Board-AZ1	
6101AU76AA	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D	

Price $98.00

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 3/1/2021
End Date: 2/28/25

Modifications: All-inclusive Maintenance: Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paying per copy per B/W.0085 & per Color .0436

Vendor Signature

Customer Signature

Attachment: 20210217 - Canon Imagerunner DX C3725i multifunctional digital copier with a maintenance agreement for Maintenance Dept.

STATE OF MISSISSIPPI

VENDOR INFORMATION
Vendor Number : 3100031139
Vendor :
CANON U.S.A., INC.
1 CANON PARK
MELVILLE NY 11747

Contact Name : CANON U.S.A., INC. CANON U.S.A., INC.
Tel Number : (631) 330-5002
Fax Number : (631) 330-5459
Email : ISGBIDADMIN@CUSA.CANON.COM

CONTRACT INFORMATION	
Contract Number	: 8200050618
Agency Contract Identifier	: 1130-20-C-SWCT-00246-V003
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/01/2020 - 04/30/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION

Contact Person : Easter Haimur
Telephone :
Fax :
E-mail : EASTER.HAIMUR@DFA.MS.GOV

Notice to Vendor :
Copier-Purchase and Rental/Canon USA, Inc.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Copy Machines Parts and Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 2	N/A		$ 0.00	Copy Machine Analog	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 3	N/A		$ 0.00	Copy Machines, Coated or Treated Paper	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 4	N/A		$ 0.00	Copy Machines, Eng.for Reproduction	-
		0.00 %		0.00	N/A

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Contract number : 8200050618				**Vendor** : CANON U.S.A., INC.	
Contract Type : Statewide Contract				**Agency Contract ID** : 1130-20-C-SWCT-00246-V003	
Item	**Qty**	**Unit**	**Price Per Unit**	**Description**	**Delivery / Required Date**
		Retention	**Product Number/ Supplier Product**	**Discount**	**Amount**
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 5	N/A		$ 0.00	Copy Machines, Incl. Parts & Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 6	N/A		$ 0.00	Copy Machines, Digital-Networked	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 7	N/A		$ 0.00	Copy Machines, Thermal Type	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 8	N/A		$ 0.00	Copy Machines, Digital	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 9	N/A		$ 0.00	Copy Machine Add-On Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 10	N/A		$ 0.00	Copy Machines, Rental Services	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					

Distributors :

ID : 3102026246
A-1 COPY SALES AND SERVICE
101 MELROSE AVE.
NATCHEZ MS 39120
Telephone : (601) 44-2 28
Fax :

Attachment: 20210217 - Canon Imagerunner DX C3725i multifunctional digital copier with a maintenance agreement for Maintenance Dept.

ID: 3102010651
DEX IMAGING OF ALABAMA, LLC
P O BOX 17299
CLEARWATER FL 33762
Telephone : (251) 666-2063
Fax : (251) 666-3339

ID: 3100031037
NOVATECH INC
PO BOX 372
MEMPHIS TN 38101
Telephone : (901) 388-6699
Fax : (888) 264-2985

ID: 3100027535
WEATHERALLS INC
PO DRAWER 87
TUPELO MS 38802
Telephone :
Fax :

ID: 3100022769
MIDSOUTH COPIER SYSTEMS INC
PO BOX 8357
GREENWOOD MS 38935-8357
Telephone :
Fax :

ID: 3100019133
ROSE BUSINESS EQUIPMENT INC
PO BOX 1063
GRENADA MS 38902
Telephone : (601) 226-8557
Fax :

ID: 3100018338
RJ YOUNG CO
809 DIVISION ST
NASHVILLE TN 37203
Telephone :
Fax :

ID: 3100017753
UNITECH INC
PO BOX 1703
VICKSBURG MS 39181
Telephone : (601) 638-4050
Fax :

Attachment: 20210217 - Canon Imagerunner DX C3725i multifunctional digital copier with a maintenance agreement for Maintenance Dept.

ID: 3100016318 OWENS BUSINESS MACHINES INC 2108 HARDY ST HATTIESBURG MS 39401 Telephone : Fax :
ID: 3100002031 CANON FINANCIAL SERVICES INC 14904 COLLECTIONS CENTER DRIVE CHICAGO IL 60693-0149 Telephone : (800) 200-6023 Fax :
ID: 3100001314 CANON SOLUTIONS AMERICA INC 12379 COLLECTIONS CENTER DR CHICAGO IL 60693 Telephone : Fax :
ID: 3100001111 CANON SOLUTIONS AMERICA INC ATTN: BILLING INQUIRY CENTER 15004 COLLECTIONS CENTER DRIVE CHICAGO IL 60693 Telephone : Fax :
ID: 3100000732 CANON SOLUTIONS AMERICA INC PO BOX 742265 ATLANTA GA 30374-2265 Telephone : (999) 999-9999 Fax :

Attachment: 20210217 - Canon Imagerunner DX C3725i multifunctional digital copier with a maintenance agreement for Maintenance Dept.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County, Mississippi** (hereinafter referred to as Customer), and **Canon USA, Inc** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices o changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies wil be made and the address to which service representatives will respond. Subsequent shipments of supplies for installe equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor' Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendo may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the dat this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provid the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attache to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibi A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of th equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for b Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk o loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacin or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to th delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment o software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does nc deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminat the order without penalty, cost or expense to Customer of any kind whatsoever.

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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenanc of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmenta requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone fo local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by th parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10 working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in goo working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of th transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor' records as to machine location. There will be no cessation of rental charges during the period of any such transfer. Th Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, an Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, whic will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of simila equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If th Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must ente into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. Ther shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remai vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, titl or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or t be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipmen shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriat documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301 *et seq*. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Governmen Information and Collaboration (MAGIC) shall be made and remittance information provided electronically a directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supportin documentation electronically at any time during the term of this Agreement. These payments shall be deposite into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt fron the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and t monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, th meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliatio when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit fo each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produce during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment service or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reductio in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on th applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications an documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipmen or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for tim and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustment and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordanc with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the pric lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor t install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy o meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optiona retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provide by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performanc of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service b someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic o mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the reques of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master Stat Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current tim and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable t maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacemen or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind an nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of o caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure t perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall b solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participat in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuratio or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remed the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate thi Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendo personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem i remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer ma not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer withou said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts o said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notic should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. Th parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construe as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereo or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit o describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi o declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceabl to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action o suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any wa to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to ente into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

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

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of eacl such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform service hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract i Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right t do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor woul also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace th hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the har drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. Thi notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to th equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understanding and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective o relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, i subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated an exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement i subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104- 151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protectiv order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contrac website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trad secrets, or other proprietary information including confidential vendor information, or any other information which is require confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ___ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____ , 20____.

Customer: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

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EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America
Customer Agency Name: Hancock County

Bill To Address:
Name: HANCOCK COUNTY
Address: 854 HWY 90 STE A
City, State, Zip: BAY SAINT LOUIS, MS 39520-2701

US Ship To Address:
Name: HANCOCK COUNTY
Address: 854 HWY 90 STE A
City, State, Zip: BAY SAINT LOUIS, MS 39520-2701

Description of Equipment, Software, or Services

Quantity	Item #	Item Description	Copies Per Minute B&W/Color				
1	4303C002AA	imageRUNNER ADVANCE DX C5735i <1>	35/35				
1	0609C002CA	Cassette Feeding Unit-AM1					
1	0615C002BA	Inner Finisher-H1					
1	6101AU76AA	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D					

Price $196.00

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 3/1/2021
End Date: 2/28/25

Modifications: All-inclusive Maintenance: Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paying per copy per B/W.0092 & Color .0507

Vendor Signature

Customer Signature

Attachment: 20210209124108 (7692 : Approve multifunction copier for Finance/Admin Dept.)

STATE OF MISSISSIPPI

VENDOR INFORMATION

Vendor Number : 3100031139
Vendor :
CANON U.S.A., INC.
1 CANON PARK
MELVILLE NY 11747

Contact Name : CANON U.S.A., INC. CANON U.S.A., INC.
Tel Number : (631) 330-5002
Fax Number : (631) 330-5459
Email : ISGBIDADMIN@CUSA.CANON.COM

CONTRACT INFORMATION

Contract Number	: 8200050618
Agency Contract Identifier	: 1130-20-C-SWCT-00246-V003
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/01/2020 - 04/30/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION

Contact Person : Easter Haimur
Telephone :
Fax :
E-mail : EASTER.HAIMUR@DFA.MS.GOV

Notice to Vendor :
Copier-Purchase and Rental/Canon USA, Inc.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Copy Machines Parts and Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 2	N/A		$ 0.00	Copy Machine Analog	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 3	N/A		$ 0.00	Copy Machines, Coated or Treated Paper	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 4	N/A		$ 0.00	Copy Machines, Eng.for Reproduction	-
		0.00 %		0.00	

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Contract number	: 8200050618	Vendor	: CANON U.S.A., INC.
Contract Type	: Statewide Contract	Agency Contract ID	: 1130-20-C-SWCT-00246-V003

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 5	N/A		$ 0.00	Copy Machines, Incl. Parts & Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 6	N/A		$ 0.00	Copy Machines, Digital-Networked	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 7	N/A		$ 0.00	Copy Machines, Thermal Type	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 8	N/A		$ 0.00	Copy Machines, Digital	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 9	N/A		$ 0.00	Copy Machine Add-On Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 10	N/A		$ 0.00	Copy Machines, Rental Services	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					

Distributors :

ID : 3102026246
A-1 COPY SALES AND SERVICE
101 MELROSE AVE.
NATCHEZ MS 39120
Telephone : (601) 44-2 28
Fax :

Attachment: 20210209124108 (7692 : Approve multifunction copier for Finance/Admin Dept.)

ID : 3102010651
DEX IMAGING OF ALABAMA, LLC
P O BOX 17299
CLEARWATER FL 33762
Telephone : (251) 666-2063
Fax : (251) 666-3339

ID : 3100031037
NOVATECH INC
PO BOX 372
MEMPHIS TN 38101
Telephone : (901) 388-6699
Fax : (888) 264-2985

ID : 3100027535
WEATHERALLS INC
PO DRAWER 87
TUPELO MS 38802
Telephone :
Fax :

ID : 3100022769
MIDSOUTH COPIER SYSTEMS INC
PO BOX 8357
GREENWOOD MS 38935-8357
Telephone :
Fax :

ID : 3100019133
ROSE BUSINESS EQUIPMENT INC
PO BOX 1063
GRENADA MS 38902
Telephone : (601) 226-8557
Fax :

ID : 3100018338
RJ YOUNG CO
809 DIVISION ST
NASHVILLE TN 37203
Telephone :
Fax :

ID : 3100017753
UNITECH INC
PO BOX 1703
VICKSBURG MS 39181
Telephone : (601) 638-4050
Fax :

Attachment: 20210209124108 (7692 : Approve multifunction copier for Finance/Admin Dept.)

ID : 3100016318
OWENS BUSINESS MACHINES INC
2108 HARDY ST
HATTIESBURG MS 39401
Telephone :
Fax :

ID : 3100002031
CANON FINANCIAL SERVICES INC
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
Telephone : (800) 200-6023
Fax :

ID : 3100001314
CANON SOLUTIONS AMERICA INC
12379 COLLECTIONS CENTER DR
CHICAGO IL 60693
Telephone :
Fax :

ID : 3100001111
CANON SOLUTIONS AMERICA INC
ATTN: BILLING INQUIRY CENTER
15004 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693
Telephone :
Fax :

ID : 3100000732
CANON SOLUTIONS AMERICA INC
PO BOX 742265
ATLANTA GA 30374-2265
Telephone : (999) 999-9999
Fax :

Attachment: 20210209124108 (7692 : Approve multifunction copier for Finance/Admin Dept.)

Revised Date: February 2017

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County, Mississippi** (hereinafter referred to as Customer), and **Canon USA, Inc** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq*. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

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

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20___.

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the 17 day of February, 2021.

Customer: Hancock County, MS

By: Scotty Ade

Authorized Signature

Printed Name: Scotty Adam

Title: Board President

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

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Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America
Customer Agency Name: Hancock County

Bill To Address:
Name: HANCOCK COUNTY
Address: 854 HWY 90 STE A
City, State, Zip: BAY SAINT LOUIS, MS 39520-2701

US Ship To Address:
Name: HANCOCK COUNTY
Address: 854 HWY 90 STE A
City, State, Zip: BAY SAINT LOUIS, MS 39520-2701

Description of Equipment, Software, or Services

Quantity	Item #	Item Description	Copies Per Minute B&W/Color			
1	4303C002AA	imageRUNNER ADVANCE DX C5735i <1>	35/35			
1	0609C002CA	Cassette Feeding Unit-AM1				
1	0615C002BA	Inner Finisher-H1				
1	6101AU76AA	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D				

Price $196.00

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 3/1/2021
End Date: 2/28/25

Modifications: All-inclusive Maintenance: Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paying per copy per B/W.0092 & Color .0507

Vendor Signature

Customer Signature

Attachment: 20210217 - Canon Imagerunner DX C5735i multifunctional digital copier with a maintenance agreement for Finance.Admin Dept.

STATE OF MISSISSIPPI

VENDOR INFORMATION
Vendor Number : 3100031139
Vendor :
CANON U.S.A., INC.
1 CANON PARK
MELVILLE NY 11747

Contact Name : CANON U.S.A., INC. CANON U.S.A., INC.
Tel Number : (631) 330-5002
Fax Number : (631) 330-5459
Email : ISGBIDADMIN@CUSA.CANON.COM

CONTRACT INFORMATION	
Contract Number	: 8200050618
Agency Contract Identifier	: 1130-20-C-SWCT-00246-V003
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/01/2020 - 04/30/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION
Contact Person : Easter Haimur
Telephone :
Fax :
E-mail : EASTER.HAIMUR@DFA.MS.GOV

Notice to Vendor :
Copier-Purchase and Rental/Canon USA, Inc.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Copy Machines Parts and Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 2	N/A		$ 0.00	Copy Machine Analog	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 3	N/A		$ 0.00	Copy Machines, Coated or Treated Paper	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 4	N/A		$ 0.00	Copy Machines, Eng.for Reproduction	-
		0.00 %		0.00	N/A

Attachment: 20210217 - Canon Imagerunner DX C5735i multifunctional digital copier with a maintenance agreement for Finance.Admin Dept.

Contract number : 8200050618				Vendor : CANON U.S.A., INC.	
Contract Type : Statewide Contract				Agency Contract ID : 1130-20-C-SWCT-00246-V003	
Item	**Qty**	**Unit**	**Price Per Unit**	**Description**	**Delivery / Required Date**
		Retention	**Product Number/ Supplier Product**	**Discount**	**Amount**
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 5	N/A		$ 0.00	Copy Machines, Incl. Parts & Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 6	N/A		$ 0.00	Copy Machines, Digital-Networked	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 7	N/A		$ 0.00	Copy Machines, Thermal Type	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 8	N/A		$ 0.00	Copy Machines, Digital	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 9	N/A		$ 0.00	Copy Machine Add-On Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 10	N/A		$ 0.00	Copy Machines, Rental Services	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					

Distributors :

ID : 3102026246
A-1 COPY SALES AND SERVICE
101 MELROSE AVE.
NATCHEZ MS 39120
Telephone : (601) 44-2 28
Fax :

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ID : 3102010651 DEX IMAGING OF ALABAMA, LLC P O BOX 17299 CLEARWATER FL 33762 Telephone : (251) 666-2063 Fax : (251) 666-3339
ID : 3100031037 NOVATECH INC PO BOX 372 MEMPHIS TN 38101 Telephone : (901) 388-6699 Fax : (888) 264-2985
ID : 3100027535 WEATHERALLS INC PO DRAWER 87 TUPELO MS 38802 Telephone : Fax :
ID : 3100022769 MIDSOUTH COPIER SYSTEMS INC PO BOX 8357 GREENWOOD MS 38935-8357 Telephone : Fax :
ID : 3100019133 ROSE BUSINESS EQUIPMENT INC PO BOX 1063 GRENADA MS 38902 Telephone : (601) 226-8557 Fax :
ID : 3100018338 RJ YOUNG CO 809 DIVISION ST NASHVILLE TN 37203 Telephone : Fax :
ID : 3100017753 UNITECH INC PO BOX 1703 VICKSBURG MS 39181 Telephone : (601) 638-4050 Fax :

Attachment: 20210217 - Canon Imagerunner DX C5735i multifunctional digital copier with a maintenance agreement for Finance.Admin Dept.

ID : 3100016318 OWENS BUSINESS MACHINES INC 2108 HARDY ST HATTIESBURG MS 39401 Telephone : Fax :
ID : 3100002031 CANON FINANCIAL SERVICES INC 14904 COLLECTIONS CENTER DRIVE CHICAGO IL 60693-0149 Telephone : (800) 200-6023 Fax :
ID : 3100001314 CANON SOLUTIONS AMERICA INC 12379 COLLECTIONS CENTER DR CHICAGO IL 60693 Telephone : Fax :
ID : 3100001111 CANON SOLUTIONS AMERICA INC ATTN: BILLING INQUIRY CENTER 15004 COLLECTIONS CENTER DRIVE CHICAGO IL 60693 Telephone : Fax :
ID : 3100000732 CANON SOLUTIONS AMERICA INC PO BOX 742265 ATLANTA GA 30374-2265 Telephone : (999) 999-9999 Fax :

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RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County, Mississippi** (hereinafter referred to as Customer), and **Canon USA, Inc** (hereinafter referred t as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices o changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies wil be made and the address to which service representatives will respond. Subsequent shipments of supplies for installe equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor' Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendo may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the dat this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provid the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attache to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibi A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of th equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for b Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk o loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possessior due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacin or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to th delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment c software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does nc deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminat the order without penalty, cost or expense to Customer of any kind whatsoever.

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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenanc of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmenta requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone fo local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by th parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10 working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in gooc working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of th transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor' records as to machine location. There will be no cessation of rental charges during the period of any such transfer. Th Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, an Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, whicl will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of simila equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If th Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must ente into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. Ther shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remai vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, titl or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or t be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipmen shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriat documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301 *et seq*. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Governmen Information and Collaboration (MAGIC) shall be made and remittance information provided electronically a directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supportin documentation electronically at any time during the term of this Agreement. These payments shall be deposite into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt fron the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

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

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of eacl such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform service hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective o relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, i subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement i subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104 151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protectiv order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contrac website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trad secrets, or other proprietary information including confidential vendor information, or any other information which is require confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ___ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____ , 20_____.

Customer: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

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EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America
Customer Agency Name: Hancock County – Board of Supervisors

Bill To Address:
Name: HANCOCK COUNTY
Address: 854 HIGHWAY 90 STE A BOARD OF SUPERVISORS
City, State, Zip: BAY SAINT LOUIS, MS 39520-2701
US Ship To Address:
Name: HANCOCK COUNTY
Address: 854 HIGHWAY 90 STE A BOARD OF SUPERVISORS
City, State, Zip: BAY SAINT LOUIS, MS 39520-2701

Description of Equipment, Software, or Services

Quantity	Item #	Item Description			
1	4301C002AA	imageRUNNER ADVANCE DX C5750i <1>			
1	0609C002CA	Cassette Feeding Unit-AM1			
1	0615C002BA	Inner Finisher-H1			
1	0618C002AA	Inner 2/3 Hole Puncher-B1			
1	6101AU77AA	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PCS-20D			

Price $234.00

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 3/1/2021
End Date: 2/28/2025

Modifications: All-inclusive Maintenance: Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paying per copy per B/W.00713 & Color .053705

Vendor Signature

Customer Signature

Attachment: 20210209125946 (7693 : Approve multifunction copier for Board of Supervisors Office.)

STATE OF MISSISSIPPI

VENDOR INFORMATION

Vendor Number : 3100031139
Vendor :
CANON U.S.A., INC.
1 CANON PARK
MELVILLE NY 11747

Contact Name : CANON U.S.A., INC. CANON U.S.A., INC.
Tel Number : (631) 330-5002
Fax Number : (631) 330-5459
Email : ISGBIDADMIN@CUSA.CANON.COM

CONTRACT INFORMATION

Contract Number	: 8200050618
Agency Contract Identifier	: 1130-20-C-SWCT-00246-V003
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/01/2020 - 04/30/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION

Contact Person : Easter Haimur
Telephone :
Fax :
E-mail : EASTER.HAIMUR@DFA.MS.GOV

Notice to Vendor :
Copier-Purchase and Rental/Canon USA, Inc.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Copy Machines Parts and Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 2	N/A		$ 0.00	Copy Machine Analog	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 3	N/A		$ 0.00	Copy Machines, Coated or Treated Paper	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 4	N/A		$ 0.00	Copy Machines, Eng.for Reproduction	-
		0.00 %		0.00	N/A

Attachment: 20210209125946 (7693 : Approve multifunction copier for Board of Supervisors Office.)

Contract number	: 8200050618	Vendor	: CANON U.S.A., INC.
Contract Type	: Statewide Contract	Agency Contract ID	: 1130-20-C-SWCT-00246-V003

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 5	N/A		$ 0.00	Copy Machines, Incl. Parts & Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 6	N/A		$ 0.00	Copy Machines, Digital-Networked	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 7	N/A		$ 0.00	Copy Machines, Thermal Type	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 8	N/A		$ 0.00	Copy Machines, Digital	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 9	N/A		$ 0.00	Copy Machine Add-On Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 10	N/A		$ 0.00	Copy Machines, Rental Services	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					

Distributors :

ID : 3102026246
A-1 COPY SALES AND SERVICE
101 MELROSE AVE.
NATCHEZ MS 39120
Telephone : (601) 44-2 28
Fax :

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ID : 3102010651
DEX IMAGING OF ALABAMA, LLC
P O BOX 17299
CLEARWATER FL 33762
Telephone : (251) 666-2063
Fax : (251) 666-3339

ID : 3100031037
NOVATECH INC
PO BOX 372
MEMPHIS TN 38101
Telephone : (901) 388-6699
Fax : (888) 264-2985

ID : 3100027535
WEATHERALLS INC
PO DRAWER 87
TUPELO MS 38802
Telephone :
Fax :

ID : 3100022769
MIDSOUTH COPIER SYSTEMS INC
PO BOX 8357
GREENWOOD MS 38935-8357
Telephone :
Fax :

ID : 3100019133
ROSE BUSINESS EQUIPMENT INC
PO BOX 1063
GRENADA MS 38902
Telephone : (601) 226-8557
Fax :

ID : 3100018338
RJ YOUNG CO
809 DIVISION ST
NASHVILLE TN 37203
Telephone :
Fax :

ID : 3100017753
UNITECH INC
PO BOX 1703
VICKSBURG MS 39181
Telephone : (601) 638-4050
Fax :

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ID : 3100016318
OWENS BUSINESS MACHINES INC
2108 HARDY ST
HATTIESBURG MS 39401
Telephone :
Fax :

ID : 3100002031
CANON FINANCIAL SERVICES INC
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
Telephone : (800) 200-6023
Fax :

ID : 3100001314
CANON SOLUTIONS AMERICA INC
12379 COLLECTIONS CENTER DR
CHICAGO IL 60693
Telephone :
Fax :

ID : 3100001111
CANON SOLUTIONS AMERICA INC
ATTN: BILLING INQUIRY CENTER
15004 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693
Telephone :
Fax :

ID : 3100000732
CANON SOLUTIONS AMERICA INC
PO BOX 742265
ATLANTA GA 30374-2265
Telephone : (999) 999-9999
Fax :

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Revised Date: February 2017

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County, Mississippi** (hereinafter referred to as Customer), and **Canon USA, Inc** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

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

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ___ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the 17 day of February, 2021.

Customer: Hancock County, MS

By: _____

Authorized Signature

Printed Name: _____

Title: Board President

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: 20210217 - Canon Imagerunner DX C5750i multifunctional digital copier with a maintenance agreement for the Board of

Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America
Customer Agency Name: Hancock County – Board of Supervisors

Bill To Address:
Name: HANCOCK COUNTY
Address: 854 HIGHWAY 90 STE A BOARD OF SUPERVISORS
City, State, Zip: BAY SAINT LOUIS, MS 39520-2701
US Ship To Address:
Name: HANCOCK COUNTY
Address: 854 HIGHWAY 90 STE A BOARD OF SUPERVISORS
City, State, Zip: BAY SAINT LOUIS, MS 39520-2701

Description of Equipment, Software, or Services

Quantity	Item #	Item Description			
1	4301C002AA	imageRUNNER ADVANCE DX C5750i <1>			
1	0609C002CA	Cassette Feeding Unit-AM1			
1	0615C002BA	Inner Finisher-H1			
1	0618C002AA	Inner 2/3 Hole Puncher-B1			
1	6101AU77AA	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PCS-20D			

Price $234.00

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 3/1/2021
End Date: 2/28/2025

Modifications: All-inclusive Maintenance: Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paying per copy per B/W.00713 & Color .053705

Vendor Signature

Customer Signature

Attachment: 20210217 - Canon Imagerunner DX C5750i multifunctional digital copier with a maintenance agreement for the Board of

STATE OF MISSISSIPPI

VENDOR INFORMATION
Vendor Number : 3100031139
Vendor :
CANON U.S.A., INC.
1 CANON PARK
MELVILLE NY 11747

Contact Name : CANON U.S.A., INC. CANON U.S.A., INC.
Tel Number : (631) 330-5002
Fax Number : (631) 330-5459
Email : ISGBIDADMIN@CUSA.CANON.COM

CONTRACT INFORMATION	
Contract Number	: 8200050618
Agency Contract Identifier	: 1130-20-C-SWCT-00246-V003
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/01/2020 - 04/30/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION
Contact Person : Easter Haimur
Telephone :
Fax :
E-mail : EASTER.HAIMUR@DFA.MS.GOV

Notice to Vendor :
Copier-Purchase and Rental/Canon USA, Inc.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Copy Machines Parts and Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 2	N/A		$ 0.00	Copy Machine Analog	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 3	N/A		$ 0.00	Copy Machines, Coated or Treated Paper	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 4	N/A		$ 0.00	Copy Machines, Eng.for Reproduction	-
		0.00 %		0.00	N/A

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Contract number : 8200050618				**Vendor** : CANON U.S.A., INC.	
Contract Type : Statewide Contract				**Agency Contract ID** : 1130-20-C-SWCT-00246-V003	
Item	**Qty**	**Unit**	**Price Per Unit**	**Description**	**Delivery / Required Date**
		Retention	**Product Number/ Supplier Product**	**Discount**	**Amount**
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 5	N/A		$ 0.00	Copy Machines, Incl. Parts & Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 6	N/A		$ 0.00	Copy Machines, Digital-Networked	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 7	N/A		$ 0.00	Copy Machines, Thermal Type	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 8	N/A		$ 0.00	Copy Machines, Digital	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 9	N/A		$ 0.00	Copy Machine Add-On Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 10	N/A		$ 0.00	Copy Machines, Rental Services	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					

Distributors :

ID : 3102026246
A-1 COPY SALES AND SERVICE
101 MELROSE AVE.
NATCHEZ MS 39120
Telephone : (601) 44-2 28
Fax :

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ID : 3102010651
DEX IMAGING OF ALABAMA, LLC
P O BOX 17299
CLEARWATER FL 33762
Telephone : (251) 666-2063
Fax : (251) 666-3339

ID : 3100031037
NOVATECH INC
PO BOX 372
MEMPHIS TN 38101
Telephone : (901) 388-6699
Fax : (888) 264-2985

ID : 3100027535
WEATHERALLS INC
PO DRAWER 87
TUPELO MS 38802
Telephone :
Fax :

ID : 3100022769
MIDSOUTH COPIER SYSTEMS INC
PO BOX 8357
GREENWOOD MS 38935-8357
Telephone :
Fax :

ID : 3100019133
ROSE BUSINESS EQUIPMENT INC
PO BOX 1063
GRENADA MS 38902
Telephone : (601) 226-8557
Fax :

ID : 3100018338
RJ YOUNG CO
809 DIVISION ST
NASHVILLE TN 37203
Telephone :
Fax :

ID : 3100017753
UNITECH INC
PO BOX 1703
VICKSBURG MS 39181
Telephone : (601) 638-4050
Fax :

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ID : 3100016318 OWENS BUSINESS MACHINES INC 2108 HARDY ST HATTIESBURG MS 39401 Telephone : Fax :
ID : 3100002031 CANON FINANCIAL SERVICES INC 14904 COLLECTIONS CENTER DRIVE CHICAGO IL 60693-0149 Telephone : (800) 200-6023 Fax :
ID : 3100001314 CANON SOLUTIONS AMERICA INC 12379 COLLECTIONS CENTER DR CHICAGO IL 60693 Telephone : Fax :
ID : 3100001111 CANON SOLUTIONS AMERICA INC ATTN: BILLING INQUIRY CENTER 15004 COLLECTIONS CENTER DRIVE CHICAGO IL 60693 Telephone : Fax :
ID : 3100000732 CANON SOLUTIONS AMERICA INC PO BOX 742265 ATLANTA GA 30374-2265 Telephone : (999) 999-9999 Fax :

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RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County, Mississippi** (hereinafter referred to as Customer), and **Canon USA, Inc** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices o changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies wil be made and the address to which service representatives will respond. Subsequent shipments of supplies for installe equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor' Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendo may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the dat this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provid the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attache to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibi A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of th equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for b Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk o loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possessior due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacin or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to th delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment o software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does nc deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminat the order without penalty, cost or expense to Customer of any kind whatsoever.

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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301 *et seq*. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuratior or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendo personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer withou said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts o said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notic should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. Th parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construe as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereo or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit o describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi o declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceabl to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action o suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any wa to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to ente into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

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

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Attachment: 20210209133002 (7694 : Approve multifunction copier for MS Extension Service.)

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America
Customer Agency Name: Hancock County – MSU EXTENSION SERVICE

Bill To Address:
Name: HANCOCK COUNTY
Address: 856 HWY 90 STE B MSU EXTENSION SERVICE
City State Zip: BAY SAINT LOUIS, MS 39520-8602
US Ship To Address:
Name: HANCOCK COUNTY
Address: 856 HWY 90 STE B MSU EXTENSION SERVICE
City State Zip: BAY SAINT LOUIS, MS 39520-8602

Description of Equipment, Software, or Services

Quantity	Item #	Item Description	Copies Per Minute B&W/Color
1	**4301C002AA**	**imageRUNNER ADVANCE DX C5750i <1>**	**50/50**
1	1770C001AB	Cabinet Type-N	
1	0615C002BA	Inner Finisher-H1	
1	6101AU77AA	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PCS-20D	

Price $211.00

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 3/1/2021
End Date: 2/28/25

Modifications: All-inclusive Maintenance: Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paying per copy per B/W.00713 & Color .053705

Vendor Signature

Customer Signature

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For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ___ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____ , 20_____.

Customer: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

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STATE OF MISSISSIPPI

VENDOR INFORMATION

Vendor Number : 3100031139
Vendor :
CANON U.S.A., INC.
1 CANON PARK
MELVILLE NY 11747

Contact Name : CANON U.S.A., INC. CANON U.S.A., INC.
Tel Number : (631) 330-5002
Fax Number : (631) 330-5459
Email : ISGBIDADMIN@CUSA.CANON.COM

CONTRACT INFORMATION

Contract Number	: 8200050618
Agency Contract Identifier	: 1130-20-C-SWCT-00246-V003
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/01/2020 - 04/30/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION

Contact Person : Easter Haimur
Telephone :
Fax :
E-mail : EASTER.HAIMUR@DFA.MS.GOV

Notice to Vendor :
Copier-Purchase and Rental/Canon USA, Inc.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Copy Machines Parts and Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 2	N/A		$ 0.00	Copy Machine Analog	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 3	N/A		$ 0.00	Copy Machines, Coated or Treated Paper	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 4	N/A		$ 0.00	Copy Machines, Eng.for Reproduction	
		0.00 %		0.00	

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Contract number	: 8200050618	Vendor	: CANON U.S.A., INC.
Contract Type	: Statewide Contract	Agency Contract ID	: 1130-20-C-SWCT-00246-V003

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 5	N/A		$ 0.00	Copy Machines, Incl. Parts & Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 6	N/A		$ 0.00	Copy Machines, Digital-Networked	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 7	N/A		$ 0.00	Copy Machines, Thermal Type	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 8	N/A		$ 0.00	Copy Machines, Digital	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 9	N/A		$ 0.00	Copy Machine Add-On Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 10	N/A		$ 0.00	Copy Machines, Rental Services	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					

Distributors :

ID : 3102026246
A-1 COPY SALES AND SERVICE
101 MELROSE AVE.
NATCHEZ MS 39120
Telephone : (601) 44-2 28
Fax :

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ID : 3102010651
DEX IMAGING OF ALABAMA, LLC
P O BOX 17299
CLEARWATER FL 33762
Telephone : (251) 666-2063
Fax : (251) 666-3339

ID : 3100031037
NOVATECH INC
PO BOX 372
MEMPHIS TN 38101
Telephone : (901) 388-6699
Fax : (888) 264-2985

ID : 3100027535
WEATHERALLS INC
PO DRAWER 87
TUPELO MS 38802
Telephone :
Fax :

ID : 3100022769
MIDSOUTH COPIER SYSTEMS INC
PO BOX 8357
GREENWOOD MS 38935-8357
Telephone :
Fax :

ID : 3100019133
ROSE BUSINESS EQUIPMENT INC
PO BOX 1063
GRENADA MS 38902
Telephone : (601) 226-8557
Fax :

ID : 3100018338
RJ YOUNG CO
809 DIVISION ST
NASHVILLE TN 37203
Telephone :
Fax :

ID : 3100017753
UNITECH INC
PO BOX 1703
VICKSBURG MS 39181
Telephone : (601) 638-4050
Fax :

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ID : 3100016318
OWENS BUSINESS MACHINES INC
2108 HARDY ST
HATTIESBURG MS 39401
Telephone :
Fax :

ID : 3100002031
CANON FINANCIAL SERVICES INC
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
Telephone : (800) 200-6023
Fax :

ID : 3100001314
CANON SOLUTIONS AMERICA INC
12379 COLLECTIONS CENTER DR
CHICAGO IL 60693
Telephone :
Fax :

ID : 3100001111
CANON SOLUTIONS AMERICA INC
ATTN: BILLING INQUIRY CENTER
15004 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693
Telephone :
Fax :

ID : 3100000732
CANON SOLUTIONS AMERICA INC
PO BOX 742265
ATLANTA GA 30374-2265
Telephone : (999) 999-9999
Fax :

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Revised Date: February 2017

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Hancock County, Mississippi** (hereinafter referred to as Customer), and **Canon USA, Inc** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

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

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Attachment: 20210217 - Canon Imagerunner DX C5750i multifunctional digital copier with a maintenance agreement for MS Extension Service

Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America
Customer Agency Name: Hancock County – MSU EXTENSION SERVICE

Bill To Address:
Name: HANCOCK COUNTY
Address: 856 HWY 90 STE B MSU EXTENSION SERVICE
City State Zip: BAY SAINT LOUIS, MS 39520-8602
US Ship To Address:
Name: HANCOCK COUNTY
Address: 856 HWY 90 STE B MSU EXTENSION SERVICE
City State Zip: BAY SAINT LOUIS, MS 39520-8602

Description of Equipment, Software, or Services

Quantity	Item #	Item Description	Copies Per Minute B&W/Color
1	4301C002AA	imageRUNNER ADVANCE DX C5750i <1>	50/50
1	1770C001AB	Cabinet Type-N	
1	0615C002BA	Inner Finisher-H1	
1	6101AU77AA	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PCS-20D	

Price $211.00

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 3/1/2021
End Date: 2/28/25

Modifications: All-inclusive Maintenance: Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paying per copy per B/W.00713 & Color .053705

Vendor Signature

Customer Signature

Attachment: 20210217 - Canon Imagerunner DX C5750i multifunctional digital copier with a maintenance agreement for MS Extension Service

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20___.

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the 17 day of February, 2021.

Customer: Hancock County, MS

By: Scotty Adam

Authorized Signature

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Printed Name: Scotty Adam

Title: Board President

Attachment: 20210217 - Canon Imagerunner DX C5750i multifunctional digital copier with a maintenance agreement for MS Extension Service

STATE OF MISSISSIPPI

VENDOR INFORMATION
Vendor Number : 3100031139
Vendor :
CANON U.S.A., INC.
1 CANON PARK
MELVILLE NY 11747

Contact Name : CANON U.S.A., INC. CANON U.S.A., INC.
Tel Number : (631) 330-5002
Fax Number : (631) 330-5459
Email : ISGBIDADMIN@CUSA.CANON.COM

CONTRACT INFORMATION	
Contract Number	: 8200050618
Agency Contract Identifier	: 1130-20-C-SWCT-00246-V003
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/01/2020 - 04/30/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION
Contact Person : Easter Haimur
Telephone :
Fax :
E-mail : EASTER.HAIMUR@DFA.MS.GOV

Notice to Vendor :
Copier-Purchase and Rental/Canon USA, Inc.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Copy Machines Parts and Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 2	N/A		$ 0.00	Copy Machine Analog	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 3	N/A		$ 0.00	Copy Machines, Coated or Treated Paper	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 4	N/A		$ 0.00	Copy Machines, Eng.for Reproduction	-
		0.00 %		0.00	N/A

Attachment: 20210217 - Canon Imagerunner DX C5750i multifunctional digital copier with a maintenance agreement for MS Extension Service

Contract number : 8200050618				Vendor : CANON U.S.A., INC.	
Contract Type : Statewide Contract				Agency Contract ID : 1130-20-C-SWCT-00246-V003	
Item	**Qty**	**Unit**	**Price Per Unit**	**Description**	**Delivery / Required Date**
		Retention	**Product Number/ Supplier Product**	**Discount**	**Amount**
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 5	N/A		$ 0.00	Copy Machines, Incl. Parts & Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 6	N/A		$ 0.00	Copy Machines, Digital-Networked	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 7	N/A		$ 0.00	Copy Machines, Thermal Type	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 8	N/A		$ 0.00	Copy Machines, Digital	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 9	N/A		$ 0.00	Copy Machine Add-On Accessories	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					
# 10	N/A		$ 0.00	Copy Machines, Rental Services	-
		0.00 %		0.00	N/A
Distributor : A-1 COPY SALES AND SERVICE,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,WEATHERALLS INC,MIDSOUTH COPIER SYSTEMS INC,ROSE BUSINESS EQUIPMENT INC,RJ YOUNG CO,UNITECH INC,OWENS BUSINESS MACHINES INC,CANON FINANCIAL SERVICES INC,CANON SOLUTIONS AMERICA INC,CANON					

Distributors :

ID : 3102026246
A-1 COPY SALES AND SERVICE
101 MELROSE AVE.
NATCHEZ MS 39120
Telephone : (601) 44-2 28
Fax :

Attachment: 20210217 - Canon Imagerunner DX C5750i multifunctional digital copier with a maintenance agreement for MS Extension Service

ID : 3102010651 DEX IMAGING OF ALABAMA, LLC P O BOX 17299 CLEARWATER FL 33762 Telephone : (251) 666-2063 Fax : (251) 666-3339
ID : 3100031037 NOVATECH INC PO BOX 372 MEMPHIS TN 38101 Telephone : (901) 388-6699 Fax : (888) 264-2985
ID : 3100027535 WEATHERALLS INC PO DRAWER 87 TUPELO MS 38802 Telephone : Fax :
ID : 3100022769 MIDSOUTH COPIER SYSTEMS INC PO BOX 8357 GREENWOOD MS 38935-8357 Telephone : Fax :
ID : 3100019133 ROSE BUSINESS EQUIPMENT INC PO BOX 1063 GRENADA MS 38902 Telephone : (601) 226-8557 Fax :
ID : 3100018338 RJ YOUNG CO 809 DIVISION ST NASHVILLE TN 37203 Telephone : Fax :
ID : 3100017753 UNITECH INC PO BOX 1703 VICKSBURG MS 39181 Telephone : (601) 638-4050 Fax :

Attachment: 20210217 - Canon Imagerunner DX C5750i multifunctional digital copier with a maintenance agreement for MS Extension Service

ID : 3100016318 OWENS BUSINESS MACHINES INC 2108 HARDY ST HATTIESBURG MS 39401 Telephone : Fax :
ID : 3100002031 CANON FINANCIAL SERVICES INC 14904 COLLECTIONS CENTER DRIVE CHICAGO IL 60693-0149 Telephone : (800) 200-6023 Fax :
ID : 3100001314 CANON SOLUTIONS AMERICA INC 12379 COLLECTIONS CENTER DR CHICAGO IL 60693 Telephone : Fax :
ID : 3100001111 CANON SOLUTIONS AMERICA INC ATTN: BILLING INQUIRY CENTER 15004 COLLECTIONS CENTER DRIVE CHICAGO IL 60693 Telephone : Fax :
ID : 3100000732 CANON SOLUTIONS AMERICA INC PO BOX 742265 ATLANTA GA 30374-2265 Telephone : (999) 999-9999 Fax :

Attachment: 20210217 - Canon Imagerunner DX C5750i multifunctional digital copier with a maintenance agreement for MS Extension Service

Puckett Rents CAT THE Rental STORE

SOURCEWELL QUOTE

We are pleased to make the following proposal for your consideration. The machine includes all standard equipment, plus the options listed below. Any changes in equipment configuration will affect the quotation price.

Prepared For: HANCOCK COUNTY

Date of Bid: January 29, 2021
Expires: February 28, 2021

Member No: 153093

Quantity	Product	Asset No	Description
1	Caterpillar 303E CR	TBD	303E CR MINI EXCAVATOR STICK, LONG, W/THUMB BRACKET HYDRAULICS, W/O 2ND AUX, LONG PRODUCT LINK CELLULAR CANOPY, ROPS, 4POSTS TRACK, 300MM, RUBBER BELT 24" HD BUCKET

Options:

Terms: Net Cash due upon receipt of invoice.
SOURCEWELLContract Number: 032119-CAT
Caterpillar Supplier Number: 3102045342
MS State Contract Number: 8200036742

Warranty: 24 month 2,000 hour total machine standard warranty

Availability: Delivery can be made within 60-90 days from the date of the order.

List Price:	$51,733.00
SOURCEWELL Discount:	($10,286.20)
Adjusted Sales Price:	$41,446.80
Trade-In Allowance:	
Approximate Trade-In Payoff*:	
PR Inventory Reduction Discount:	($5,050.47)
Freight, Prep, and Delivery:	$513.00
Total proposed Sales Price**	$36,909.33

Thank you for this opportunity. We look forward to continued business with you.

Sincerely,

JOSH PARKER
Sales Representative
Cell: (601) 750-7373

*Payoff on Trade-In is an approximate figure. Actual payoff will be calculated at the time of sale.

**Applicable sales tax will be in addition to prices quoted.

RICHLAND
Puckett Rents
406 Hwy 49 South
Richland, MS 39218
(601)939-5151

HATTIESBURG
Puckett Rents
7182 Hwy 49 North
Hattiesburg, MS 39402
(601)264-1111

BILOXI
Puckett Rents
9207 West Oaklawn Rd
Biloxi, MS 39532
(228)392-2211

MADISON
Puckett Rents
608 Church Road
Madison, MS 39110
(601)859-5131

MERIDIAN
Puckett Rents
1105 South Frontage Rd
Meridian, MS 39301

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

303E CR

Mini Hydraulic Excavator

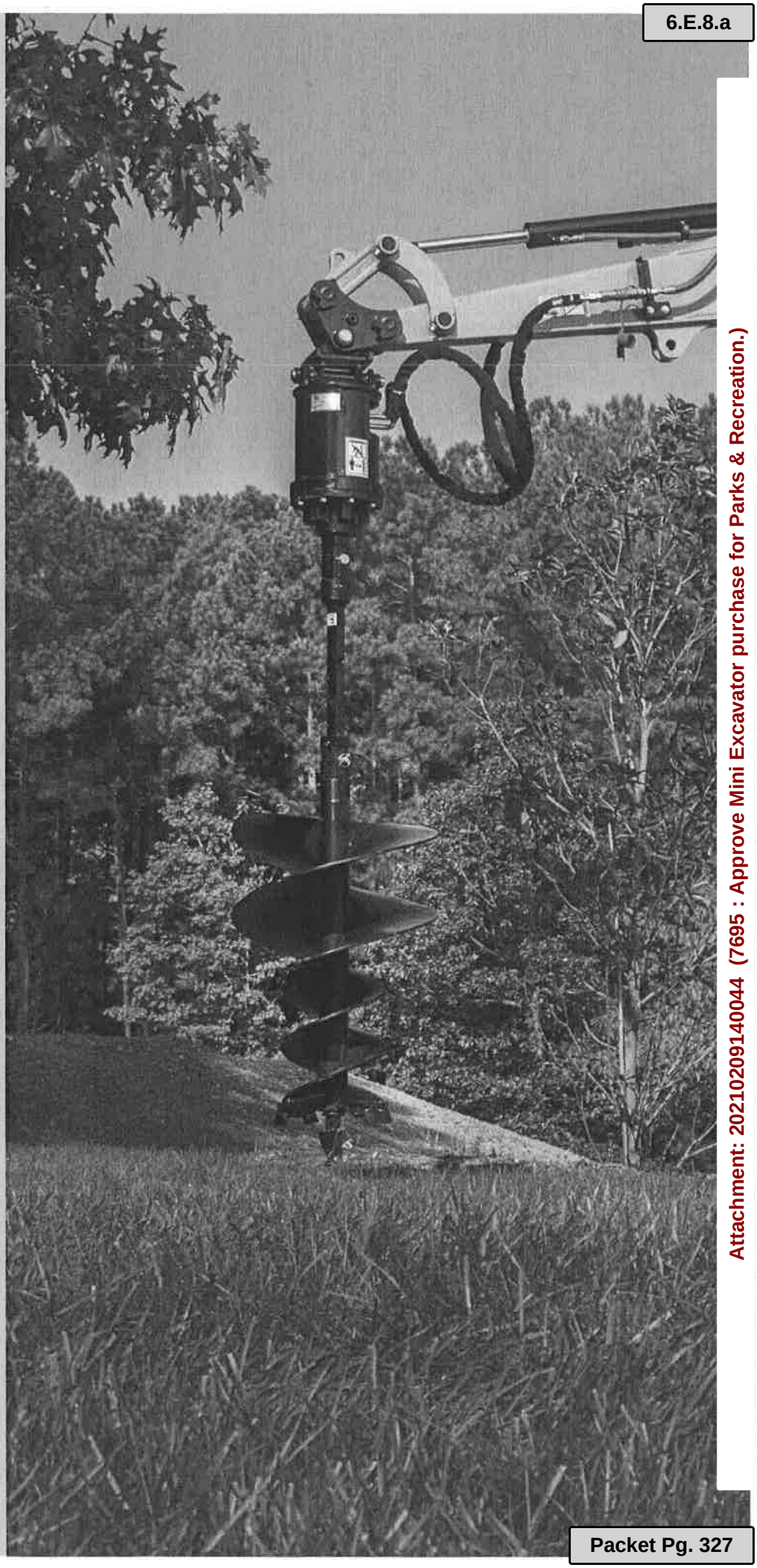


Engine		
Gross Power	18.5 kW	24.8 hp
Net Power	17.5 kW	23.5 hp

Weight		
Operating Weight with Canopy	3310 kg	7,297 lb
Operating Weight with Cab	3530 kg	7,782 lb

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

The Cat® 303E CR Mini Hydraulic Excavator delivers high performance, durability and versatility in a compact design to help you work in a variety of applications.



Contents

Solid Performance in a Small Package.....4
Productivity and Durability.....5
Superior Operating Experience.....6
Simple Service and Maintenance Access.....7
Unmatched Support and Solutions.....8
Specifications.....9
Standard and Optional Equipment.....11

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)



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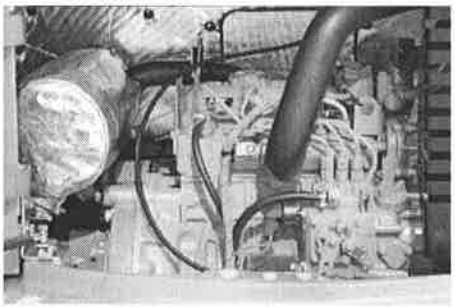


Solid Performance in a Small Package

Compact and efficient design provides superior power.







Compact Radius

The 303E allows you to easily reposition within a confined space and increase your overall productivity. Proficient movement is enhanced as a result of the limited tailswing and swing boom design.

Transport

With an operating weight of 3200 kg (7,055 lb) and width of 1550 mm (60 in) the 303E is simple to load and position on a trailer with tie down points – getting you to the job site quicker.

Fuel Economy

Powered by the C1.3 engine, the 303E offers the performance and power required for your job with minimal fuel consumption.

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

Productivity and Durability

Designed for reliability.



Auxiliary Hydraulics

The 303E is ready to work. Hammer and two way lines with quick disconnect fittings are standard on every machine.

The quick disconnects are located close to the tool to reduce hose length and decrease owning and operating costs associated with hose replacement.

Hose routings provide superior protection and cylinder guards decrease opportunity for machine damage.

Thumb Ready Stick

The machine is configured with brackets and relief valves for simple and cost effective mounting of a hydraulic thumb.

Dozer Blade

The durable blade and dozer float function provide the required design and capability to increase overall efficiency. Ground leveling and finishing applications are fast and easy with a single lever controlling all blade operation – up, down and float.

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

Spacious and Ergonomic Working Environment

Your safety and comfort is incorporated into the design of every Cat machine.

The adjustable suspension seat, retractable seat belt and adjustable wrist rests allow you to customize the operating station to meet your needs. Ergonomically designed joystick control and travel levers reduce fatigue and improve productivity.

An easy to use pattern control selector and informative gauge panel ensure optimal operation.

Cat Interlock System aids in job site safety. When the hydraulic lockout lever is in the up position no operational function is possible – including travel.

Travel alarm as standard safety offering. An audible alarm alerts job site operators of machine travel (optional in Europe).

ROPS/TOPS/TOP GUARD certification ensures the machine is prepared to protect you.

**Cab unit includes sliding door and openable front window/removable lower window.*



Superior Operating Experience

Safety and comfort all day.

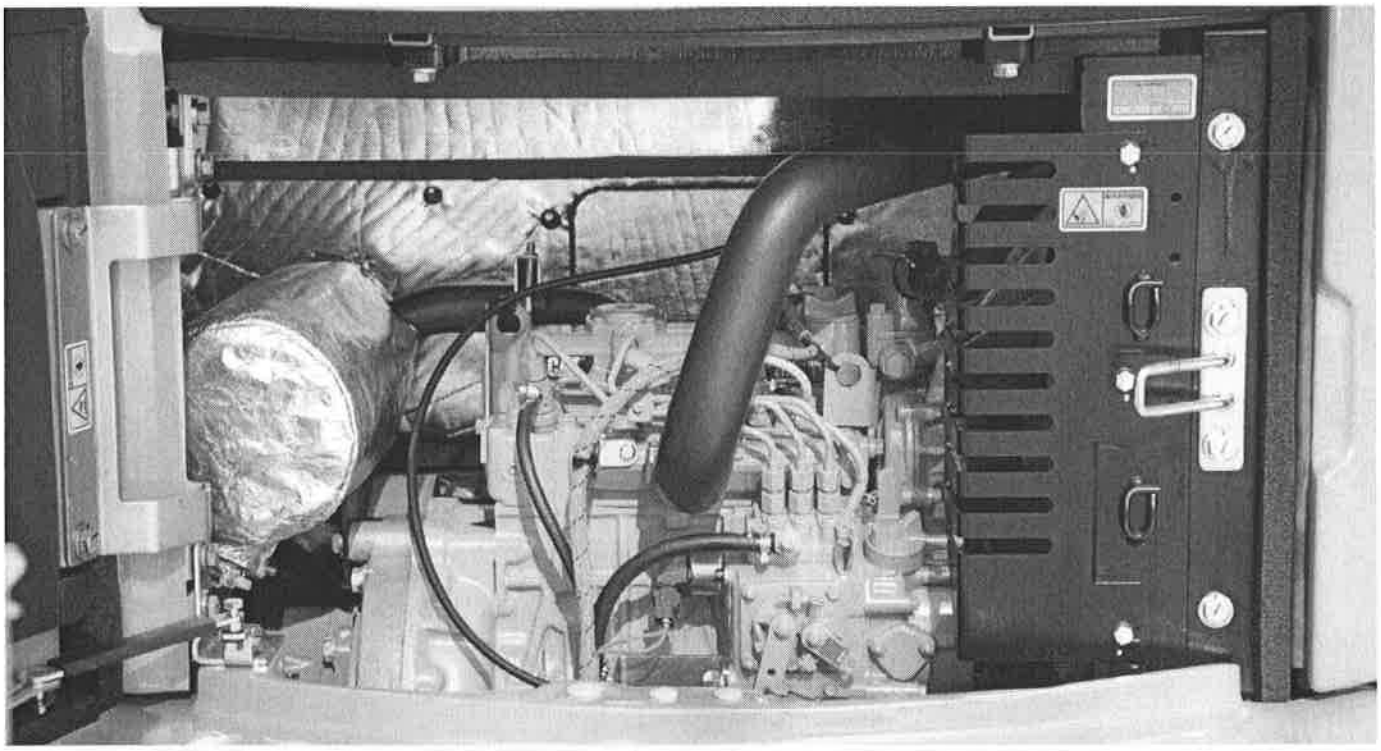


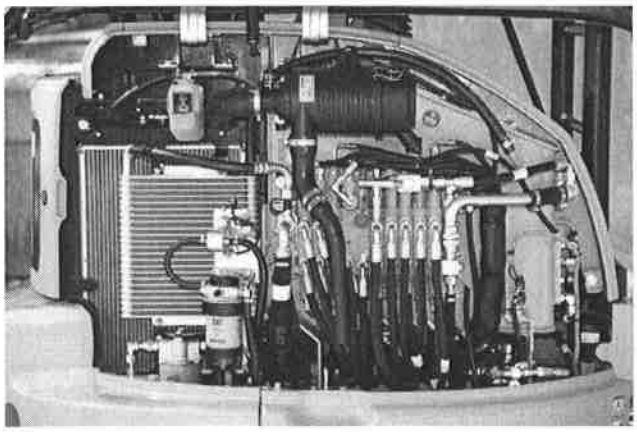


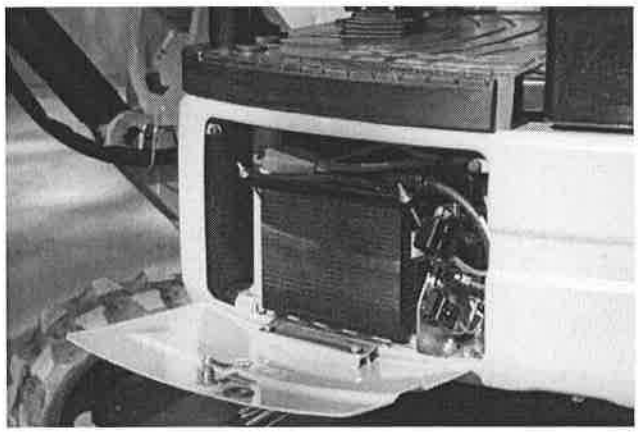
Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

Simple Service and Maintenance Access

Low cost of ownership.







Easy Maintenance Access and Extended Service Intervals

Ease of access to daily maintenance check points ensures your machine is in prime condition to complete any task.

Engine and hydraulic hoods are simple to open and offer outstanding visibility and convenience to check points.

500 hour engine oil and filter change period reduces operating costs and machine downtime.

Easy access to the engine oil check and fill, vertically mounted engine oil filter, starter motor and alternator, as well as the radiator and oil cooler all result in simplified cleaning and reduced maintenance times.

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

Unmatched Support and Solutions

Equipment, service and attachments to meet your needs.



Customized Solutions for Any Application

A range of tools is available to take advantage of the machine's versatility. All tools are matched to the machine to optimize performance and deliver excellent value through high productivity and long life.



Customer Support You Can Count On

Your Cat dealer is ready to assist you with your purchase decision and everything after.

Financing packages are flexible to meet your needs.

Superior parts availability keeps you working.



Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

303E CR Mini Hydraulic Excavator Specifications

Engine

Engine Model	Cat C1.3	
Rated Net Power @ 2,400 rpm		
ISO 9249/EEC 80/1269	17.5 kW	23.5 hp
Gross Power		
ISO 14396	18.5 kW	24.8 hp
Bore	78 mm	3.1 in
Stroke	88 mm	3.5 in
Displacement	1.26 L	77 in³

Weights*

Operating Weight with Canopy	3310 kg	7,297 lb
Operating Weight with Cab	3530 kg	7,782 lb

*Weight includes counterweight, rubber tracks, bucket, operator, full fuel and auxiliary lines.

Travel System

Travel Speed – High	4.5 km/h	2.8 mph
Travel Speed – Low	2.4 km/h	1.5 mph
Max Traction Force – High Speed	15.2 kN	3,417 lb
Max Traction Force – Low Speed	30.9 kN	6,946 lb
Ground Pressure	32.2 kPa	4.6 psi
Gradeability (maximum)	30°	

Service Refill Capacities

Cooling System	4.7 L	1.2 gal
Engine Oil	5.7 L	1.5 gal
Fuel Tank	45 L	11.8 gal
Hydraulic Tank	47 L	12.4 gal
Hydraulic System	65 L	17.2 gal

Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow at 2,400 rpm	87.6 L/min	23.1 gal/min
Operating Pressure – Equipment	245 bar	3,553 psi
Operating Pressure – Travel	245 bar	3,553 psi
Operating Pressure – Swing	181 bar	2,625 psi
Auxiliary Circuit – Primary (186 bar/2,734 psi)	60 L/min	15.9 gal/min
Auxiliary Circuit – Secondary (174 bar/2,524 psi)	27 L/min	7.1 gal/min
Digging Force – Stick (standard)	16.6 kN	3,731 lb
Digging Force – Bucket	28.4 kN	6,384 lb

Swing System

Machine Swing Speed	9 rpm
Boom Swing – Left*	80°
Boom Swing – Right	50°

*Automatic swing brake, spring applied, hydraulic release.

Blade

Width	1550 mm	60 in
Height	335 mm	13 in
Dig Depth	472 mm	19 in
Lift Height	402 mm	16 in

Undercarriage

Number of Carrier Rollers	3
Number of Track Rollers	3
Track Roller Type	Double Flange

Certification – Cab and Canopy

Roll Over Protective Structure (ROPS)	ISO 12117-2
Tip Over Protective Structure (TOPS)	ISO 12117
Top Guard	ISO 10262 (Level I)

Lift Capacities at Ground Level*

Lift Point Radius		3000 mm (9'8")		4000 mm (13'1")	
		Front	Side	Front	Side
Blade Down	kg	1170	540	670	310
	(lb)	(2,580)	(1,191)	(1,477)	(684)
Blade Up	kg	570	480	280	280
	(lb)	(1,257)	(1,058)	(617)	(617)

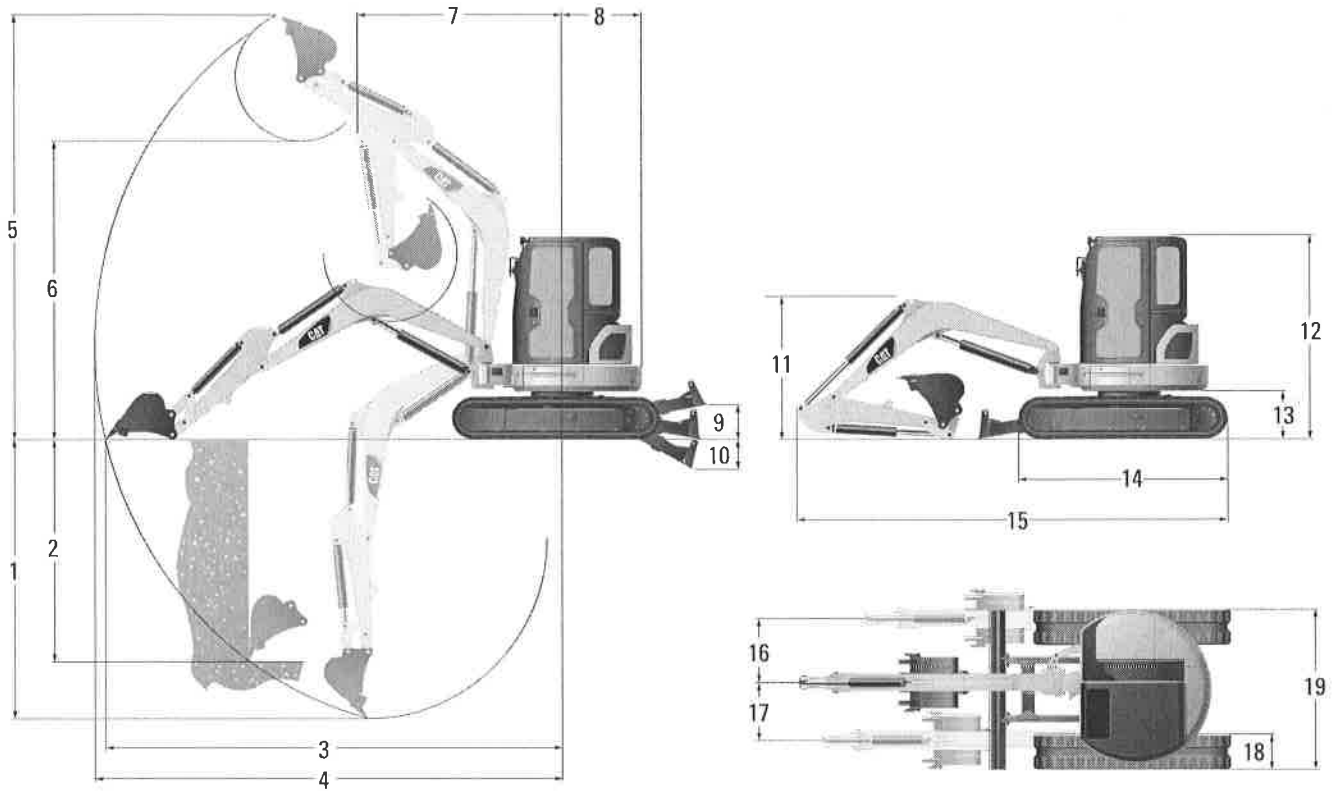
*The above loads are in compliance with hydraulic excavator lift capacity rating standard ISO 10567:2007 and they do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity. The excavator bucket weight is not included on this chart. Lifting capacities are for standard stick.

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

303E CR Mini Hydraulic Excavator Specifications

Dimensions

All dimensions are approximate.



1 Dig Depth	2750 mm	108 in
2 Vertical Wall	1960 mm	77 in
3 Maximum Reach at Ground Level	4810 mm	189 in
4 Maximum Reach	4950 mm	195 in
5 Maximum Dig Height	4530 mm	178 in
6 Maximum Dump Clearance	3150 mm	124 in
7 Boom In Reach	2110 mm	83 in
8 Tail Swing	890 mm	35 in
9 Maximum Blade Height	402 mm	16 in
10 Maximum Blade Depth	472 mm	19 in
11 Boom Height in Shipping Position	1590 mm	63 in
12 O/A Shipping Height	2500 mm	98 in
13 Swing Bearing Height	565 mm	22 in
14 O/A Undercarriage Length	2210 mm	87 in
15 O/A Shipping Length	4470 mm	176 in
16 Boom Swing Right	825 mm	32 in
17 Boom Swing Left	610 mm	24 in
18 Track Belt/Shoe Width	300 mm	12 in
19 O/A Track Width	1550 mm	60 in

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

303E CR Standard and Optional Equipment

Standard Equipment

Standard equipment may vary. Consult your Cat dealer for details.

- 1-way and 2-way (combined function) auxiliary hydraulic lines
- Adjustable armrests
- Alternator
- Automatic swing park brake
- Automatic two speed travel
- Auxiliary line quick disconnects
- Boom cylinder guard
- Cab mounted work light
- Canopy with Top Guard ISO 10262 (Level 1), ROPS ISO 12117-2 and TOPS ISO 12117
- Coat hook
- Cup holder
- Control pattern changer
- Dozer blade with float function
- Foot travel pedals
- Gauges or indicators for fuel level engine coolant temperature, hour meter, engine oil pressure, air cleaner, alternator and glow plugs, service interval
- Horn
- Hydraulic oil cooler
- Lifting eye on bucket linkage (standard equipment for all regions except Europe)
- Lockable storage box
- Low maintenance linkage pin joints
- Maintenance free battery
- Rubber track
- Retractable seatbelt
- Standard stick
- Suspension seat, vinyl covered
- "Thumb ready" sticks
- Travel alarm (optional in Europe)

Optional Equipment

Optional equipment may vary. Consult your Cat dealer for details.

- Beacon socket for canopy machines
- Boom mounted light
- Cab, Top Guard ISO 10262 (Level 1), ROPS ISO 12117-2 and TOPS ISO 12117
- High back suspension seat, fabric covered
- Mechanical quick coupler
- Mirrors for cab and canopy
- Steel track

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at **www.cat.com**

AEHQ7477 (06-2015)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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Cat® 303E CR

Mini Hydraulic Excavator

Features:

The Cat® 303E CR Mini Hydraulic Excavator delivers high performance, durability and versatility in a compact design to help you work in a variety of applications. The 303E CR features the following:

- **Comfortable operator station** includes an air suspension seat, 76 mm (3 in) retractable seat belt, and a monitor display including fuel gauges and general diagnostics.
- **Key safety features come standard** including ROPS, TOPS and Top Guard Level 1 certification, as well as a travel alarm and the Cat interlock system.
- **With a width of 1550 mm (60 in) and weight of 3530 kg (7,782 lb),** the 303E CR offers a robust compact radius design with excellent performance and stability.
- **Compact Radius Design** lets you work within confined areas. The radius of the upper body stays within 100 mm (4 in) of the undercarriage so the operator can concentrate on the work being done without having to worry about the back of the machine.
- **High dig forces, fast cycle times and 200 degree bucket rotation angle** deliver the productivity that you demand.
- **Standard features including dozer blade float and automatic two speed** contribute to ease of machine operation and productivity.
- **Cat dealers offer you unmatched customer support** with excellent equipment management services, equipment maintenance and fast parts availability, resulting in optimized performance, reliability and profit.

Specifications

Engine

Engine Model	Cat C1.3	
Rated Net Power @ 2,400 rpm		
ISO 9249/EEC 80/1269	17.5 kW	23.5 hp
Gross Power		
ISO 14396	18.5 kW	24.8 hp
Bore	78 mm	3.1 in
Stroke	88 mm	3.5 in
Displacement	1.26 L	77 in³

Weights*

Operating Weight with Canopy	3310 kg	7,297 lb
Operating Weight with Cab	3530 kg	7,782 lb

*Weight includes counterweight, rubber tracks, bucket, operator, full fuel and auxiliary lines.

Travel System

Travel Speed – High	4.5 km/h	2.8 mph
Travel Speed – Low	2.4 km/h	1.5 mph
Max Traction Force – High Speed	15.2 kN	3,417 lb
Max Traction Force – Low Speed	30.9 kN	6,946 lb
Ground Pressure	32.2 kPa	4.6 psi
Gradeability (maximum)	30°	

Service Refill Capacities

Cooling System	4.7 L	1.2 gal
Engine Oil	5.7 L	1.5 gal
Fuel Tank	45 L	11.8 gal
Hydraulic Tank	47 L	12.4 gal
Hydraulic System	65 L	17.2 gal

Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow at 2,400 rpm	87.6 L/min	23.1 gal/min
Operating Pressure – Equipment	245 bar	3,553 psi
Operating Pressure – Travel	245 bar	3,553 psi
Operating Pressure – Swing	181 bar	2,625 psi
Auxiliary Circuit – Primary (186 bar/2,734 psi)	60 L/min	15.9 gal/min
Auxiliary Circuit – Secondary (174 bar/2,524 psi)	27 L/min	7.1 gal/min
Digging Force – Stick (standard)	16.6 kN	3,731 lb
Digging Force – Bucket	28.4 kN	6,384 lb

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

303E CR Mini Hydraulic Excavator

Swing System

Machine Swing Speed	9 rpm
Boom Swing – Left*	80°
Boom Swing – Right	50°

*Automatic swing brake, spring applied, hydraulic release.

Blade

Width	1550 mm	60 in
Height	335 mm	13 in
Dig Depth	472 mm	19 in
Lift Height	402 mm	16 in

Undercarriage

Number of Carrier Rollers	3
Number of Track Rollers	3
Track Roller Type	Double Flange

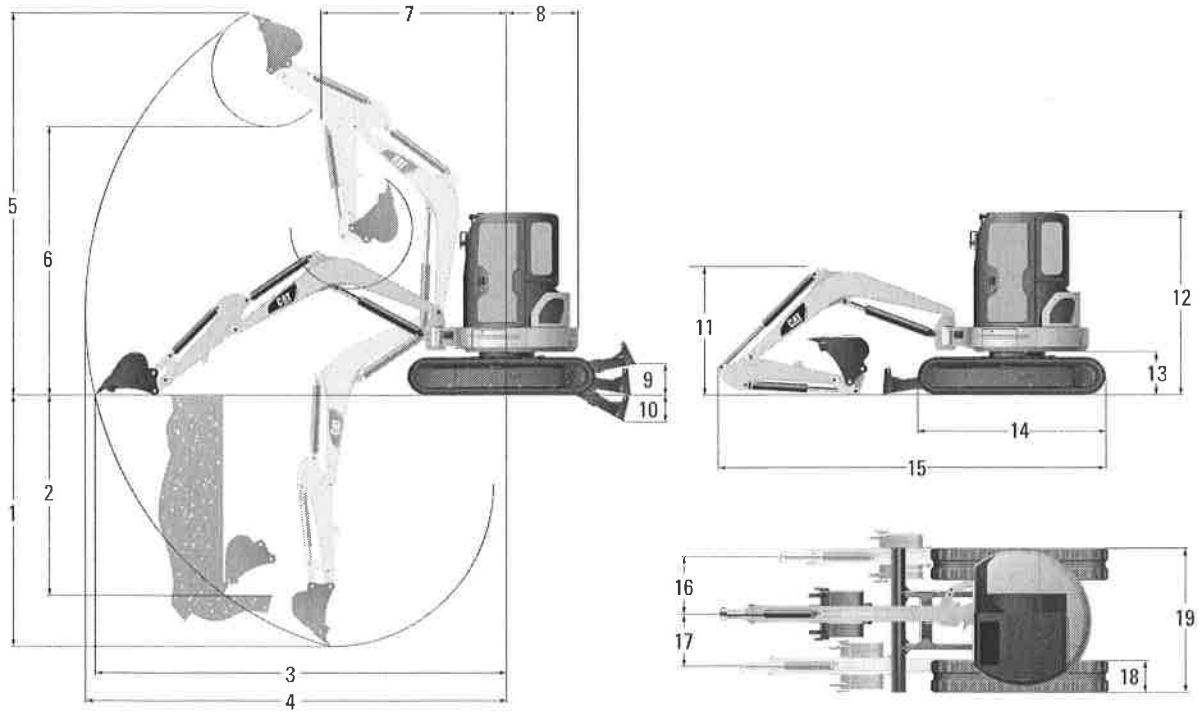
Certification – Cab and Canopy

Roll Over Protective Structure (ROPS)	ISO 12117-2
Tip Over Protective Structure (TOPS)	ISO 12117
Top Guard	ISO 10262 (Level I)

Lift Capacities at Ground Level*

Lift Point Radius		3000 mm (9'8")		4000 mm (13'1")	
		Front	Side	Front	Side
Blade Down	kg	1170	540	670	310
	(lb)	(2,580)	(1,191)	(1,477)	(684)
Blade Up	kg	570	480	280	280
	(lb)	(1,257)	(1,058)	(617)	(617)

*The above loads are in compliance with hydraulic excavator lift capacity rating standard ISO 10567:2007 and they do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity. The excavator bucket weight is not included on this chart. Lifting capacities are for standard stick.



Dimensions

1	Dig Depth	2750 mm	108 in
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12	O/A Shipping Height	2500 mm	98 in
13	Swing Bearing Height	565 mm	22 in
14	O/A Undercarriage Length	2210 mm	87 in
15	O/A Shipping Length	4470 mm	176 in
16	Boom Swing Right	825 mm	32 in
17	Boom Swing Left	610 mm	24 in
18	Track Belt/Shoe Width	300 mm	12 in
19	O/A Track Width	1550 mm	60 in

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

303E CR Mini Hydraulic Excavator

STANDARD EQUIPMENT

- 1-way and 2-way (combined function) auxiliary hydraulic lines
- Adjustable armrests
- Alternator
- Automatic swing park brake
- Automatic two speed travel
- Auxiliary line quick disconnects
- Boom cylinder guard
- Cab mounted work light
- Canopy with Top Guard ISO 10262 (Level 1), ROPS ISO 12117-2 and TOPS ISO 12117
- Coat hook
- Cup holder
- Control pattern changer
- Dozer blade with float function
- Foot travel pedals
- Gauges or indicators for fuel level engine coolant temperature, hour meter, engine oil pressure, air cleaner, alternator and glow plugs, service interval
- Horn
- Hydraulic oil cooler
- Lifting eye on bucket linkage
- Lockable storage box
- Low maintenance linkage pin joints
- Maintenance free battery
- Rubber track
- Retractable seatbelt
- Standard stick
- Suspension seat, vinyl covered
- "Thumb ready" sticks
- Travel alarm

OPTIONAL EQUIPMENT

- Beacon socket for canopy machines
- Boom mounted light
- Cab, Top Guard ISO 10262 (Level 1), ROPS ISO 12117-2 and TOPS ISO 12117
- High back suspension seat, fabric covered
- Mechanical quick coupler
- Mirrors for cab and canopy
- Steel track

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

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AEHQ7318-01 (02-15)
Replaces AEHQ7318
(Americas North and South)

Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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STATE OF MISSISSIPPI

VENDOR INFORMATION

Vendor Number : 3102045342
Vendor :
CATERPILLAR INC.
100 NE ADAMS STREET
PEORIA IL 61615

Contact Name : Patty Redpath
Tel Number : (309) 494-4578
Fax Number :
Email : redpath_patty@cat.com

CONTRACT INFORMATION

Contract Number	: 8200036742
Agency Contract Identifier	: 1130-18-C-SWCT-00084-V015
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 12/01/2017 - 05/20/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION

Contact Person : Stephen Tucker
Telephone : (601) 359-3107
Fax :
E-mail : STEPHEN.TUCKER@DFA.MS.GOV

Supplier Text :
NJPA cooperative contract for construction equipment Only...

The Following Equipment cannot be sold as a part of this contract:

Motorscooters & Trucksters (Incl. All Terrain Types, etc)
Agricultural Equipment Tractors, Farm, Wheel Type
Agricultural Equipment Cutters & Shredder, Flail, Center/Tow
Agricultural Equip Cutter & Shredder, Reel/Rotary,Center/Tow
Agricultural Equip Mower: Steep Slope w/ Cutter Head Telesc.
Agricultural Equip Mower: Tractor Mount Steep Slope w/Cutter
Lawn Maintenance, Aerators, Pluggers, and Spikers
Lawn Maintenance, Blowers, Lawn, Power
Lawn Maintenance, Edgers, Trimmers, and Weed Cutters
Lawn Maintenance, Lawn Mowers, Power, Heavy Duty, Flail Type
Lawn Maintenance, Lawn Mowers, Power, Heavy Duty,Rotary Type
Lawn Maintenance, Lawn Mowers, Power, Light Duty, Reel Type
Lawn Maintenance, Lawn Mowers, Power, Light Duty,Rotary Type
Lawn Maintenance, Lawn Mowers, Riding Type (Incl. Parts)
Lawn Maintenance, Rakers and Combers, Lawn, Power
Lawn Maintenance, Spreaders, Broadcast, Fertilizer and Seed
Lawn Maintenance, Tree Trimming & Pruning (Portable, Power)
Lawn Maintenance, Vacuum Cleaners & Other Litter Pickup
Industrial Machinery, Chain Saws

Notice to Vendor :
Caterpillar cooperative construction equipment contract only....

NJPA Cooperative contract for Construction Equipment Only.

The Following Equipment cannot be sold as a part of this contract:

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

Agricultural Equipment Tractors, Farm, Wheel Type
Agricultural Equipment Cutters & Shredder, Flail, Center/Tow
Agricultural Equip Cutter & Shredder, Reel/Rotary,Center/Tow
Agricultural Equip Mower: Steep Slope w/ Cutter Head Telesc.
Agricultural Equip Mower: Tractor Mount Steep Slope w/Cutter
Lawn Maintenance, Aerators, Pluggers, and Spikers
Lawn Maintenance, Blowers, Lawn, Power
Lawn Maintenance, Edgers, Trimmers, and Weed Cutters
Lawn Maintenance, Lawn Mowers, Power, Heavy Duty, Flail Type
Lawn Maintenance, Lawn Mowers, Power, Heavy Duty,Rotary Type
Lawn Maintenance, Lawn Mowers, Power, Light Duty, Reel Type
Lawn Maintenance, Lawn Mowers, Power, Light Duty,Rotary Type
Lawn Maintenance, Lawn Mowers, Riding Type (Incl. Parts)
Lawn Maintenance, Rakers and Combers, Lawn, Power
Lawn Maintenance, Spreaders, Broadcast, Fertilizer and Seed
Lawn Maintenance, Tree Trimming & Pruning (Portable, Power)
Lawn Maintenance, Vacuum Cleaners & Other Litter Pickup
Industrial Machinery, Chain Saws

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 2	N/A		$ 0.00	Construction equipment	-
		0.00 %		0.00	N/A

Distributor : CATERPILLAR INC.,THOMPSON MACHINERY INC,PUCKETT MACHINERY - HATTIESBRG,PUCKETT MACHINERY - JACKSON

Distributors :

ID : 3100017384
PUCKETT MACHINERY - JACKSON
PUCKETT POWER SYSTEMS
P O BOX 321033
FLOWOOD MS 39232
Telephone : (601) 969-6000
Fax :

ID : 3100035055
PUCKETT MACHINERY - HATTIESBRG
PO BOX 1568
HATTIESBURG MS 39401
Telephone :
Fax :

ID : 3100035062
THOMPSON MACHINERY INC
1808 HWY 82 WEST
GREENWOOD MS 38930
Telephone : (662) 459-7204
Fax :

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

ID : 3102045342
CATERPILLAR INC.
100 NE ADAMS STREET
PEORIA IL 61615
Telephone : (309) 494-4578
Fax :

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

SCOPE: Cooperative Contract for Construction Equipment

CONTRACT NUMBER: 8200036742

EFFECTIVE DATES: December 1, 2017 through May 20, 2021

Ordering Instructions:

Please contact the Caterpillar construction contract administrator listed below for distributor information:

Caterpillar Contract Administrator:
Patty Redpath
Phone: 309-494-4578
Local Caterpillar Dealers

Thompson Machinery Point of Contact:
Trace Hall
1245 Bridgestone Blvd.
Lavergne, TN 37086
615-744-7816
Trace.Hall@ThompsonMachinery.com

Puckett Machinery Company Point of Contact:
Dean Hennigan
P. O. Box 321033
100 Caterpillar Drive
Flowood, MS 39232
601-969-6000
Dean.Hennigan@PuckettMachinery.com

Sourcewell Contact Information

For questions regarding **verification** of Sourcewell on-contract construction equipment and added original manufactures equipment option pricing, please contact:

Maureen Knight
Phone: 218-895-4114
Email: maureen.knight@sourcewell-mn.gov

Kim Wudinich
Phone: 218-894-5485
Email: kim.wudinich@sourcewell-mn.gov

**Sourcewell Cooperative contract for Construction Equipment Only.

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)



STATE OF MISSISSIPPI

CONTRACT NUMBER
8200036742

CATERPILLAR CORPORATION COOPERATIVE AGREEMENT FOR CONSTRUCTION EQUIPMENT

DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING AND TRAVEL
701 WOOLFOLK BUILDING, SUITE A
501 NORTH WEST STREET
JACKSON, MISSISSIPPI 39201

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

CATERPILLAR CORPORATION
and
THE STATE OF MISSISSIPPI

SCOPE: Cooperative Contract for Construction Equipment

CONTRACT NUMBER: 8200036742

EFFECTIVE DATES: December 1, 2018 through May 20, 2021

CONTACTS:

State of Mississippi
Steve Tucker
Director of Marketing and Audit
Stephen.Tucker@dfa.ms.gov
(601) 359 - 3107

Caterpillar Contract Administrator:
Patty Redpath
Phone: 309-494-4578
Local Caterpillar Dealers

Thompson Machinery Point of Contact:
Trace Hall
1245 Bridgestone Blvd.
Lavergne, TN 37086
615-744-7816
Trace.Hall@ThompsonMachinery.com

Puckett Machinery Company Point of Contact:
Dean Hennigan
P O Box 321033
100 Caterpillar Drive
Flowood MS 39232
601-969-6000
Dean.Hennigan@PuckettMachinery.com

We have established an agreement with Sourcewell to allow purchases from their cooperative contract with Caterpillar Corporation for commodities only. It is the buyer's responsibility to ensure this contract is not used in place of a required competitive process or as a substitute for other required purchasing approvals as required by Mississippi law. This contract was approved as another option for agencies to save money on construction equipment not currently covered by our competitively bid contracts, and provides that the provisions thereof may be available to any county, municipality, school board or other local public agency or authority of the State of Mississippi which may elect to purchase at the prices, terms and conditions of sale specified therein.

Attachment: 20210209140044 (7695 : Approve Mini Excavator purchase for Parks & Recreation.)

SunbeltFire

8050 McGowin Dr.
Fairhope, AL 36532
Phone (800) 642-8484
Fax (251) 928-9933

Quote

Date: 1/25/2021

Customer

Name HANCOCK CO
Address
City State ZIP
Phone/Cell

Billing Address

Qty	Description	Unit Price	TOTAL
1	MSA G1 4500 PSI SCBA UNITS #G1FS422MA2C0LAA THREADED REMOTE CYLINDER CONNECTION W/METAL BAND G1 HARNESS WITH CHEST STRAP ADJUSTABLE SWIVELING LUMBAR PAD SOLID COVER REGULATOR WITH CONTINUOUS HOSE SPEAKER MODULE ON LEFT CHEST IPASS ON RIGHT SHOULDER ALKALINE BATTERY PACK	$ 4,899.00	$ 4,899.00
1	MSA G1 PACEPIECE #G1FPFM1M401 SMALL, MEDIUM OR LARGE HYCAR RUBBER WITH NOSE-CUP 4-PT ADJUSTABLE HEAD HARNESS	$ 295.00	$ 295.00
1	MSA G1 4500 PSI 45MIN CARBON FIBER CYLINDERS - THREADED	$ 1,065.00	$ 1,065.00
	PRICING GOOD THROUGH 2/26/2021		
		SubTotal	$ 6,259.00
		Shipping	
	Tax Rate(s)	0.00%	
		0.00%	$ -
		TOTAL	$ 6,259.00

Outside Rep Matt Nault
Phone 800-642-8484 315
Cell 228-697-4453
e-mail mnault@sunbeltfire.com
Inside Rep Kent Bradley
Phone 1-800-642-8484 or Direct 251-929-9566
e-mail kbradley@sunbeltfire.com

Office Use Only

Note that Sunbelt Fire invoicing policies have changed. All invoices are due upon receipt. We do not use Net 30. All orders for multiple items will be split invoiced as it arrives and is shipped to you. If accounts payable does not allow split invoices, we will gladly accept multiple purchase orders.

"To always listen and know our customer's needs in order to provide them with the best products and service in the industry"

Attachment: 20210209142848 (7697 : Approve purchase of firefightning equipment for Bayside VFD.)

STATE OF MISSISSIPPI

VENDOR INFORMATION

Vendor Number : 3100031251
Vendor :
MINE SAFETY APPL CO FIRE SRVC PROD
4029 MARTHAS CIRCLE
BIRMINGHAM AL 35243

Contact Name : MINE SAFETY APPL CO FIRE SRVC PROD MINE SAFETY APPL CO FIRE SRVC PROD
Tel Number : (412) 967-3013
Fax Number :
Email :
Dennis.Benefield@msasafety.com

CONTRACT INFORMATION

Contract Number	: 8200053299
Agency Contract Identifier	: 1130-21-C-SWCT-00094-V001
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 10/01/2020 - 09/30/2021
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION

Contact Person : Lashun Smith
Telephone :
Fax :
E-mail : LASHUN.SMITH@DFA.MS.GOV

Notice to Vendor :
Fire Protection Equip. / Mine Safety

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Fire Protection Equipment and Supplies	-
		0.00 %		0.00	N/A

Distributor : SUNBELT FIRE APPARATUS INC

Distributors :

ID : 3100017225
SUNBELT FIRE APPARATUS INC
8050 MCGOWIN DR
FAIRHOPE AL 36532
Telephone :
Fax :

Attachment: 20210209142848 (7697 : Approve purchase of firefightning equipment for Bayside VFD.)

STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Mine Safety Appliances Co.

STATE CONTRACT #:8200053299

SUPPLIER #: 3100031251

CONTRACT SMART #:1130-21-C-SWCT-00094

COMMODITIES COVERED: Fire protection equipment and supplies; self-contained breathing apparatus; personal alert systems; nozzles; thermal imagers; and hoses

EFFECTIVE: October 1, 2020 through September 30, 2021

This State Contract Agreement is made this 16th day of September 2020, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Mine Safety Appliances Co., 1000 Cranberry Woods Drive, Cransberry Township, PA 16066(hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of fire protection equipment and supplies; self-contained breathing apparatus; personal alert systems; nozzles; thermal imagers; and hoses on a nonexclusive basis for a period of twelve (12) months beginning October 1, 2020, and ending September 30, 2021, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Fire Protection and Equipment* and the Contractor's Proposal submitted on July 15, 2020. Items proposed must be UL (Underwriters Laboratories) approved, if applicable, and meet the most current standard approved by NFPA (National Fire Protection Association).

AUTHORIZED PURCHASERS: The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the *Mississippi Procurement Manual*.

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

PRICE GUARANTEE: The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such commodities at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

State Bureau of Financial Control shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this Contract when the purchase price is in excess of the maximum price fixed in this Agreement.

PRICE DATA: The Contractor has furnished a price list for the new period for authorized purchasers. The State agrees to notify all authorized purchasers of the existence of this Contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

Attachment: 20210209142848 (7697 : Approve purchase of firefightning equipment for Bayside VFD.)

During the term of this contract no purchase of fire protection equipment and supplies; self-contained breathing apparatus; personal alert systems; nozzles; thermal imagers; and hoses manufactured and/or distributed by the above-designated Contractor shall be made by state agencies at a price in excess of that established by the prices set out in this regulation.

Any items covered by a competitively bid contract with the Office of Purchasing, Travel and Fleet Management will not be included in this agreement.

Commodities purchased under provisions of this contract from the above Contractor or his authorized distributors shall be exempt from competitive bid requirements otherwise applying to purchases by the state agencies, counties, municipalities and other political subdivisions.

Entities making purchases over $50,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

PAYMENT TERMS: Net Forty-five (45) days Without Penalty

PAYMENT: Payment for commodities or equipment purchased under the provisions of this Contract shall be made to the Contractor or to the authorized dealer making delivery in accordance with Miss. Code Ann. §§ 31-7-301, et seq. (as amended). Such payment is to be made only upon receipt, by the authorized purchaser, of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this Contract.

QUANTITY TO BE PURCHASED: It is understood and agreed that the Contractor is entering into this Agreement as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this Contract that might be ordered during the specified period.

TRANSPORTATION TERMS: All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. All items must be transported F.O.B. Destination. No surcharges or any other fees of any kind are allowed.

INDEMNIFICATION: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

ASSIGNMENT: The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the State. Any attempted assignment or transfer without said consent shall be void and of no effect.

CANCELLATION: It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

TAXES: No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

Attachment: 20210209142848 (7697 : Approve purchase of firefightning equipment for Bayside VFD.)

PRECEDENCE: This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

ORDERING INFORMATION: Please place all orders under this agreement with an approved dealer/distributor from the attached list.

DEPARTMENT OF FINANCE AND ADMINISTRATION
FOR THE
STATE OF MISSISSIPPI

BY: LaShun Smith

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

DATE: 9/18/2020

THIS MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY

BY: Dennis Benfield

TITLE: First Responder Sales Manager

DATE: September 17, 2020

Attachment: 20210209142848 (7697 : Approve purchase of firefightning equipment for Bayside VFD.)

Barneys POLICE SUPPLIES Since 1995
333 N I-10 SERVICE RD, STE 101
METAIRIE LA 70005
504-849-9995
www.barneyspolicesupplies.com

QUOTE

ORIG DATE: 01-06-2021 10:32:39
QUOTE: 00446912
Order/4473#:
STORE/REG: 4-NOLA / 403
CLERK: RANDY B.

Customer Bill To:
HANCOCK COUNTY SO
HANCOCK COUNTY SO
8450 HWY 90

BAY ST. LOUIS MS 39520
Phone: 228-466-6900 Fax: 228-466-4125
Email: JBYRD@CO.HANCOCK.MS.US
Cust. Acct # 114661

Sales Person Name
RB

6

Customer Ship/Deliver to:

Terms	Ship/Deliver Via	Quote Expires	Purchase Order	NICS/CCW/FFL #	NICS/FFL DATE
NET 30	DROP SHIP FACTORY	2/5/2021		DLOF	09/30/2022

MISSISSIPPI STATE CONTRACT PRICING - DROP SHIP TO AGENCY
POC: JASON BYRD

Item Number / Brand	Size / Item Description	Attr1	Color	Unit Price	QTY	Total $'s Extended	Qty OnHand	NOTE: Quantities on Hand are estimates and NOT guaranteed due to on going sales and computer errors.
SAFNIJBA-3A00S-XT03			BLK	$750.00	17	$12,750.00	0	
SAFARILAND	VEST,ABA EXTREME,XT03,LVL3A,NIJ06,CUSTOM							CONTRACT PRICING
	CONSIST OF: LVL IIIA PANELS, M-SERIES CARRIER, AND STP 5X6							

Total Units: **17**

Total Weight (lbs.): **85.00**

Sub total:	$12,750.00
Handling/Shipping:	$0.00
State Tax:	$0.00
Local Tax2:	$0.00
Total:	**$12,750.00**

*** OFFICE Original ***

This QUOTE is valid for 30 days!

PLEASE NOTE In the event ordered quantities are lower this may affect customer pricing and freight charges!

Charge Accounts are due per the terms at top of page. If no terms are listed then terms are DUE ON RECEIPT. Invoices not paid within terms are subject 1.8% finance charge per month, late fees and all reasonable collection costs.
Returns after 2 days will be given store credit and orginal packaging and receipt MUST accompany item. Any used, worn, or washed merchandise cannot be returned. All firearm sales are final outside of the 3 day inspection for used firearms. Fired guns cannot be returned. Ammunition is not elligible for returns. Special order items, items that have been altered, decorated, engraved, customized or embellished cannot be returned. Other policies apply.
BODY ARMOR: Due to the nature of body armor and liability issues, there can be NO returns on body armor. ALL SALES ARE FINAL!! We urge the officer to be IN UNIFORM for fitting. If not, then it is at the officers risk for fit requirements! Alterations may incur up to $125 charge per change on body armor.
VEHICLE UPFIT WARRANTY: EQUIPMENT = Manufacturer warranty only. LABOR = 90 days from install date. Customer is responsible for all labor, supplies, freight and other charges of non-warrantied items.TERMS & CONDITIONS: Quote valid for 30 days. Net 30 days - No further discounts. The agency understands trade-in firearms, if any, must be in working condition, and will be shipped with the type and number of magazines specified. Barneys will reduce the trade value by $20 per missing magazine. Defective, non-working firearms or firearms with missing parts will incur a 75% decrease in the quoted value. The agency agrees to forward trades to Barneys at its expense, within 30 days of receipt of new product. The agency further understands Barneys will resell traded firearms in full compliance of federal, state and local laws.

Effective 3/23/20 All taxable invoices will reflect a Non Cash Lost Discount (NCLD) surcharge. This will not apply to Tax Exempt customers or those customers paying CASH.

Attachment: SO Vest Quotes (7716 : Approve purchase of XT03 Carrier Vests for Sheriff's Office.)

SHIVA

PO Box 250
Carencro, La 70520

DATE 1/6/2021
Quote # 20210106B
Customer ID

Invoice For: Hancock Cty Sheriff Ofice
8450 Hwy 90
Bay St. Louis, MS 39520

Prepared by: S.H

Comments or Special Instructions:

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
SH	quote	ASAP			Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
17	Saf XT03 Level IIIA Bodyarmor	800.00	N	13,600.00
			N	
			N	
			N	
			N	
			N	
			N	
			N	
			N	
			N	
			N	
			N	
			SUBTOTAL	$ 13,600.00
			TAX RATE	
			SALES TAX	-
			FREIGHT	200.00
			TOTAL	$ 13,800.00

If you have any questions concerning this quote, Please contact your sales person.

THANK YOU FOR YOUR BUSINESS!

Attachment: SO Vest Quotes (7716 : Approve purchase of XT03 Carrier Vests for Sheriff's Office.)

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:	

Attachment: Shear View Mulching_McCloud Park Project (7718 : Mulching at McLeod Park.)

INVOICE

S&F Land Developments
118 Wesley Howell rd
Lucedale, Ms 39452

Brentcstuart59@outlook.com
(228) 990-7133

Kevin Ladner

Bill to
Kevin Ladner

Invoice details
Invoice no. : 1000
Invoice date : 02/01/2021
Due date : 03/03/2021

	Product or service	Rate	Amount
1.	**Mulching** Mulching under brush at McLeod Park. $1,750.00 per ac.	10 units × $1,750.00	$17,500.00

Total **$17,500.00**

Due date 03/03/2021

Note to customer

Thanks for your business.

Attachment: Stuart & Family Quote (7718 : Mulching at McLeod Park.)

K & G Crane and Marine Services, Inc.
243117Bilbo Road
Ocean Springs, MS 39565
Tel 228-381-1661 email: jay.schmidt@hotmail.com

February 5, 2021

Mr. Sonny Nelson
4401-4 Wilson Springs Rd.
Moss Point, MS. 39562
Tel. 228-218-7693 email: sonny.nelcoast@yahoo.com

Subject: McCleod Park bulkhead

Mr. Sonny Nelson,

K&G Crane and Marine Services Inc. makes the following proposal to install approximately 100LF of new bulkhead. Each side will have approximately 50LF. Listed below are details of the scope of work:

Bulkhead - Approx. 100LF(50LF on north and south side)

- Lowboy from new overlook area to bulkhead location
- Remove and dispose of existing piling and broken concrete
- Install 100LF of 2”x12”x12’ of 2.5cca treated timbers for sheeting
- Drive 19- 10”x16’ main piling treated to 2.5 cca
- Drive 19- 10”x16’ tie back piling treated to 2.5 cca
- Install double- 6”x6” whalers treated to 2.5 cca
- Install filter cloth
- Place new fill material approx. 100 cy material

Lump Sum Pricing: $30,480.00

We thank you for the opportunity bid on this work and look forward to hearing from you. If you should have any questions, please call me at (228) 381-1661.
Sincerely,

Jay Schmidt
K&G Crane and Marine Services Inc.

Attachment: McCleod Park bulkhead for FIC 02052021 (7719 : Approve bulkhead at McLeod Park.)

Attachment: McCleod Park bulkhead for FIC 02052021 (7719 : Approve bulkhead at McLeod Park.)

Estimate

Black Diamond Construction, LLC
PO Box 797
Pass Christian, MS 39571

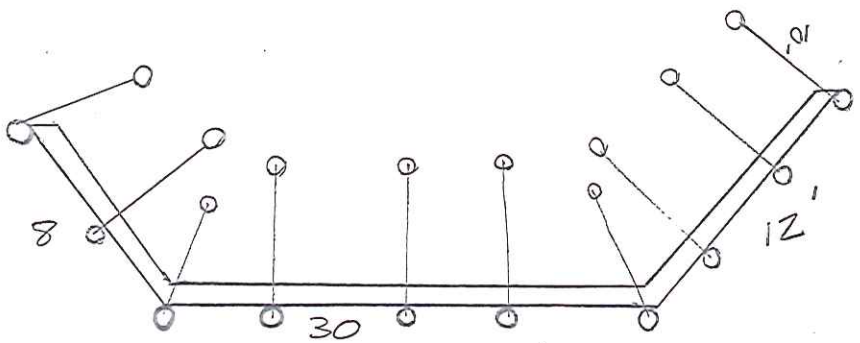
Date	Estimate #
1/14/2021	16

Name / Address
McLeod Park 8100 Texas Flat Rd. Kiln, MS 39556

Project

Description	Qty	Rate	Total
The north side bulkhead will be 50 LF and will be constructed using 16' pilings, double 2x8 whalers and 12' 2x8 sheeting. The wall will be supported with a 1 to 1 deadman system that will consist of 5/8 x 20' HDG all thread. The south side bulkhead will be 50 LF and will be constructed using 16' pilings, double 2x8 whalers and 12' 2x8 sheeting. The wall will be supported with a 1 to 1 deadman system that will consist of 5/8 x 12' HDG all thread. All marine material will be full cut , 2.5 CCA treatment	100	210.00	21,000.00
remove and dispose broken concrete and pilings, remove and dispose underbrush / trees on the waterline		2,650.00	2,650.00
haul and spread approx. 200cy of clay material behind bulkead	200	12.00 0.00%	2,400.00T 0.00
		Total	$26,050.00

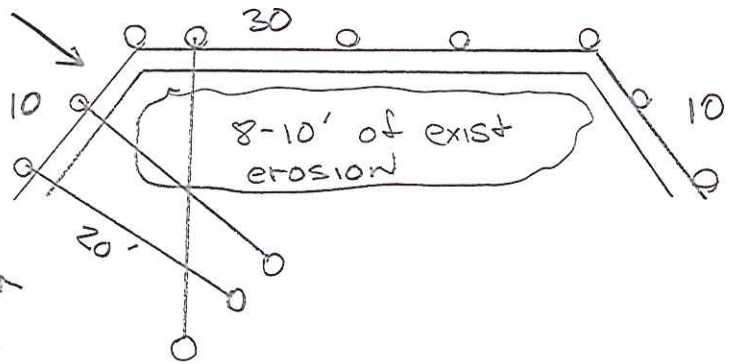
Attachment: Mcleod Park bulkhead estimate (7719 : Approve bulkhead at McLeod Park.)



river

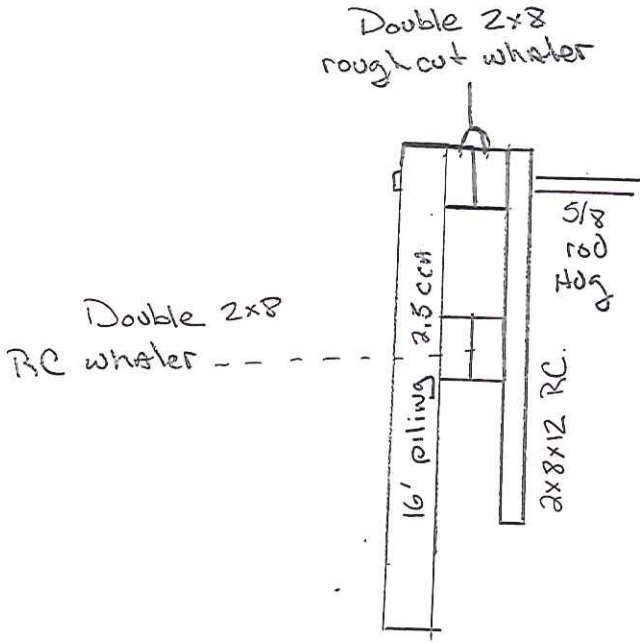
LAGOON

remove large pine tree



Note 20' deadman supports on this side in order to get piles in undisturbed soil.

Note remove all underbrush along embankment prior to constructing bulkhead



Regular Meeting of the Hancock County Planning Commission held on January 21, 2021

Those Present: R. Ladner, Koenig, and Farve

Also Present: Anthony Cuevas, Director of Planning & Zoning

Minutes of the Previous Meeting: The minutes of the January 7, 2021 regular meeting were unanimously adopted on the motion of Farve.

David Jaskowiak-Appeal Building Official's Decision
The Commission considered the application of David Jaskowiak appealing the Decsion of the Building Official that was Tabled from the January 7, 2021 Planning Commission Meeting.

Mr. Jaskowiak along with Mr. Cruthird was present at the meeting and presented to the Commission an Inspection Report provided by Contractor/Inspector Agency, Inc. The report was submitted into the file as Exhibit B. Commissioner Koenig asked Mr. Cruthird if the Pearl River County Building Department was able to inspect the structure. Mr. Cruthird stated that the Pearl River County Building Department declined due to not being involved during the construction of the structure.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Koenig to recommend upholding the Building Official's decision of not issuing a permit for the structure to be placed in Hancock County.

Robert E. Farbe Jr.-Conditional Use & Site Plan Review
The Commission considered the application of Robert E. Farbe Jr. requesting a Conditional Use and Site Plan Review for a one slip marina. The property is located at 5206 Lambert Lane, Bay St. Louis, MS 39520. The parcel number for the property is 164P-0-19-083.000. The property is currently zoned C-4 Commercial Resort.

Mr. Farbe was present at the meeting and explained to the Commission that he has installed a boat lift and would like to have power to be able to pick his boat out of the water. Mr. Farbe stated that he acquired a permit from the Mississippi Department of Marine Resources to be able to place the boat lift.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Koenig to recommend the approval of the one slip marina and site plan review.

TCR Enterprises LLC-Mini Subdivision
The Commission considered the application of TCR Enterprises LLC requesting to divide 4 one-acre parcels from a 14-acre parcel. The property is located on the east side of Runnymede Rd., approximately 2000 ft. north of Kiln DeLisle Rd. Pass Christian, MS 39571. The parcel number for the property is 066 -0-13-012.000. The property is currently zoned A-1 General Agricultural.

Attachment: 01.21.2021 Minutes (7696 : January 21, 2021 P&Z Minutes.)

Mr. Tim Rush and Mr. David Rush was present at the meeting and explained to the Commission that they would like to divide the property into four one-acre parcels and the remaining acreage into a parcel.

After discussion on the matter it was unanimously adopted on the motion of Commissioner R. Ladner to recommend approval of the proposed subdivision as a mini subdivision based on the findings that said division meets the previously established criteria for a mini subdivision and that formal compliance with the requirements of the Subdivision Regulations is not necessary, but subject to the stipulations and on the condition that the applicant files an affidavit of subdivision in the public land records along with a certified survey showing new parcels with the legal descriptions.

Meeting Adjourned at 5:37 p.m.

Chairman 2-4-2021

Attachment: 01.21.2021 Minutes (7696 : January 21, 2021 P&Z Minutes.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
3784	ADMINISTRATIVE OFFICE	0001		INV	02/17/2021	JAN. 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001160 5411		CHANC CT	REP		10,740.66			
	2 001161 5418		CIRC CT	COURT REPO		9,170.45			
	3 001161 5550		CIRC CT	LEGAL FEES		348.99			
	4 001161 5467		CIRC CT	WORK COMP		262.81			
	5 001160 5469		CHANC CT	UNEMPLOYME		55.47			
							20,578.38		
						CHECK TOTAL	**20,578.38**		
4449	AT & T	0000		INV	02/17/2021	FEB 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5502		SHERIFF	TELEPHONE		204.00			
							204.00		
						CHECK TOTAL	**204.00**		
4449	AT & T	0000		INV	02/17/2021	JAN. 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5502		EMER 911	TELEPHONE		996.39			
							996.39		
						CHECK TOTAL	**996.39**		
4449	AT & T	0000		INV	02/17/2021	2-1-2021 TO 2-28-202			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5544		EMER 911	MNT AG		4,052.00			
							4,052.00		
						CHECK TOTAL	**4,052.00**		
7618	AT&T	0000		INV	02/17/2021	1273244164			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5502		BLDS/GRNDS	TELEPHONE		54.23			
							54.23		
						CHECK TOTAL	**54.23**		

Attachment: 3854_001 (7717 : Docket for February 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9790	AT&T	0001		INV	02/17/2021	FEB. 1,2021			

ACCOUNT DETAIL					LINE AMOUNT
1	001168	5504	DA OFFICE	INTERNET	68.44
2	001102	5504	CIRC CLK	INTERNET	68.44
3	001151	5502	BLDS/GRNDS	TELEPHONE	62.70
4	001101	5502	CHANC CLK	TELEPHONE	13.19
5	001631	5502	CNTY AGENT	TELEPHONE	39.57
6	001167	5502	CORONER	TELEPHONE	13.19
7	001151	5502	BLDS/GRNDS	TELEPHONE	42.60
8	001151	5502	BLDS/GRNDS	TELEPHONE	85.20
9	001630	5502	SOIL CONS	TELEPHONE	79.95
10	001400	5502	HEALTH	TELEPHONE	80.25
11	001151	5502	BLDS/GRNDS	TELEPHONE	14.82
12	001200	5502	SHERIFF	TELEPHONE	200.00
13	001151	5502	BLDS/GRNDS	TELEPHONE	13.19
14	001151	5502	BLDS/GRNDS	TELEPHONE	96.77
15	001260	5502	EMA	TELEPHONE	71.96
16	001630	5502	SOIL CONS	TELEPHONE	97.08
17	001151	5502	BLDS/GRNDS	TELEPHONE	2.50
18	001102	5502	CIRC CLK	TELEPHONE	13.19
19	001151	5502	BLDS/GRNDS	TELEPHONE	361.97
20	001200	5502	SHERIFF	TELEPHONE	44.26
21	001105	5502	TAX/COL	TELEPHONE	158.74
22	001163	5502	YOUTH CT	TELEPHONE	25.64
23	001105	5502	TAX/COL	TELEPHONE	3.00
24	001151	5502	BLDS/GRNDS	TELEPHONE	83.32
25	001151	5502	BLDS/GRNDS	TELEPHONE	37.32
26	001151	5502	BLDS/GRNDS	TELEPHONE	39.57
27	001168	5502	DA OFFICE	TELEPHONE	13.19
28	001151	5502	BLDS/GRNDS	TELEPHONE	13.19
					1,843.24
				CHECK TOTAL	**1,843.24**

2425	C SPIRE WIRELESS	0000		INV	02/17/2021	1-1-2021-01-31-2021			

ACCOUNT DETAIL					LINE AMOUNT
1	001200	5502	SHERIFF	TELEPHONE	4,871.11
					4,871.11
				CHECK TOTAL	**4,871.11**

Attachment: 3854_001 (7717 : Docket for February 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
2425	C SPIRE WIRELESS	0000		INV	02/17/2021	1-8-21 TO 2-7-2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5502		MAPPING	TELEPHONE		310.07			
							310.07		
						CHECK TOTAL	**310.07**		
2425	C SPIRE WIRELESS	0001		INV	02/17/2021	1608375			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5504		RD MNT	INTERNET		140.68			
	2 001530 5504		MCLEOD PK	INTERNET		510.31			
	3 001411 5504		ANIM SHLT	INTERNET		311.31			
							962.30		
						CHECK TOTAL	**962.30**		
8626	CENTERPOINT ENERGY RE	0000		INV	02/17/2021	JAN 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5510		IMP EXP	HEAT LIGHT		4,213.17			
							4,213.17		
						CHECK TOTAL	**4,213.17**		
8181	CENTURYLINK	0000		INV	02/17/2021	JAN. 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5502		BLDS/GRNDS	TELEPHONE		2,180.29			
	2 001200 5502		SHERIFF	TELEPHONE		2,180.29			
							4,360.58		
						CHECK TOTAL	**4,360.58**		
105	CITY OF BAY ST LOUIS	0000		INV	02/17/2021	07-6131-00 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		8.29			
							8.29		
105	CITY OF BAY ST LOUIS	0000		INV	02/17/2021	08-0170-02 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		40.28			
							40.28		
105	CITY OF BAY ST LOUIS	0000		INV	02/17/2021	09-0727-01 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		73.12			

Attachment: 3854_001 (7717 : Docket for February 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							73.12		
105	CITY OF BAY ST LOUIS	0000		INV	02/17/2021	09-3075-01 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		10.00			
							10.00		
105	CITY OF BAY ST LOUIS	0000		INV	02/17/2021	09-3300-00			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		39.12			
							39.12		
105	CITY OF BAY ST LOUIS	0000		INV	02/17/2021	09-0725-01			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		79.46			
							79.46		
105	CITY OF BAY ST LOUIS	0000		INV	02/17/2021	09-0726-01			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		10.00			
							10.00		
						CHECK TOTAL	**260.27**		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-006 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		129.85			
							129.85		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-007 jan 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		1,233.26			
							1,233.26		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-009 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		121.07			
							121.07		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-011 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		904.71			
							904.71		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-018 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		518.76			

Attachment: 3854_001 (7717 : Docket for February 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							518.76		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-019 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		627.64			
							627.64		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	3000821-017 jan21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5510		EMER 911	HEAT LIGHT		444.95			
							444.95		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	110518-001 jan 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5510		EMER 911	HEAT LIGHT		205.38			
							205.38		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	3000821-014 jan 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		3,499.92			
							3,499.92		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-054 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001450 5510		WELFARE	HEAT LIGHT		5,303.59			
	2 001151 5510		BLDS/GRNDS	HEAT LIGHT		5,303.59			
							10,607.18		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	100314-001 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		298.51			
							298.51		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	114147-001 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		299.25			
							299.25		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	100315-001 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		497.41			
							497.41		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	116043-005 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		132.94			
							132.94		

Attachment: 3854_001 (7717 : Docket for February 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	116043-004 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		128.92			
							128.92		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	116043-003 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		35.60			
							35.60		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	3000821-015 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		470.02			
							470.02		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	96022-001 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		65.04			
							65.04		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	116043-001 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		38.13			
							38.13		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-068 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		1,138.74			
							1,138.74		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-052 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		12.75			
							12.75		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-053 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5510		IMP EXP	HEAT LIGHT		44.96			
							44.96		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	504420-038 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5510		ANIM SHLT	HEAT LIGHT		683.18			
							683.18		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	504420-027 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		36.90			
							36.90		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	504420-033 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		1,050.83			
							1,050.83		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-041 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		737.74			
							737.74		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-064 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		53.17			
							53.17		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-056 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		44.88			
							44.88		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-050 jan21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		175.66			
							175.66		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	80846-001 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		38.51			
							38.51		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	69198-001 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		97.99			
							97.99		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-055 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		26.77			
							26.77		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	61441-001 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		428.26			
							428.26		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	112589-001 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		27.03			
							27.03		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	3000821-004 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		52.57			
							52.57		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	3000821-011 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		577.76			
							577.76		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-028 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		147.13			
							147.13		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	15070-027 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		14.98			
							14.98		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	116043-007 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		14.99			
							14.99		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	116043-008 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		29.93			
							29.93		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	116043-009 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		73.04			
							73.04		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	116043-010 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		160.03			
							160.03		
299	COAST ELECTRIC POWER	0001		INV	02/17/2021	116043-011 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		60.46			
							60.46		
						CHECK TOTAL	**25,986.80**		
7975	DIRECT TV	0000		INV	02/17/2021	082688902X210131			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001260 5513		EMA	CABLE TELE		174.24			
							174.24		
						CHECK TOTAL	**174.24**		
9352	DIVERSIFIED COMPANIES	0000		INV	02/17/2021	9432-PE			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5501		MAPPING	POSTAGE AN		5,000.00			
							5,000.00		
						CHECK TOTAL	**5,000.00**		
8986	ELECTION COMMISSION A	0000		INV	02/17/2021	KENDRA NECAISE			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001180 5476		ELECTIONS	MEALS/LDG		258.00			
	2 001180 5480		ELECTIONS	TRAINING		235.00			
							493.00		
						CHECK TOTAL	**493.00**		
8986	ELECTION COMMISSION A	0000		INV	02/17/2021	STEPHANIE LADNER			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001180 5476		ELECTIONS	MEALS/LDG		263.00			
	2 001180 5480		ELECTIONS	TRAINING		235.00			
							498.00		
						CHECK TOTAL	**498.00**		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8986	ELECTION COMMISSION A	0000		INV	02/17/2021	JOSEPH PETTIGREW			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001180 5480		ELECTIONS	TRAINING		240.00			
							240.00		
						CHECK TOTAL	**240.00**		
8986	ELECTION COMMISSION A	0000		INV	02/17/2021	EUGENE BICE			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001180 5480		ELECTIONS	TRAINING		240.00			
							240.00		
						CHECK TOTAL	**240.00**		
8986	ELECTION COMMISSION A	0000		INV	02/17/2021	CAROLINE ADAM			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001180 5476		ELECTIONS	MEALS/LDG		263.00			
	2 001180 5480		ELECTIONS	TRAINING		235.00			
							498.00		
						CHECK TOTAL	**498.00**		
8986	ELECTION COMMISSION A	0000		INV	02/17/2021	SANDRA HENLEY			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001180 5480		ELECTIONS	TRAINING		40.00			
							40.00		
						CHECK TOTAL	**40.00**		
4728	FEDEX	0001		INV	02/17/2021	7-257-99295			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5501		MAPPING	POSTAGE AN		7.48			
							7.48		
						CHECK TOTAL	**7.48**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	02/17/2021	NP59520120			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5671		INFO TECH	GASOLINE		39.45			
	2 001101 5542		CHANC CLK	REP-VEH		68.48			
	3 001675 5542		BLDG DEPT	REP-VEH		45.95			
							153.88		
						CHECK TOTAL	**153.88**		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4242	FLEETCOR TECHNOLOGIES	0000		INV	02/17/2021	NP59519869			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5671		SHERIFF	GASOLINE		4,696.14			
	2 001205 5671		PAT NASA	GASOLINE		345.09			
							5,041.23		
						CHECK TOTAL	**5,041.23**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	02/17/2021	np59594821			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001101 5671		CHANC CLK	GASOLINE		35.85			
	2 001675 5671		BLDG DEPT	GASOLINE		150.40			
							186.25		
						CHECK TOTAL	**186.25**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	02/17/2021	NP59594703			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5671		MAPPING	GASOLINE		210.14			
							210.14		
						CHECK TOTAL	**210.14**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	02/17/2021	NP59520002			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5671		MAPPING	GASOLINE		45.94			
							45.94		
						CHECK TOTAL	**45.94**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	02/17/2021	NP59594570			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5671		SHERIFF	GASOLINE		5,625.89			
	2 001205 5671		PAT NASA	GASOLINE		357.72			
							5,983.61		
						CHECK TOTAL	**5,983.61**		
2862	HANCOCK COUNTY WATER	0000		INV	02/17/2021	109982 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5510		IMP EXP	HEAT LIGHT		9,954.13			
							9,954.13		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
2862	HANCOCK COUNTY WATER	0000		INV	02/17/2021	110291 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		102.50			
							102.50		
2862	HANCOCK COUNTY WATER	0000		INV	02/17/2021	110125 jan 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		
2862	HANCOCK COUNTY WATER	0000		INV	02/17/2021	103076 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		77.00			
							77.00		
2862	HANCOCK COUNTY WATER	0000		INV	02/17/2021	110293 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		102.50			
							102.50		
2862	HANCOCK COUNTY WATER	0000		INV	02/17/2021	101270 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		39.00			
							39.00		
2862	HANCOCK COUNTY WATER	0000		INV	02/17/2021	104467 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		66.90			
							66.90		
2862	HANCOCK COUNTY WATER	0000		INV	02/17/2021	110289 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		77.00			
							77.00		
2862	HANCOCK COUNTY WATER	0000		INV	02/17/2021	108970 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		
						CHECK TOTAL	**10,569.03**		
9216	INTERNATIONAL ASS OF	0001		INV	02/17/2021	0148084			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5571		SHERIFF	DUES AND S		190.00			
							190.00		

Report generated: 02/11/2021 15:35:51
User: Nancy Kelly (NKelly)
Program ID: apwarrnt

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	190.00		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	010041825 JAN 21			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001411 5510		ANIM SHLT	HEAT LIGHT		135.12			
							135.12		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	010092810 jan 21			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	010092410 JAN 21			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	010059250 JAN21			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	010094800 JAN21			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		76.89			
							76.89		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	010092500 JAN21			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		75.00			
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	010061810 JAN21			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 154523 5510		ARENA	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	010061800 JAN21			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 154523 5510		ARENA	HEAT LIGHT		171.54			
							171.54		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	010092550 JAN21			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 001531 5510		RECREATION	HEAT LIGHT		321.20			
							321.20		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	010042100 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		1,196.46			
							1,196.46		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	010092600 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		75.00			
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	020100976 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		27.48			
							27.48		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	00042090 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	010092551 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		25.51			
							25.51		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	020152100 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	010059260 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	020149625 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	020002700 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		77.70			
							77.70		

Attachment: 3854_001 (7717 : Docket for February 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	020219900 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		56.60			
							56.60		
913	KILN UTILITY & FIRE D	0000		INV	02/17/2021	020002720 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		76.35			
							76.35		
						CHECK TOTAL	**2,614.85**		
9171	LEADS ONLINE LLC	0000		INV	02/17/2021	258920			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5599		SHERIFF	OTHER CONT		2,462.00			
							2,462.00		
						CHECK TOTAL	**2,462.00**		
99998	BSL POSTMASTER	0000		INV	02/17/2021	3-ROLLS OF FOREVER S			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001168 5501		DA OFFICE	POSTAGE AN		165.00			
							165.00		
						CHECK TOTAL	**165.00**		
99998	BSL POSTMASTER	0000		INV	02/17/2021	BOAT BOX RENTAL			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5501		MAPPING	POSTAGE AN		72.00			
							72.00		
						CHECK TOTAL	**72.00**		
99998	JIMMIE LADNER, JR	0000		INV	02/17/2021	5JYLB352X2P020593			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5669		RD MNT	LIC TAGS		10.00			
							10.00		
						CHECK TOTAL	**10.00**		
1167	MISSISSIPPI POWER COM	0000		INV	02/17/2021	JAN 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		3,606.50			
	2 156331 5510		SEAWALL	HEAT LIGHT		1,091.95			

Attachment: 3854_001 (7717 : Docket for February 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							4,698.45		
						CHECK TOTAL	**4,698.45**		
7201	MOBILE MONITORING FLE	0000		INV	02/17/2021	2440564			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5599		IMP EXP	OTHER CONT		367.30			
							367.30		
						CHECK TOTAL	**367.30**		
6475	MS DEPT OF PUBLIC SAF	0000		INV	02/17/2021	90100583			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5562		SHERIFF	EVIDENCE		600.00			
							600.00		
						CHECK TOTAL	**600.00**		
6475	MS DEPT OF PUBLIC SAF	0000		INV	02/17/2021	90100582			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5562		SHERIFF	EVIDENCE		1,680.00			
							1,680.00		
						CHECK TOTAL	**1,680.00**		
9612	MS DEPT OF REVENUE	0000		INV	02/17/2021	1P9BE2022ML375034			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5669		SHERIFF	LIC TAGS		12.00			
							12.00		
						CHECK TOTAL	**12.00**		
9612	MS DEPT OF REVENUE	0000		INV	02/17/2021	9-RENEWALS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5669		SHERIFF	LIC TAGS		132.75			
							132.75		
						CHECK TOTAL	**132.75**		
8825	NI GOVERNMENT SERVICE	0002		INV	02/17/2021	21012996541			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001260 5502		EMA	TELEPHONE		48.36			
							48.36		
						CHECK TOTAL	**48.36**		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7030	PEARLINGTON WATER & S	0000		INV	02/17/2021	00000710 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		94.25			
							94.25		
7030	PEARLINGTON WATER & S	0000		INV	02/17/2021	00030003 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		37.25			
							37.25		
						CHECK TOTAL	**131.50**		
7692	PINNACLE TOWERS, LLC	0000		INV	02/17/2021	33690194			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5534		EMER 911	RENT-OTH		3,528.28			
							3,528.28		
						CHECK TOTAL	**3,528.28**		
9781	Quadient Finance USA,	0000		INV	02/17/2021	JAN 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001121 5501		FINANCE	POSTAGE AN		500.00			
							500.00		
						CHECK TOTAL	**500.00**		
9834	Quadient Finance USA,	0000		INV	02/17/2021	7900044064351541			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001166 5501		JUST CT	POSTAGE AN		726.45			
							726.45		
						CHECK TOTAL	**726.45**		
9834	Quadient Finance USA,	0000		INV	02/17/2021	JAN. 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001102 5501		CIRC CLK	POSTAGE AN		601.00			
							601.00		
						CHECK TOTAL	**601.00**		
9825	Quadient Leasing USA,	0000		INV	02/17/2021	58197328			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001166 5533		JUST CT	RENT-OFF		179.85			

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							179.85		
						CHECK TOTAL	**179.85**		
8401	QUEST DIAGNOSTICS CLI	0000		INV	02/17/2021	9191437393			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5552		IMP EXP	MED FEES		2.66			
							2.66		
						CHECK TOTAL	**2.66**		
8031	STANDARD DEDEAUX WATE	0000		INV	02/17/2021	010192500 JAN21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		25.00			
							25.00		
8031	STANDARD DEDEAUX WATE	0000		INV	02/17/2021	010192550 JAN 21			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
8031	STANDARD DEDEAUX WATE	0000		INV	02/17/2021	0300065725			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
						CHECK TOTAL	**75.00**		
4646	TEC	0000		INV	02/17/2021	1014346			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5502		EMER 911	TELEPHONE		149.67			
	2 001151 5502		BLDS/GRNDS	TELEPHONE		9.37			
	3 001102 5502		CIRC CLK	TELEPHONE		20.00			
	4 001105 5502		TAX/COL	TELEPHONE		5.28			
							184.32		
						CHECK TOTAL	**184.32**		
9281	UTILITY SERVICES, LLC	0000		INV	02/17/2021	070024001 JAN 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		36.00			
							36.00		
						CHECK TOTAL	**36.00**		

Attachment: 3854_001 (7717 : Docket for February 17, 2021.)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 02172021 02/11/2021
DUE DATE: 02/11/2021

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9439	CELICO PARTNERSHIP	0001		INV	02/17/2021	9872027886			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5504		INFO TECH	INTERNET		39.97			
							39.97		
						CHECK TOTAL	**39.97**		
9439	CELICO PARTNERSHIP	0001		INV	02/17/2021	9872027885			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5502		SHERIFF	TELEPHONE		320.34			
							320.34		
						CHECK TOTAL	**320.34**		
9716	VISA	0000		INV	02/17/2021	JANUARY 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5476		MAPPING	MEALS/LDG		599.50			
							599.50		
						CHECK TOTAL	**599.50**		
9716	VISA	0001		INV	02/17/2021	JAN. 2021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001222 5556		INM MED	PROF FEES		195.00			
	2 001200 5641		SHERIFF	BLDG SUPP		1,099.99			
	3 001169 5603		CA-PROS	OFFICE SUP		151.90			
	4 001125 5544		INFO TECH	MNT AG		79.99			
	5 001161 5603		CIRC CT	OFFICE SUP		49.98			
							1,576.86		
						CHECK TOTAL	**1,576.86**		

134	**INVOICES**	**WARRANT TOTAL**	**119,627.78**	**119,627.78**
		CASH ACCOUNT BALANCE		**-7,265,026.15**

Attachment: 3854_001 (7717 : Docket for February 17, 2021.)

Hancock County Board of Supervisors

Regular Meeting Minutes

February 1, 2021 at 9:00 a.m.

Board Meeting Room

Minutes Acceptance: Minutes of Feb 1, 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, and County Comptroller, Nancy Kelly were all present in the Board Room. Chancery Clerk, Timothy Kellar, Circuit Clerk, Kendra Necaise, and County Attorney, Gary Yarborough, were all present via remote access.

Attendee Name	Title	Status	Arrived
Theresa Ryan	District 1	Present	8:51 AM
Greg Shaw	District 2	Present	8:51 AM
Kodie Koenenn	District 3	Present	8:51 AM
Scotty Adam	District 4	Present	8:51 AM
Darrin Bo Ladner	District 5	Present	8:51 AM

3. Amendments to the Agenda

8.J.5. Remove from agenda.

I.1. Remove items b-f. Keep items a. and g.

A. **Motion to:** Motion to accept the agenda.**Adopted**

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Theresa Ryan, District 1

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 Wednesday, February 17, 2021.

B. Biweekly payroll for period ending January 16, 2021 with check date January 22, 2021 totaled $695,647.75.

C. The Hancock County Board of Supervisors will hold a Public Hearing this morning at 10:00 a.m., in the Board Meeting Room on the matter of the "Tax Increment Financing Redevelopment Plan, Hancock County, Mississippi 2021".

D. Sealed or electronic bids will be received by the Hancock County Board of Supervisors for Dedeaux Storm Shelter Repair until 10:00 a.m. on February 4, 2021.

E. Sealed and properly labeled proposals will be received by the Hancock County Board of Supervisors for Professional Engineering Services for Stormwater Management Projects until 10:00 a.m. on February 15, 2021.

The record reflects an extension of this Bid Opening to Wednesday, February 17, 2021 at 10:00 a.m., due to Monday and Tuesday being holidays.

F. Sealed or electronic bids will be received by the Hancock County Board of Supervisors for Hancock County roof repairs until 10:00 a.m. on March 1, 2021.

5. Public Hearings

1. Motion to spread Proof of Publication for Notice of Public Hearing Tax Increment Financing Redevelopment Plan.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes the Tax Increment Financing Redevelopment Plan Hancock County, Mississippi 2021.**Approved**

Minutes Acceptance: Minutes of Feb 1, 2021 9:00 AM (Board Secretary)

The record reflects county attorney to review letter from the Planning Commission, which will be spread on the Minutes as soon as complete.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to adopt the Tax Increment Financing Redevelopment Plan Hancock County, Mississippi 2021.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. External Business Agenda

A. Port & Harbor Commission

1. Motion to accept the Hancock County Port & Harbor Commission's Resolution 20210125-4, approving the January 25, 2021 Docket of Claims.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to accept Hancock County Port & Harbor Commission's Resolution 20210125-01, spreading on the Minutes the Executed Cellular South Assignment & Assumption of Lease Agreement for the POTW.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to accept Hancock County Port & Harbor Commission's Resolution 20210125-06, authorizing execution of Task Order #1704-03c Amendment #3 to Compton Engineering, Inc., for Construction Phase Professional Services Associated With Pb1704 - Site 4 Transload at a cost not to exceed $447,000.**Approved**

Minutes Acceptance: Minutes of Feb 1, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to accept the Hancock County Port & Harbor Commission's Resolution 20210125-07, authorizing execution of MDOT Multi-Modal PMM-21(003) Grant Agreement for $395,480 and Work Authorization #10 to Compton Engineering, Inc., for Professional Services Associated With PB2102 - Public Dock Mooring at a cost not to exceed $88,000.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to accept Hancock County Port & Harbor Commission's Resolution 20210125-08, authorizing execution of Work Authorization #RR2103-01 To Neel-Schaffer, Inc., for Professional Services Associated With RR2103 - Rock And Timber Replacement for The Port Bienville Short Line Railroad at a cost not to exceed $25,000.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to accept Hancock County Port & Harbor Commission's Resolution 20210125-03, authorizing its Chief Executive Officer or his delegee to execute the ACE Fund Program Request For Payment, in the amount of $1,000,000 to fund Lockheed Martin Corporation’s project at Stennis Space Center, Mississippi.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to accept Hancock County Port & Harbor Commission's Resolution 20210125-09 -15, authorizing Execution of the Master Services Agreement with Garver, LLC, for Professional Services On Horizontal Construction Projects At Stennis International Airport.**Approved**

Minutes Acceptance: Minutes of Feb 1, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion To accept The Hancock County Port & Harbor Commission's Resolution 20210125-10, authorizing Execution Of Work Authorization #1 To Garver, LLC, for Professional Services Related To FAA Project # 37-2021 for The Stennis International Airport at a cost not to exceed $153,838 and spreading on the Minutes, FAA Grant Consideration Letter in the amount of $1,375,200.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

9. Motion to accept the Hancock County Port & Harbor Commission's Resolution 20210125-05, awarding the Construction Contract for Project PB1704-Site 4 Transload Facility to Gill's Crane and Dozer Service, Inc., in the amount of $7,384,046.**Approved**

   The record reflects approval for Gill's Crane and Dozer Service as the lowest apparent bidder concerning base bid, alternate 1 and alternate 3, waiving formality not affecting the bid price for any commissions concerning Mississippi Statute 31-3-21, as this is a Restore project pursuant to Article 2 of CFR Supply 200.319, accepting base bid alternate 1 and 3 conditioned upon Gill Crane and Dozer Service submitting the required payment performance bond.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

10. Motion to accept Hancock County Port & Harbor Commission's Discussion Item # 2021-13, allowing Tyonek to perform Hangar Upgrades to meet NFPA 409 standards.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

11. Motion to accept the Hancock County Port & Harbor Commission's Resolution 20210208-01, authorizing execution of Multi-Modal Funding Agreement (Project No. RMM-21(004)) for Project RR2101 North Yard Upgrade at PBRR. Total award amount is $400,000.00.**Approved**

Minutes Acceptance: Minutes of Feb 1, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Departmental Agendas

A. Emergency Management Agency

1. Motion to approve payment to KS StateBank from Bayside Fire Department Insurance Rebate money (112-253-711). This is the yearly payment for purchase of SCBA equipment in the amount of $6,552.48.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to re-approve the Mutual Aid Agreement between NASA Stennis Space Center and Hancock County, to provide mutual assistance for fires and other emergency incidents for a period of five (5) years.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to release the $50,000 in funds Hancock County received from MEMA to the Hancock County Resource Center. This was the first draw on the Disaster Assistance Housing Grant.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. Animal Shelter

C. Justice Court

D. IT Department

1. Motion to approve the hiring of Meridith Fountain as a IT Technician at a rate of pay of $36,000 a year, effective 2/1/2021 upon completion of successful drug test and physical for a 90 day probationary period, after which a small adjustment in pay will be added.**Approved**

Minutes Acceptance: Minutes of Feb 1, 2021 9:00 AM (Board Secretary)

The record reflects a discussion that the increase in pay will not exceed $2,000.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

E. Purchasing

1. Motion to approve the purchase of a 2021 Chevrolet Colorado W/T crew cab pickup for Sheriff's Department. Low Quote is $25,648.85 from Roger Dabbs Chevrolet, and spread all quotes on the Minutes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve the purchase of a 2020 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 $26,989.50 from Roger Dabbs Chevrolet.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve the purchase of a CRAFCO Crack Sealer for Road & Bridge. Low quote is $49,919.48 from CRAFCO INC., and spread all quotes on the Minutes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
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 January 7, 2021.**Approved**

Minutes Acceptance: Minutes of Feb 1, 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

G. Parks & Recreation

1. Motion to approve hiring David Polk for Recreation at a rate of $10.50 per hour with a raise to $11.00 per hour after 90 days, effective February 1, 2021, pending successful background check and physical.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve request from Shondreka Lee and the Pearlington Fire Department to open the Pearlington gym for basketball.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

H. Inventory Clerk

1. 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:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

I. Comptroller

1. Motion to spread on the Minutes the payment of a levy to the United States Treasury. The notice of levy is for Care Environmental, a vendor from Household Hazardous Waste Day. The payment is on today's docket, in the amount of $25,544.37.**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 attached Budget Amendments.**Approved**

Minutes Acceptance: Minutes of Feb 1, 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

3. Motion to approve the following Interfund Transfers: a. Transfer into Fleet Maintenance $50,000 of that $14,000 from the General Fund, $33,000 from the Road Fund, and $3,000 from the Seawall Fund. b. Transfer into the MDOT-ERBRF fund $15,220.81 from the Bridge fund.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to spread on the Minutes the financial statements for January as presented: a. Budgeted Revenue and Expenditures.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve the Docket of Claims for February 1, 2021 in the amount of $2,370,907.89.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to add to today's docket, a payment to BXS Insurance in the amount of $789,248.56.**Approved**

Minutes Acceptance: Minutes of Feb 1, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

J. Board Secretary

1. Motion to approve Regular Meeting Minutes of Tuesday January 19th, 2021**Accepted**

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Elected/Appointed Agendas

A. Sheriff's Office

B. Tax Assessor

1. Motion to spread on the Minutes the following salary adjustments, effective January 31, 2021: a. Taaja Conerly from $10.30 per hour to $11.30 per hour, plus .96 cents for education for a total of $12.26 per hour; b. Shelley Cuevas from $10.93 per hour to $11.93 per hour, plus .96 cents for education for a total of $12.89 per hour; c. Tiffany Jones from $10.93 per hour to $11.93 per hour, plus .96 cents for education for a total of $12.89 per hour; d. Dana Maggiorie from $11.81 per hour to $12.81 per hour, plus .96 cents for education for a total of $13.77 per hour; e. Gabrielle Morel from $10.93 per hour to $11.93 per hour, plus .96 cents for education for a total of $12.89 per hour; f. Danielle Torres from $10.93 per hour to $11.93 per hour, plus .96 cents for education for a total of $12.89 per hour; g. Meagan Hemphill-Kelley from $10.61 per hour to $11.61 per hour, plus .96 cents for education for a total of $12.57 per hour; h. Phalba Holmes from $10.00 per hour to $11.00 per hour for a total of $11.00 per hour; i. Ashley Bush from $10.00 per hour to $11.00 per hour for a total of $11.00 per hour.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

C. Circuit Clerk

1. Motion to approve the following Election Commissioners and Circuit Clerk to attend ECAM 2021 Annual Elections Seminar and Certification Training in Biloxi on March 30, 2021 through April 2, 2021 for a total cost of $1,969.00, of which $769.00 are hotel fees and $1,200.00 for registration, dues, and

Minutes Acceptance: Minutes of Feb 1, 2021 9:00 AM (Board Secretary)

meals. a. Stephanie Ladner, Election Commissioner, for a cost of $498.00; b. Caroline M. Adam, Election Commissioner, for a cost of $498.00; c. Joseph E. Pettigrew, Election Commissioner, for a cost of $240.00; d. Eugene Bice, Election Commissioner, for a cost of $240.00; and e. Kendra Necaise, Circuit Clerk, for a cost of $493.00.**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 payment of Election Commissioner yearly dues for Sandra Henley in the amount of $40.00.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to spread on the Minutes, the Proclamation to the Election Commissioners of Hancock, Harrison and Stone Counties, Mississippi, setting an election for November 2, 2021 to fill vacancy in the Office of District Attorney in Circuit Court District 2.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

D. County Court

1. Motion to hire Virginia Getske as part-time county court administrator at a rate of pay of $15.00 per hour, on an as needed basis. Effective date is February 1, 2021, pending successful completion of drug testing and physical.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve state approved judicial pay raise for Judge Trent Favre from $135,000.00 per year to $148,000.00 per year, retroactive to January 1, 2021, and spread correspondence from the Supreme Court of Mississippi on the Minutes.**Approved**

Minutes Acceptance: Minutes of Feb 1, 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

E. Chancery Clerk

F. County Engineer

1. Motion to Approve and authorize Board President to sign Task Order Request 221-076.001 for Elevating Beach Road from Lakeshore to Silver Slipper.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve proposal from Dungan Engineering in the amount of $4,990.00 for the construction testing of materials on the North Beach Blvd. Drainage Project, and to authorize the use of Sea Wall funds for these services and authorize Vic Johnson to sign the acceptance of the proposal.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve ROW Occupancy Request from Mississippi Power Company to install 144 fiber optic cable via directional bore.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Discussion: Beach Maintenance Renewal Procurement.**No Action Taken**
   The record reflects county engineer will send the Board a copy of the Beach Maintenance Renewal Procurement documents. Additionally, county engineer will provide the Board with a copy of the letter to CSX Railroad asking them to clean their right-a-way.

RESULT:	**NO ACTION TAKEN**

G. Road Manager

1. Motion to remove Thomas Odle from payroll, effective December 31, 2020.**Approved**

Minutes Acceptance: Minutes of Feb 1, 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. Motion to approve job position change for Dylan Head from Class lll Laborer to Class lll Tractor Operator/Laborer with pay increase to $12.50 per hour, effective February 1, 2021, in Road Department North Maintenance.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

H. Grant Administrator

1. Motion to approve paying Compton Engineering Invoice No. 219-076.002-20 in the amount of $1,000.00 for MS 2018 Transportation & Infrastructure Improvements Fund for the Crane Creek Bridge Replacement Project.**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 Hurricane Sally Obligation Notification from Mississippi Emergency Management Agency.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve and authorize Board President to sign the Project Activation Request to MDOT for the Lakeshore Road Resurfacing Project.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve and authorize Board President to sign the Project Extension Request for Washington Street Waterfront improvements.**Approved**

Minutes Acceptance: Minutes of Feb 1, 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 and authorize Board President to sign Payment Request 1 for Washington Street Waterfront Improvements.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to approve and authorize Board President to sign Payment Request 2 for Washington Street Waterfront Improvements.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to approve and authorize Board President to sign Payment Request 6 for Bayou Talla Boat Launch Improvements.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to spread on the Minutes the Closeout Request to MEMA for Category Z (Administrative Work) for Hurricane Sally.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

I. County Administrator

1. Motion to Approve the Following Administration Payroll Changes: a. Accept, with regrets, the resignation of Donna Henry for retirement purposes, effective March 31, 2021. Items b - f were removed prior to the start of the meeting. g. Adjust salary of Jason Bans to $2,900.00/pay period due to completion of 60 day probationary period, effective February 1, 2021.**Approved as Amended**

Minutes Acceptance: Minutes of Feb 1, 2021 9:00 AM (Board Secretary)

The record reflects items b-f were removed from the agenda prior to the meeting. The above vote is only for items a. and g. as shown.

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize Board President to sign and spread on the Minutes, the following 16th Section land matters: Addendum: Breezy Bice - Residential Lease - Section 16-7-14 (1 acre) will be increasing her acreage from 1.00 to 2.72 acres. This increase will change her lease amount from $600.00 to $1,127.13. New Leases: a. Jamie & Brandon Gerald - Residential Lease - Section 30-5-15 (1 acre). This is a 25 year lease with an annual payment of $493.32 for the first eight years. b. Robert Mitchell - Residential Lease - Section 16-9-16 (Lot 21 Subdivision #2) Pearlington. This is a 25 year lease. The lease payment is $384.00. Hunting and Fishing Lease to be recorded with Chancery Clerk: Kevin Lafontaine - Hunting and Fishing Lease - property described as all of 16-9S-15W, Hancock Co, MS for a total of 640 acres.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to ratify Pauper Declaration for Landon Burgin.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to spread on the Minutes the letter of approval from the State Auditor of Hancock County's FY2019 Audit Report.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Discussion: Request Governor Reeves to open a vaccination center in Hancock County.**No Action Taken**

RESULT:	**NO ACTION TAKEN**

6. Motion to reduce speed limit on Kiln VFW Road from 35 to 25 miles per hour.**Approved**

Minutes Acceptance: Minutes of Feb 1, 2021 9:00 AM (Board Secretary)

The record reflects Road Manager will install the new speed limit signs.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

J. County Attorney

1. Motion to spread on the Minutes the Notice of Appeal of Planning and Zoning decision in regard to Application of David E. Jaskowiak and Lisa M. Jaskowiak for permission to move a prebuilt modular/mobile home into Hancock County. The hearing date is set for Monday, March 1, 2021 at 1:30 p.m.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve Hancock County's Ordinance Restricting Certain Firearm Discharges.**No Action Taken**

   The record reflects this item was moved to the February 17, 2021 meeting to allow for further discussion between Supervisors and County Attorney.

RESULT:	**NO ACTION TAKEN**

3. Motion to consider resolution to transfer ownership of the Linea Doc facility to the Hancock County Port and Harbor Authority.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to authorize amendment with Ochsner and other necessary entities for change of signatory from Alan Hodges to new Hancock Medical CEO.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Discussion: Request from Supervisor Ladner regarding participation in arena meetings in Jackson.**Withdrawn**

Minutes Acceptance: Minutes of Feb 1, 2021 9:00 AM (Board Secretary)

RESULT: **WITHDRAWN**

9. Supervisors Items

A. District 1

1. Motion to approve Resolution Appointing Joseph "Nolan" Pansano to the Pearlington Water and Sewer Commission. His term is effective immediately and shall run until February 2025.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve Resolution Re-Appointing Rosa Jackson to the Pearlington Water and Sewer Commission. Her term is effective immediately and shall run until February 2025.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve Resolution Re-Appointing Clarence Harris to the Hancock County Human Resource Agency. His term is effective immediately and shall run until November 2024.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. District 2

C. District 3

D. District 4

1. Motion to approve Resolution appointing Paige Lundgren to the Hancock County Library Board of Trustees.**Approved**

Minutes Acceptance: Minutes of Feb 1, 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

E. District 5

1. Motion to appoint Breezy Bice and Dorty Necaise as Bayou Coco Cemetery Overseers.**Approved**

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Darrin Bo Ladner, District 5
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Discussion: Compensation for Cemetery Overseer.**No Action Taken**
   The record reflects Board Members will put together a list of names of overseers and their designated cemeteries. This discussion will continue at the next meeting.

   RESULT: **NO ACTION TAKEN**

3. Discussion: Mario Feola contributing towards a fence at animal shelter.**No Action Taken**
   The record reflects Mr. Feola has offered to pay for half of a fence to be constructed at the animal shelter. Road Manager will get pricing and bring back to a subsequent meeting.

   RESULT: **NO ACTION TAKEN**

4. Discussion: Right-of-way at Kiln Delisle Bridge.**No Action Taken**
   The record reflects county attorney to handle this issue.

   RESULT: **NO ACTION TAKEN**

10. Public Comments

Mr. Clarence Harris addressed the Board regarding re-districting. Suggested committee and public comments.

11. Executive Session

1. Motion to consider Executive Session regarding personnel issue with EMA administrative assistant.**Approved**

Minutes Acceptance: Minutes of Feb 1, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to Enter Executive Session regarding personnel issue with EMA administrative assistant.**Approved**

   The record reflects District 4 Supervisor Adam recused himself from the discussion and vote on this matter.

RESULT:	**APPROVED [4 TO 0]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Darrin Bo Ladner
RECUSED:	Scotty Adam

3. Motion to Exit Executive Session.**Approved**

   The record reflects District 4 Supervisor did not participate in the Executive Session Discussion as a full recusal and has reentered the meeting after the vote.

RESULT:	**APPROVED [4 TO 0]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Greg Shaw, District 2
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Darrin Bo Ladner
RECUSED:	Scotty Adam

4. Motion to authorize county attorney to retain the legal services of Balch and Bingham LLP at a rate of $180 per hour for investigation of an employee grievance.**Approved**

Minutes Acceptance: Minutes of Feb 1, 2021 9:00 AM (Board Secretary)

RESULT:	**APPROVED [4 TO 0]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Theresa Ryan, District 1
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Darrin Bo Ladner
RECUSED:	Scotty Adam

12. Adjourn/Recess

The record reflects District 4 Supervisor did not participate in the Executive Session Discussion as a full recusal and has reentered the meeting after the vote.

1. **Motion to:** Motion to adjourn the meeting at 11:07:10 AM.**Adopted**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

The Minutes of the February 1, 2021 have been read and approved.

Scotty Adam

Supervisor Scotty Adams, President

Minutes Acceptance: Minutes of Feb 1, 2021 9:00 AM (Board Secretary)

Theresa Ryan
District 1
Greg Shaw
District 2
Vice President
Kodie Koenenn
District 3

BOARD OF SUPERVISORS

Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520
Telephone (228) 467-0172
Fax (228) 466-5994

Scotty Adam
District 4
President
Darrin "Bo" Ladner
District 5
Gary Yarborough, Jr
Board Attorney

February 5, 2021

The Honorable Brent Anderson
Mississippi State Capitol
400 High Street
Jackson, MS 39201

RE: Resolution of the Hancock County Board of Supervisors and Sheriff Ricky Adam in regards to Lieutenant Deputy Michael Anthony Boutte, Sr.

Dear Representative Anderson:

Enclosed please find a Resolution of the Hancock County Board of Supervisors and Sheriff Ricky Adam requesting that a portion of a state highway within Hancock County, Mississippi be dedicated to and named after Lieutenant Deputy Michael Anthony Boutte, Sr.

Said Resolution is being ratified on the Board Minutes at the upcoming February 17, 2021 Board of Supervisors' Meeting. We will follow-up with providing you with a Certified Board Order immediately after this meeting.

We appreciate your assistance with this request and, of course, please let us know if you need any further information at this time.

Respectfully,

Valerie Fitts
Deputy Clerk / Board Secretary

vf/Enclosure as stated

Attachment: 20210217 - Letter to Honorable Brent Anderson (7675 : Ratify Resolution naming a portion of a State Highway after Lieutenant

RESOLUTION OF THE HANCOCK COUNTY BOARD OF SUPERVISORS and SHERIFF RICKY ADAM REQUESTING THAT A PORTION OF A STATE HIGHWAY WITHIN HANCOCK COUNTY, MISSISSIPPI BE DEDICATED TO AND NAMED AFTER LIEUTENANT DEPUTY MICHAEL ANTHONY BOUTTE, SR.

COME NOW, THE HANCOCK COUNTY BOARD OF SUPERVISORS AND SHERIFF RICKY ADAM, and hereby resolve and request that the State House Committee, the Mississippi Transportation Commission, or other appropriate body, name and dedicate a portion of a state highway within the boundary limits of Hancock County to Lieutenant Deputy Michael Anthony Boutte, Sr.

WHEREAS, Lieutenant Deputy Michael Anthony Boutte, Sr. was employed with the Hancock County Sheriff's Department, serving the department, the County and its residents and citizens with the upmost professionalism, dignity and respect. He was adored and respected by all who knew, encountered and worked with him.

WHEREAS, Lieutenant Boutte began his employment with the Hancock County Sheriff's Department on March 21, 2016, and was an esteemed leader within the Department.

WHEREAS, on Monday, February 1, 2021, Lieutenant Boutte was tragically killed while serving the public in the line of duty.

WHEREAS, there exist here no measure or means to redress the immeasurable loss of the so loved, adored and respected Lieutenant Boutte.

WHEREAS, toward remembrance and recognition of the great and distinguished Lieutenant Boutte, to demonstrate appreciation for his life, work and sacrifice, the Hancock County Board of Supervisors, with Sheriff Ricky Adam and his Sheriff's Department, respectfully ask, resolve and request that a portion of a state highway within Hancock County be a *Three and One Half Mile (3.5 Mile) portion of State Highway 603, beginning at the Intersection of State Highway 603 and State Highway 43, and ending at the Intersection of State Highway 603 and Rocky-Hill Dedeaux Road*, be hereby dedicated to honor Lieutenant Deputy Michael Anthony Boutte, Sr.

IT IS, THEREFORE, HEREBY RESOLVED BY THE HANCOCK COUNTY BOARD OF SUPERVISORS AND SHERIFF RICKY ADAM AND HIS SHERIFF'S DEPARTMENT, finding the above and foregoing to be true and correct, that they request that a portion of a state highway located within Hancock County, Mississippi be dedicated to and named after Lieutenant Michael Anthony Boutte, Sr. The County and Sheriff Adam further state that Lieutenant Boutte is not prohibited from having this dedication by the limitations of Mississippi Code Section 65-3-38.1.

RESPECTFULLY SUBMITTED on this the 5th day of February, 2021.

Sheriff, Ricky Adam

Board President, Scotty Adam

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: 20210217 - Resolution Lieutenant Deputy Michael Anthony Boutte, Sr. - signed (7675 : Ratify Resolution naming a portion of a

Invoice

United States K-9 Unlimited, Inc.
8003 Moline Ave.
Abbeville, La. 70510
(855) 875-9364
www.usk9.com info@usk9.com

Bill To
Hancock County Bookkeeping Dept. 854 Hwy 90 Suite A Bay St. Louis, MS 39520

Date	Invoice No.	P.O. Number	Terms
02/08/21	392187		Net 30

Date	Item	Description	Qty	Rate	Amount
	Dual Purpose Canine	Imported Canine fully trained in Narcotics Detection & Patrol Functions	1	16,500.00	16,500.00
	Dual Purpose Handler Course	Tuition: 5-Wk Dual Purpose Handler Program and Handler Certification in Detection & Patrol Functions	1	0.00	0.00

Subtotal	$16,500.00
Sales Tax	$0.00
Total	$16,500.00

Balance Due	$16,500.00

Payments/Credit	$0.00

Attachment: United States K-9 Unlimited, LLC #1 (7680 : Purchase of a Narcotics Canine.)

Jimmie Ladner, Jr.
Hancock County
Tax Assessor / Collector

Post Office Box 2428
Bay St. Louis, MS 39521-2428
Toll Free - 1.888.409.6651
FAX - 228.466.6239

Phone Numbers:
COLLECTOR - 228.467.1669
ASSESSOR - 228.467.5727
APPRAISAL - 228.467.0130

To: Hancock County
Board of Supervisors

Date: February 17, 2021

1. Request the following to be spread on the board minutes.
   a) The new Depository for the Tax Collectors Office.

2. Request the following to be approved by the Board of Supervisors.

3. General Discussion

If my staff or I can be of any assistance to you please feel free to call.

Sincerely,

Jimmie Ladner, Jr.
Hancock County
Assessor/Tax Collector

Attachment: Depository (7709 : New Depository for Tax Collectors Office.)

Jimmie Ladner, Jr.
Hancock County
Tax Assessor / Collector

Post Office Box 2428
Bay St. Louis, MS 39521-2428
Toll Free - 1.888.409.6651
FAX - 228.466.6239

Phone Numbers:
COLLECTOR - 228.467.1669
ASSESSOR - 228.467.5727
APPRAISAL - 228.467.0130

February 11, 2021

Hancock County
Board of Supervisors

The following lists consist of:

1) Non-negotiable checks dated 2018 and prior. We are confident that these are no longer collectable.
2) Outstanding checks written on Hancock Whitney Bank's account that are dated 2020 and prior. Our checks have a stale date of 90 days from the date of the check.

Thank you for your consideration.

Jimmie Ladner, Jr.
Hancock County
Tax Collector and Assessor

Attachment: Tax Assessor - NSF CHECKS (7709 : New Depository for Tax Collectors Office.)

Name of NSF Check Writer	Check Amount	Description of Debt	Date Returned
ALISON,TIFFANY A	59.67	3KAE502	1/23/2013
ALLNET, ROBERT, JR.	40.16	81093436	1/14/2008
BROWN,ASHLEIGH S	232.71	50561397	11/17/2004
BURGE, KELVIN	32.51	50571273	2/2/2005
BYRD, JOYCE	94.66	50549819	7/21/2004
CHARLES, DAN OR GRETA	422.86	80211199	4/3/2007
COOK, JAMES L II	33.41	HCSW 18184	9/8/2014
FAIR,WILLIE JR & SHERRON	155.86	VR/CARRIES	10/22/2014
FERRILL,CARRIE N	274.45	HCSW 15418	9/9/2014
HAMPTON, ELISA	159.00	HCSW 1566/ACCT HIST	12/1/2008
HAMPTON, ELISA DIANE	10.00	F081484	11/25/2008
HAMPTON,CHERIE R	200.00	HCSW 22143	10/20/2016
JOJ LAND & MARINE SYSTEMS, LLC	397.01	50565588	11/12/2004
LADNER, SHIRLEY E	41.29	70561537	7/13/2006
LAMPTON, JO ANN	25.19	2KBM386	10/3/2011
LEE, BARBARA D.	65.02	3KAE137	1/15/2013
LLOYD, THERESA	84.13	81095286	1/15/2008
LOPEZ,MARY ANN	41.47	60567726	8/1/2005
MARTIN,PATRICK A #15	35.40	KAK840 HCSW	5/14/2015
MAYFIELD,SUSIE LEE	224.86	60586525	8/24/2006
MAYFIELD,SUSIE LEE	532.56	70569103	9/22/2006
MCCRORY, BARBARA	127.00	70559252	6/12/2006
MCCRORY, BARBARA OR GARY	164.64	595879	7/28/2009
MELTON,CARY OR CHRISTINA M ARNOLD	77.96	81084627	10/19/2007
MOORE, CLIFTON JR.	250.00	70560872 & 41650	6/30/2006
NECAISE,FELICIA MARIE / CHRISTOPHER D MURRAY	156.23	4KAP344	6/24/2013
NUTTER, CHRISTOPHER C OR DAWN M	420.61	80204825	2/2/2007
PAGE, BONNIE	82.72	90611656	1/15/2009
RAY, DORI A.	44.65	8KBX505	8/18/2017
SAUCIER, ERNEST C.	32.78	KAA4031	12/31/2018
SIMMONS, NEFITERIA R.	107.86	DB/Z6218	4/19/2017
SMITH,J OR D SMITH	42.74	KBD915	1/10/2017
SMITH,TARA F	982.94	7KBT147	1/5/2017
STREMPLER, WILLIAM OR FRANCES	90.31	HCSW 35290	2/16/2016
TIMM,MAUREEN	68.41	KAA2952	10/31/2018
TINGSTROM,NIKKI S	204.29	8KBX520	8/18/2017
TOMASO, FRANK B.	34.13	B10/7AJ792	9/11/2017
TROTTER,ALDEN FRANK	25.68	KBV886 & FAST TRACK	4/3/2017
VILLARREAL,JANET	30.00	KB7721	9/19/2018
WILSON, CHRISTINE	74.53	VR/LV2FISH	7/5/2016

TOTAL INSOLVENCY: **6,179.70**

Attachment: Tax Assessor - NSF CHECKS (7709 : New Depository for Tax Collectors Office.)

Outstanding Checks for the Tax Collector's Office
SETTLE TO GENERAL FUND

CHECK #	AMOUNT	CHECK DATE	PAYEE:	STATUS
14788	$ 0.42	1/15/2019	BRITANY SHERRY	ACTIVE
14793	$ 0.79	1/15/2019	PATRICIA D LEE	ACTIVE
14794	$ 0.26	1/15/2019	THURMAN A WILLIAMS	ACTIVE
14799	$ 0.30	1/15/2019	BARCELONA SOCIETA LLC	ACTIVE
14804	$ 0.54	1/23/2019	MICHAEL ANTHONY GUYNN	ACTIVE
14809	$ 0.51	1/23/2019	BERNARD TROULLIET	ACTIVE
14826	$ 2,095.05	1/31/2019	MULTI FINANCIAL SERVICE	ACTIVE
14860	$ 524.15	2/20/2019	BEST CHEVROLET	ACTIVE
14863	$ 0.62	2/20/2019	EDWIN M STANTON	ACTIVE
14864	$ 0.33	2/20/2019	MICHAEL J COWAN	ACTIVE
14866	$ 0.53	2/20/2019	FLOYD D NETHERLAND	ACTIVE
14867	$ 29.39	2/20/2019	ANDRW MARION, PLLC ATTNY	ACTIVE
14876	$ 10.00	2/20/2019	JOHN H PIERCE	ACTIVE
14878	$ 2.00	2/20/2019	MICHELL E PIERCE	ACTIVE
14880	$ 2.00	2/20/2019	CLAUDE A YARBOROUGH	ACTIVE
14881	$ 2.00	2/20/2019	ANGELA ASKEW	ACTIVE
14882	$ 0.30	2/20/2019	JOYCE N CARLTON	ACTIVE
14885	$ 0.50	2/20/2019	RICHARD WHITTAKER	ACTIVE
14889	$ 2.00	2/20/2019	WADE HUFFT OR KAREN HUFFT	ACTIVE
14890	$ 10.00	2/20/2019	C DAVID MATTHEW FRICKE	ACTIVE
14893	$ 0.38	2/25/2019	JOHN L PILLIOT	ACTIVE
14895	$ 1.00	2/25/2019	MICHELLE R LANE	ACTIVE
14899	$ 119.29	2/25/2019	STRUCTURES OF DH INC	ACTIVE
14903	$ 17.65	2/25/2019	TOYOTA OF NEW ORLEANS	ACTIVE
14907	$ 0.62	2/25/2019	CINDY NORRIS	ACTIVE
14908	$ 13.34	2/25/2019	JENNIFER FLEMING	ACTIVE
14914	$ 0.81	2/25/2019	CHASSIDY PARKER	ACTIVE
14917	$ 0.50	2/25/2019	KATE LOUISE TULLOS	ACTIVE
14918	$ 4.27	2/25/2019	YHWH GODS ARMY	ACTIVE
14919	$ 0.28	2/25/2019	MARY ACKER	ACTIVE
14947	$ 1.45	3/13/2019	MARY AIR COND & HEATING	ACTIVE
14948	$ 0.32	3/13/2019	PATRICIA C JOHNSON	ACTIVE
14952	$ 3.50	3/13/2019	BRADLEY COOMBS	ACTIVE
14955	$ 0.41	3/13/2019	ARLENE P WHAVERS	ACTIVE
14963	$ 0.20	3/13/2019	EDITH F THERIOT	ACTIVE
14966	$ 0.20	3/13/2019	EDITH JANE STOCKSTILL	ACTIVE
14972	$ 1.33	3/13/2019	MRS. J FRED LEE	ACTIVE
14976	$ 9.42	3/25/2019	RACHEAL TADLOCK	ACTIVE
14981	$ 19.08	3/25/2019	SCHWARTZ, ORGLER & JORDAN	ACTIVE
14982	$ 19.09	3/25/2019	SCHWARTZ, ORGLER & JORDAN	ACTIVE
14993	$ 1.32	3/25/2019	HELEN J VINCENT	ACTIVE
14997	$ 5.00	3/29/2019	PHILIPS PEST CONTROL CO	ACTIVE
15002	$ 0.56	3/29/2019	TEAM, TITLE	ACTIVE
15009	$ 1.34	3/29/2019	VERLAN J LAFLEUR	ACTIVE
15016	$ 530.29	3/31/2019	WELLS FARGO	ACTIVE
15020	$ 0.13	4/5/2019	PHILIP LEVATINO JR	ACTIVE
15038	$ 1.34	4/15/2019	LOUIS P KERTZ JR	ACTIVE
15040	$ 1.00	4/15/2019	DANIELLE LAUGA	ACTIVE
15041	$ 0.51	4/15/2019	CYNTHIA DIAZ	ACTIVE
15043	$ 1.45	4/15/2019	KATHERN J NASH	ACTIVE
15049	$ 4.21	4/24/2019	JOHN W BLACK/SHARON W	ACTIVE
15051	$ 0.27	4/24/2019	ASHLEY LYNN ORY	ACTIVE
15065	$ 0.69	5/9/2019	JENNIFER D STEVENS	ACTIVE
15072	$ 0.89	5/9/2019	ZACHARY FANBERG	ACTIVE
15083	$ 54.27	5/9/2019	SCHWARTZ, ORGLER & JORDAN	ACTIVE
15086	$ 6.42	5/9/2019	MIGUEL ALVARADO	ACTIVE
15109	$ 0.36	5/30/2019	SHEILA DANIELS	ACTIVE
15114	$ 0.35	5/30/2019	JAKE VICARI	ACTIVE
15127	$ 10.00	5/31/2019	SUGARLAND LOGISTICS LLC	ACTIVE

Attachment: Tax Assessor - NSF CHECKS (7709 : New Depository for Tax Collectors Office.)

Outstanding Checks for the Tax Collector's Office

SETTLE TO GENERAL FUND

15129	$ 0.40	5/31/2019	GREAT PRICE AUTOS LLC	ACTIVE
15674	$ 9.93	3/12/2020	TERRI GUIDRY	ACTIVE
15675	$ 0.57	3/12/2020	LARRY ATWOOD	ACTIVE
15682	$ 0.55	3/12/2020	NANCY A CUTY	ACTIVE
15702	$ 1.02	3/30/2020	JAMES OR LISA THOMPSON	ACTIVE
15704	$ 32.14	3/30/2020	MD AUTOMOTIVE LLC	ACTIVE
15705	$ 3.56	3/30/2020	JUDE THADDEUS LAGARDE	ACTIVE
15706	$ 0.70	3/30/2020	CYNTHIA OR JOHN AHRENS	ACTIVE
15710	$ 14.01	3/30/2020	BRANDY LEBLANC	ACTIVE
15718	$ 0.82	3/30/2020	ROBERT OR LUANN SEALE	ACTIVE
15719	$ 257.84	3/28/2020	LOUISIANA COASTAL MGT L	ACTIVE
15749	$ 2.65	4/13/2020	NAPOLEON NOCHEZ	ACTIVE
15754	$ 3.50	4/13/2020	LESLIE J BAILEY	ACTIVE
15757	$ 0.62	4/13/2020	PONTCHARTRAIN INV	ACTIVE
15762	$ 2.00	4/13/2020	MARY C FLYNN	ACTIVE
15763	$ 1.00	4/13/2020	MICHAEL G FARDY	ACTIVE
15773	$ 0.86	4/28/2020	THELMA FORD	ACTIVE
15775	$ 0.92	4/28/2020	JAIME A CHIRINOS	ACTIVE
15776	$ 2.00	4/28/2020	KEITH R MORAN	ACTIVE
15788	$ 114.80	5/6/2020	PHILIP D NIZIALEK	ACTIVE
15789	$ 1.09	5/6/2020	GRETCHEN OR KELLY ROSS	ACTIVE
15811	$ 1.09	5/13/2020	MONICA S ALLISON	ACTIVE
15813	$ 0.51	5/13/2020	CATHERINE CURET-HILL	ACTIVE
15814	$ 2.23	5/13/2020	DONALD P BELL MD OR DEB	ACTIVE
15816	$ 2.21	5/13/2020	LESLIE L POORE	ACTIVE
15823	$ 2.20	5/13/2020	BYRON BREWER	ACTIVE
15829	$ 2.53	5/19/2020	LENORE R MADDEN	ACTIVE
15830	$ 1.24	5/19/2020	CYNTHIA MALAR	ACTIVE
15842	$ 0.51	5/28/2020	JAMES R ROUGEAU	ACTIVE
15843	$ 10.00	5/28/2020	DAVID LESTER PITTS	ACTIVE
15849	$ 0.82	6/3/2020	JOHN ALISON	ACTIVE
15876	$ 3.52	6/19/2020	BENJAMIN GODBOLD	ACTIVE
15883	$ 0.64	6/29/2020	SHAWN HAWTHORNE	ACTIVE
15896	$ 16.11	7/7/2020	TOYOTA OF NEW ORLEANS	ACTIVE
15926	$ 20.88	7/15/2020	ENTERPRISE FLEET	ACTIVE
15932	$ 23.70	7/23/2020	CORY CUEVAS	ACTIVE
15933	$ 4.11	7/23/2020	TABATHA RAWLINS	ACTIVE
15934	$ 1.19	7/23/2020	WILLIAM KOSCISH	ACTIVE
15955	$ 3.50	7/28/2020	GINNY CABELL	ACTIVE
15956	$ 10.00	7/28/2020	WALTER KULAK	ACTIVE
15959	$ 0.57	7/28/2020	PAUL F WALTHER	ACTIVE
15966	$ 6.99	7/26/2020	DONALD DWYER	ACTIVE
15971	$ 11.28	7/26/2020	MICHAEL FAVRE	ACTIVE
15972	$ 9.58	7/26/2020	FEDERAL NATIONAL MORTGAGE	ACTIVE

SUBTOTAL **$ 4,100.98** TO BE SETTLED TO COUNTY GENERAL FUND-03/20/2021 SETTLEMENT

Attachment: Tax Assessor - NSF CHECKS (7709 : New Depository for Tax Collectors Office.)

Outstanding Checks for the Tax Collector's Office
SETTLE TO GENERAL FUND

CHECK #	AMOUNT	CHECK DATE	PAYEE:	STATUS
15131	$ 0.20	5/31/2019	TRENT D ANDREWS	ACTIVE
15155	$ 3.62	6/13/2019	SCHWARTZ, ORGLER & JORDAN	ACTIVE
15156	$ 3.62	6/13/2019	SCHWARTZ, ORGLER & JORDAN	ACTIVE
15159	$ 1.75	6/13/2019	GUILLERMO JOSE GIBSON	ACTIVE
15164	$ 3.07	6/13/2019	NOLLIE SMITH	ACTIVE
15166	$ 0.96	6/13/2019	STEPHANI METHVIEN	ACTIVE
15173	$ 0.21	6/19/2019	BILLIE KAY BEETS	ACTIVE
15176	$ 23.86	6/19/2019	ENTERPRISE FM TRUST	ACTIVE
15177	$ 30.25	6/19/2019	ENTERPRISE FM TRUST	ACTIVE
15209	$ 0.60	7/11/2019	RHONDA M CUMMINGS	ACTIVE
15221	$ 0.30	7/16/2019	LIONEL V CLARK JR	ACTIVE
15225	$ 50.00	7/24/2019	KELVIN J SHULZ	ACTIVE
15241	$ 0.46	8/8/2019	ALEXANDER GILL	ACTIVE
15246	$ 0.20	8/8/2019	LANDMARK TITLE & ESCROW	ACTIVE
15274	$ 0.50	8/20/2019	SHANNON LEECH	ACTIVE
15276	$ 0.43	8/20/2019	DALE OR TERRY WALTMAN	ACTIVE
15279	$ 0.20	8/27/2019	LAUREN WEIDMAN FAIREY	ACTIVE
15286	$ 9.00	9/4/2019	GREGORY BENSEL	ACTIVE
15295	$ 41.35	9/9/2019	EXPRESS OMV LLC	ACTIVE
15298	$ 1.25	9/9/2019	FJ D MEDICAL CONSULTANT	ACTIVE
15301	$ 114.79	9/9/2019	JEREMY CHARLES HARIEL	ACTIVE
15302	$ 6.64	9/9/2019	VICTOR MANUEL	ACTIVE
15305	$ 1.20	9/9/2019	ANTHONY BROADUS	ACTIVE
15382	$ 75.63	10/23/2019	TOYOTA OF NEW ORLEANS	ACTIVE
15389	$ 1.00	10/30/2019	SHELBY W LADNER	ACTIVE
15397	$ 0.14	11/7/2019	W J CAMERON	ACTIVE
15460	$ 0.29	12/17/2019	EDWARD SAVOY SR	ACTIVE
15471	$ 0.54	12/31/2019	MARIA TARANTO	ACTIVE
15478	$ 0.20	1/7/2020	RONALD JONES OR HELEN	ACTIVE
15514	$ 0.34	1/15/2020	JOSEPH T SMITH	ACTIVE
15525	$ 0.98	1/22/2020	ANNAMAE CUNNINGHAM	ACTIVE
15533	$ 0.20	1/28/2020	PILGER TITLE CO	ACTIVE
15541	$ 9.39	1/31/2020	PREMIER NISSAN METAIRIE	ACTIVE
15544	$ 0.20	1/31/2020	SUCCESSION OF ROBERT HO	ACTIVE
15546	$ 2.00	1/31/2020	JODY TRAPANI	ACTIVE
15549	$ 1.31	1/31/2020	IMOGENE W MCNEELY	ACTIVE
15551	$ 1,573.77	1/31/2020	HANCOCK WHITNEY	ACTIVE
15553	$ 0.17	1/31/2020	KEVIN & PAM SHEEHAN	ACTIVE
15582	$ 0.31	2/18/2020	NEVA GRIFFIN OR JOHN KI	ACTIVE
15584	$ 0.68	2/18/2020	JIM OR SHIRLEY ROSEBERRY	ACTIVE
15589	$ 0.54	2/18/2020	KATHLEEN V LION	ACTIVE
15595	$ 1.00	2/18/2020	BARBARAM HERMANN	ACTIVE
15599	$ 0.10	2/18/2020	GULF COAST COMMUNITY FC	ACTIVE
15600	$ 51.70	2/18/2020	TOYOTA OF NEW ORLEANS	ACTIVE
15604	$ 1.33	2/18/2020	JAMES OR JANICE GERARD	ACTIVE
15606	$ 1.00	2/18/2020	RAYMOND OR LORETTA HEIT	ACTIVE
15611	$ 0.50	2/18/2020	BARBARA J LAFONTAINE	ACTIVE
15613	$ 2.27	2/18/2020	AMELIA R BAKER	ACTIVE
15616	$ 1.28	2/20/2020	JESSIE OR CAROL POLKEY	ACTIVE
15617	$ 0.74	2/20/2020	JOHN L CARNEY	ACTIVE
15618	$ 1.08	2/20/2020	CAROLYN ANDERSON	ACTIVE
15620	$ 0.20	2/20/2020	FELIX M PAVOLINI	ACTIVE
15621	$ 0.20	2/20/2020	DALE/CHARLES WHITCHURCH	ACTIVE
15633	$ 14.48	2/28/2020	BETH WILSON	ACTIVE
15645	$ 4.09	2/28/2020	GEORGE R OR LAURA L LOT	ACTIVE
15651	$ 2.04	2/28/2020	LUIS OR JUANA FINO	ACTIVE
15664	$ 0.22	3/12/2020	ASHLEY B EASTIN	ACTIVE
15667	$ 1.20	3/12/2020	MALCOLM OR KAREN MELANCON	ACTIVE
15668	$ 10.00	3/12/2020	DONALD DAVENPORT	ACTIVE

Attachment: Tax Assessor - NSF CHECKS (7709 : New Depository for Tax Collectors Office.)

Outstanding Checks for the Tax Collector's Office

SETTLE TO GENERAL FUND

15671	$ 10.20	3/12/2020	JULEIGH CHURCH	ACTIVE
15975	$ 7.84	7/26/2020	CAROLINE BARRETT	ACTIVE
15978	$ 8.54	7/26/2020	BRAD LADNER	ACTIVE
15990	$ 5.56	7/26/2020	DANIEL BLACKWOOD	ACTIVE
16001	$ 15.17	7/26/2020	RANDY STERNBERGER	ACTIVE
16004	$ 6.59	7/26/2020	KAREN VARNADO	ACTIVE
16005	$ 22.95	7/26/2020	LEWIS WARRAN II	ACTIVE
16009	$ 3.32	7/26/2020	MICHAEL CATLEDGE JR	ACTIVE
16010	$ 9.11	7/26/2020	TAMMY CHASEZ	ACTIVE
16012	$ 5.19	7/26/2020	JC ENTERPRISES	ACTIVE
16014	$ 6.04	7/26/2020	JC ENTERPRISES	ACTIVE
16015	$ 5.96	7/26/2020	JC ENTERPRISES	ACTIVE
16016	$ 5.57	7/26/2020	JC ENTERPRISES	ACTIVE
16031	$ 0.66	8/5/2020	YVONNE P ABADIE	ACTIVE
16034	$ 1.76	8/5/2020	RITA W ALFORD	ACTIVE
16036	$ 1.31	8/5/2020	HOME-LAND TITLE	ACTIVE
16037	$ 0.91	8/5/2020	LANDMARK TITLE & ESCROW	ACTIVE
16042	$ 1.85	8/5/2020	STANDARD MORTGAGE CORP	ACTIVE
16046	$ 1.19	8/5/2020	TEAM TITLE LLC/MS	ACTIVE
16071	$ 5.79	8/19/2020	JOSEPH OR AMBER PASCALE	ACTIVE
16072	$ 3.94	8/19/2020	DONNA E FLOWERS	ACTIVE
16087	$ 2.59	8/19/2020	JADOT CONSTRUCTION LLC	ACTIVE
16089	$ 1.65	8/19/2020	SCHWARTZ, ORGLER & JORDAN	ACTIVE
16101	$ 10.00	8/24/2020	JASON E MITCHELL	ACTIVE
16111	$ 1.00	9/3/2020	CHRYSTAN HEPSTALL	ACTIVE
16114	$ 62.77	9/3/2020	SCHWARTZ, ORGLER & JORDAN	ACTIVE
16154	$ 0.50	9/22/2020	VALERIE W CUSICK	ACTIVE
16161	$ 1.00	9/22/2020	RONALD OR SUZANNE LAYEL	ACTIVE
16210	$ 3,489.12	9/28/2020	PERRY LANKFORD ROACH	ACTIVE
16245	$ 10.00	10/14/2020	HAROLD J RICHARD	ACTIVE
16268	$ 219.90	11/10/2020	LEGACY GMC	ACTIVE
16269	$ 58.94	11/10/2020	BAYOU FORD	ACTIVE
16334	$ 4.93	12/16/2020	PETALS & STEMS LLC	ACTIVE
16344	$ 21.80	12/23/2020	SUPREME TOYOTA AND SCIO	ACTIVE
16347	$ 63.10	12/23/2020	AMROCK , LLC - CHASE SIX	ACTIVE
16356	$ 1.00	12/28/2020	GERALD C TOUPS	ACTIVE
16363	$ 0.58	12/28/2020	GEORGE DARR SR	ACTIVE

GRAND TOTAL **$ 10,234.89** TO BE SETTLED TO COUNTY GENERAL FUND-03/20/2021 SETTLEMENT

Attachment: Tax Assessor - NSF CHECKS (7709 : New Depository for Tax Collectors Office.)

EXHIBIT 1
TASK ORDER REQUEST
220-076.001-1
(AMENDED 2-17-21)

Date: February 8, 2021

Description of Requested Work:

Pearlington Walking Trail – Prepare bid documents for Walking Trail Construction Site Adjacent to Pearlington Library. Provide Construction Phase Services including bid services, construction administration and provide RPR (approximately 10 hrs/week for 10 weeks.

Amendment No. 1 is to reduce the Environmental amount of $2,000.00 to $0 dollars. Environmental Service was not needed for this project. This will reduce the amount of Task Order to $33,100.00.

To be provided by Engineer

Environmental (if required)	$
Survey	$ 3,600.00
Geotech Testing (T&M if required)	$ 4,000.00
Design	$ 12,000.00
Construction Phase Services	$ 13,500.00
Estimated Cost of Work	$ 33,100.00

Engineer's Signature _____

Date Accepted: _____ _____
Signature

Attachment: Pearlington Walking Trail 220-076.001-01 Amended (7699 : Pearlington Walking Trail.)

EXHIBIT 2
COMPTON ENGINEERING, INC.
2019 CHARGE RATES

Labor Classification	Hourly Rate
Engineer Principal	$ 180.00
Architect	$ 150.00
Senior Project Engineer	$ 150.00
Project Engineer	$ 130.00
Engineer Intern	$ 100.00
Environmental Specialist	$ 100.00
Senior Project Manager	$ 135.00
Project Manager	$ 115.00
Senior Design Technician	$ 90.00
Design Technician	$ 80.00
GIS Coordinator	$ 80.00
Resident Project Representative	$ 85.00
Business Manager	$ 100.00
Specification Writer	$ 80.00
Administrative Assistant	$ 60.00
Professional Land Surveyor	$ 125.00
Senior Survey Technician	$ 150.00
Survey Technician	$ 65.00
Survey Crewman	$ 50.00
Subcontractors and Project Specific Expenses (With prior approval from Owner)	Cost + 10%

Attachment: Pearlington Walking Trail 220-076.001-01 Amended (7699 : Pearlington Walking Trail.)

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220-076.001-1
(AMENDED 2-17-21)

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Estimated Cost of Work	$ 33,100.00

Engineer's Signature

Date Accepted: 2-17-2021

Signature

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: Pearlington Walking Trail 220-076.001-01 Amended (Executed) (7699 : Pearlington Walking Trail.)

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Project Manager	$ 115.00
Senior Design Technician	$ 90.00
Design Technician	$ 80.00
GIS Coordinator	$ 80.00
Resident Project Representative	$ 85.00
Business Manager	$ 100.00
Specification Writer	$ 80.00
Administrative Assistant	$ 60.00
Professional Land Surveyor	$ 125.00
Senior Survey Technician	$ 150.00
Survey Technician	$ 65.00
Survey Crewman	$ 50.00
Subcontractors and Project Specific Expenses (With prior approval from Owner)	Cost + 10%

Attachment: Pearlington Walking Trail 220-076.001-01 Amended (Executed) (7699 : Pearlington Walking Trail.)

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

February 3, 2021

Hancock County Board of Supervisors
854 Hwy 90
Bay St. Louis, MS 39520

Re: Pearlington Walking Trail
Closeout Documents
(C.E. Job #: 220-076.001)

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. 5 & 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

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.
Brandy Stiskin for
Geoffrey Clemens
Geoffrey F. Clemens, P.E.
Project Engineer

Enclosures

S:\Bay St Louis\0-PROJECTS\2020\220-076 - HCBOS - Task Order\220-076.001 - HCBOS - Pearlington Walking Trail\Docs\Closeout Docs\Closeout Letter.doc

Attachment: Closeout to Owner (7700 : Pearlington Walking Trail.)

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)
Pearlington Walking Trail

PROJECT NUMBER: 220-076.001

CONTRACT FOR: $130,187.50

CONTRACT DATE: July 20, 2020

TO OWNER:
(Name and Address)
Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, MS 39520

TO CONTRACTOR:
(Name and Address)
Coastal Development & Construction, LLC
2010 Old Mobile Avenue
Pascagoula, MS 39567

DATE OF ISSUANCE: 1/13/2021

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 12/11/20

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.

2/1/2021
ARCHITECT/ENGINEER Date

Jackie Gunn 01-29-2021
CONTRACTOR Date

The OWNER accepts the WORK or designated portion thereof as substantially complete and will assume full possession thereof at 12:00pm on December 11, 2020.

OWNER Date

S:\Bay St Louis\0-PROJECTS\2020\220-076 - HCBOS - Task Order\220-076.001 - HCBOS - Pearlington Walking Trail\Docs\Closeout Docs\Certification of Substantial Completion.doc

Attachment: Closeout to Owner (7700 : Pearlington Walking Trail.)

FINAL PAYMENT APPLICATION AND CERTIFICATE SIGNATURE PAGE

Dated: January 13, 2021

Project: Pearlington Walking Trail	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Pearlington Walking Trail		Engineer's Project No.: 220-076.001

Contractor:
Coastal Development & Construction, LLC.

Contractor's Address:
2010 Old Mobile Avenue

Pascagoula, MS 39567

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: _____
Authorized Signature

Title: PRESIDENT

Date: 1/26/2021

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.

Coastal Development & Construction, LLC., Contractor

By: Jackie Gunnin
Authorized Signature

Title: managing member

Date: 01-29-2021

Attachment: Closeout to Owner (7700 : Pearlington Walking Trail.)

PAYMENT APPLICATION AND CERTIFICATE

INVOICE NO:
APPLICATION NO: 5 Final
PERIOD: FROM 11/23/2020 TO 12/16.2020
PROJECT: Pearlington walking trail
CONTRACTOR: Coastal Development and Construction

TAX ID #:
DATE: Jan 18 2021
SHEET: 1 - 3

1.	ORIGINAL CONTRACT SUM	$ 130,187.50
2.	CONTRACT MODIFICATIONS APPROVED IN PREVIOUS PAY APPLICATIONS:	
	ADDITIONS: $ - DEDUCTIONS: $ -	
3.	CONTRACT MODIFICATIONS APPROVED THIS PERIOD:	
	(List Contract Modification Nos.)	
	ADDITIONS: $ - DEDUCTIONS: $ -	
4.	NET CHANGE BY CONTRACT MODIFICATIONS (Sum of Lines 2 & 3)	$ -
5.	REVISED CONTRACT AMOUNT: (Sum of Lines 1 & 4)	$ 130,187.50
6.	TOTAL VALUE OF WORK TO DATE (Attached Payment Breakdown)	$ 130,187.50
7.	PERCENT PROJECT COMPLETE: (Line 6 ÷ Line 5 x 100)	100%
8.	PERCENT COMPLETION BY TIME: (Elapsed Days ÷ Contract Days x 100)	100%
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)	$ 130,187.50
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)	$ 130,187.50
16.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Item 15 from Previous Application)	$123,559.37
17.	CURRENT PAYMENT DUE: (Line 15 - Line 16)	$ 6,628.13

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.

Coastal Development and Construction — Contractor
Larkin "Sonny" Nelson — By
Jan 18 2021 — Date

I HEREBY ACKNOWLEDGE THAT THE MATERIAL AND LABOR INVOLVED ON THE ABOVE ESTIMATE ARE CORRECT AND PAYMENT IS DUE THE CONTRACTOR.

Engineer — Compton Eng.
By
2/1/2021 — Date

Attachment: Closeout to Owner (7700 : Pearlington Walking Trail.)

Item #	Description	Units	Qty.	Bid Amount		Previous Application		Current Application		Total-To-Date		% Complete	% Complete
				Unit Price	Ext. Total	Qty.	Amount	Qty.	Amount	Qty.	Amount	Current Appl	Total-To-Dat
BASE BID													
1	Mobilization / Demobilzation	Ls	1.00	$ 12,000.00	$ 12,000.00	1.00	$ 12,000.00		$ -	1.00	$ 12,000.00		100.00%
2	Erosion Control / Management	Ls	1.00	$ 6,000.00	$ 6,000.00	1.00	$ 6,000.00		$ -	1.00	$ 6,000.00		100.00%
3	Stripping	Sy	900.00	$ 4.40	$ 3,960.00	900.00	$ 3,960.00		$ -	900.00	$ 3,960.00		100.00%
4	Fill	Cy	500.00	$ 15.00	$ 7,500.00	500.00	$ 7,500.00		$ -	500.00	$ 7,500.00		100.00%
5	Topsoil	Cy	100.00	$ 30.00	$ 3,000.00	100.00	$ 3,000.00		$ -	100.00	$ 3,000.00		100.00%
6	Concrete	Sy	900.00	$ 38.50	$ 34,650.00	900.00	$ 34,650.00		$ -	900.00	$ 34,650.00		100.00%
7	Channel Drain with Grating	Lf	115.00	$ 38.50	$ 4,427.50	115.00	$ 4,427.50		$ -	115.00	$ 4,427.50		100.00%
8	Sod (Celebration Bermuda)	Sy	1000.00	$ 6.00	$ 6,000.00	1000.00	$ 6,000.00		$ -	1000.00	$ 6,000.00		100.00%
9	Hrdroseed	Sy	1000.00	$ 0.25	$ 250.00	500.00	$ 125.00	500.00	$ 125.00	1000.00	$ 250.00	50.00%	100.00%
10	Exercise Equipment	Ea	4.00	$ 6,000.00	$ 24,000.00	4.00	$ 24,000.00		$ -	4.00	$ 24,000.00		100.00%
11	Signs (Construction and Permanaent	Ls	1.00	$ 3,800.00	$ 3,800.00	100.00	$ 3,800.00			100.00	$ 3,800.00		100.00%
12	Landcsaping	Ls	1.00	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00		$ -	1.00	$ 1,500.00		100.00%
13	Park Bench	Ea	3.00	$ 3,700.00	$ 11,100.00	3.00	$ 11,100.00		$ -	3.00	$ 11,100.00		100.00%
14	Bonded Rubber Mulch (#57 Stone Included)	Sy	60.00	$ 200.00	$ 12,000.00	60.00	$ 12,000.00		$ -	60.00	$ 12,000.00		100.00%
					$ -		$ -		$ -		$ -		#DIV/0!
					$ -		$ -		$ -		$ -		#DIV/0!
					$ -		$ -		$ -		$ -		#DIV/0!
					$ -		$ -		$ -		$ -		#DIV/0!
					$ -		$ -		$ -		$ -		#DIV/0!
	TOTAL BASE BID:			$	130,187.50	$	130,062.50	$	125.00	$	130,187.50		

VALUE OF COMPLETED WORK	$	130,187.50
MATERIAL INVENTORY	$	-
SUBTOTAL	$	130,187.50
LESS 5% RETAINAGE	$	6,509.38
APPROVED RETAINAGE REDUCTION	$	6,509.38
TOTAL AMOUNT RETAINED TO DATE	$	-
NET DUE	$	130,187.50
LESS PREVIOUS PAYMENTS		$123,559.37
TOTAL THIS ESTIMATE	$	6,628.13

CONTRACT COMPLETION CERTIFICATE

Dated: January 13, 2021

Project: Pearlington Walking Trail	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Pearlington Walking Trail		Engineer's Project No.: 220-076.001

Contractor:
Coastal Development & Construction, LLC

Contractor's Address: (send Certified Mail, Return Receipt Requested)
2010 Old Mobile Avenue

Pascagoula, MS 39567

Date Contract Executed: July 20, 2020	Type of Work: The construction of a 0.22 mile concrete walking trail with four (4) exercise equipment stations. Equipment stations are surfaced with bonded rubber mulch.
Date of Notice to Proceed: August 31, 2020	

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: January 6, 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 January 6, 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 (7700 : Pearlington Walking Trail.)

RECOMMENDATION FOR FINAL ACCEPTANCE OF CONTRACT

Dated: January 13, 2021

Project: Pearlington Walking Trail	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Pearlington Walking Trail		Engineer's Project No.: 220-076.001

Contractor: Coastal Development & Construction, LLC.

Contractor's Address: 2010 Old Mobile Avenue

Pascagoula, MS 39567

The following persons were present during the inspection:

Engineer: Jim Heinzel
Owner: Kevin Ladner
Contractor: Sonny Nelson
Economic Development Representative: N/A
Other: N/A

RECITAL: The work performed under this contract was inspected on 1/06/21 for the purpose of determining acceptability of construction. The Date of Acceptance is hereby established as 1/06/21.

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: _____
Authorized Signature

Title: President

Date: 1/20/2020

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:

Coastal Development & Construction, LLC., Contractor

By: _____
Authorized Signature

Title: Managing Member

Date: 01-29-2021

The Owner accepts the work as complete and will assume full possession thereof on 1/06/21.

Hancock County Board of Supervisors, Owner

By: _____
Authorized Signature

Title: _____

Date: _____

Attachment: Closeout to Owner (7700 : Pearlington Walking Trail.)

FINAL COMPLETION INSPECTION REPORT

Dated: January 13, 2021

Project: Pearlington Walking Trail	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Pearlington Walking Trail		Date of Contract: July 20, 2020
Contractor: Coastal Development & Construction, LLC.		Engineer's Project No.: 220-076.001

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.

Executed by Engineer — Date: 1/26/2020

Attachment: Closeout to Owner (7700 : Pearlington Walking Trail.)

FINAL WAIVER OF LIEN

Dated: January 13, 2021

Project: Pearlington Walking Trail	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Pearlington Walking Trail		Engineer's Project No.: 220-076.001

Contractor:
Coastal Development & Construction, LLC

Contractor's Address:
2010 Old Mobile Avenue

Pascagoula, MS 39567

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 Coastal Development & Construction, LLC., 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.

Coastal Development & Construction, LLC., Contractor

By: Jackie Ginn
Authorized Signature

Title: managing member

Date: 01-29-2021

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.

Coastal Development & Construction, LLC., Contractor

By: Jackie Ginn
Authorized Signature

Title: managing member

Date: 01-29-2021

CONTRACTOR'S CERTIFICATION OF PAYMENT

We, Coastal Development & Construction, LLC., (Contractor) do hereby certify that payments for all material and labor on Heritage Trail-Possum Walk Trail Repair 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.

Coastal Development & Construction, LLC., Contractor

By: Jackie Ginn
Authorized Signature

Title: managing member

Date: 01-29-2021

Attachment: Closeout to Owner (7700 : Pearlington Walking Trail.)

Bond No. 1001148337

CONSENT OF SURETY TO FINAL PAYMENT

Dated: January 13, 2021

Project: Pearlington Walking Trail	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Pearlington Walking Trail		Engineer's Project No.: 220-076.001

Contractor:
Coastal Development & Construction, LLC

Contractor's Address: (send Certified Mail, Return Receipt Requested)
2010 Old Mobile Avenue

Pascagoula, MS 39567

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (insert name and address of Surety Company)

U.S. Specialty Insurance Company
13406 Northwest Freeway
Houston, TX 77040-6094

, SURETY COMPANY,

on bond of (insert name and address of Contractor)

Coastal Development & Construction, LLC
2010 Old Mobile Highway
Pascagoula, MS 39567

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 27th day of January, 2021.

U.S. Specialty Insurance Company
Name of Surety

By: Kathleen B. Scarborough
Authorized Signature

Title: Kathleen B. Scarborough, Attorney-In-Fact

Attest: Darleen Landry
(Seal)

NOTE: This form is to be used as a companion document to Final Waiver of Lien.

Attachment: Closeout to Owner (7700 : Pearlington Walking Trail.)

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey B. Mason, Kathleen B. Scarborough, Susan Skrmetta, John W. Nance, Joseph Russell Beattie, Lisa R. Butler, Patrick Thomas Mason

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Unlimited****** Dollars (***unlimited***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2111475
My Comm. Expires Apr 23, 2021

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 27th day of January, 2021.

Corporate Seals

Bond No. 1001148337

Agency No. 17033

_____
Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

Attachment: Closeout to Owner (7700 : Pearlington Walking Trail.)

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

February 3, 2021

Hancock County Board of Supervisors
854 Hwy 90
Bay St. Louis, MS 39520

Re: Pearlington Walking Trail
Closeout Documents
(C.E. Job #: 220-076.001)

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. 5 & 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

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.
Brandy Stratin for
Geoffrey Clemens
Geoffrey P. Clemens, P.E.
Project Engineer

Enclosures

S:\Bay St Louis\0-PROJECTS\2020\220-076 - HCBOS - Task Order\220-076.001 - HCBOS - Pearlington Walking Trail\Docs\Closeout Docs\Closeout Letter.doc

Attachment: 20210217 - Pearlington Walking Trail Close-Out to Owner - signed (7700 : Pearlington Walking Trail.)

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)
Pearlington Walking Trail

PROJECT NUMBER: 220-076.001

CONTRACT FOR: $130,187.50

CONTRACT DATE: July 20, 2020

TO OWNER:
(Name and Address)
Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, MS 39520

TO CONTRACTOR:
(Name and Address)
Coastal Development & Construction, LLC
2010 Old Mobile Avenue
Pascagoula, MS 39567

DATE OF ISSUANCE: 1/13/2021

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 12/11/20

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.

2/1/2021
ARCHITECT/ENGINEER Date

Jackie Gunns 01-29-2021
CONTRACTOR Date

The OWNER accepts the WORK or designated portion thereof as substantially complete and will assume full possession thereof at 12:00pm on December 11, 2020.

Scott Ala 2-17-2021
OWNER Date

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

S:\Bay St Louis\0-PROJECTS\2020\220-076 - HCBOS - Task Order\220-076.001 - HCBOS - Pearlington Walking Trail\Docs\Closeout Docs\Certification of Substantial Completion.doc

Attachment: 20210217 - Pearlington Walking Trail Close-Out to Owner - signed (7700 : Pearlington Walking Trail.)

FINAL PAYMENT APPLICATION AND CERTIFICATE SIGNATURE PAGE

Dated: January 13, 2021

Project: Pearlington Walking Trail	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Pearlington Walking Trail		Engineer's Project No.: 220-076.001

Contractor:
Coastal Development & Construction, LLC.

Contractor's Address:
2010 Old Mobile Avenue

Pascagoula, MS 39567

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: _____
Authorized Signature

Title: President

Date: 1/26/2021

HANCOCK COUNTY BOARD OF SUPERVISORS, Owner

By: _____
Authorized Signature

Title: Board President

Date: 2.17.2021

BOARD OF SUPERVISORS HANCOCK COUNTY, MS.

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.

Coastal Development & Construction, LLC., Contractor

By: _____
Authorized Signature

Title: managing member

Date: 01-29-2021

Attachment: 20210217 - Pearlington Walking Trail Close-Out to Owner - signed (7700 : Pearlington Walking Trail.)

PAYMENT APPLICATION AND CERTIFICATE

INVOICE NO:
APPLICATION NO: 5 Final
PERIOD: FROM 11/23/2020 TO 12/16.2020
PROJECT: Pearlington walking trail
CONTRACTOR: Coastal Development and Construction

TAX ID #:
DATE: Jan 18 2021
SHEET: 1 - 3

1.	ORIGINAL CONTRACT SUM	$ 130,187.50
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	ADDITIONS: $ - DEDUCTIONS: $ -	
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	(List Contract Modification Nos. _____)	
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7.	PERCENT PROJECT COMPLETE: (Line 6 ÷ Line 5 x 100)	100%
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16.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Item 15 from Previous Application)	$123,559.37
17.	CURRENT PAYMENT DUE: (Line 15 - Line 16)	$ 6,628.13

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.

Coastal Development and Construction
Contractor

Larkin "Sonny" Nelson
By

Jan 18 2021
Date

I HEREBY ACKNOWLEDGE THAT THE MATERIAL AND LABOR INVOLVED ON THE ABOVE ESTIMATE ARE CORRECT AND PAYMENT IS DUE THE CONTRACTOR.

Engineer Compton Eng.

By

2/1/2021
Date

Attachment: 20210217 - Pearlington Walking Trail Close-Out to Owner - signed (7700 : Pearlington Walking Trail.)

Item #	Description	Units	Qty.	Bid Amount		Previous Application		Current Application		Total-To-Date		% Complete	% Complete
				Unit Price	Ext. Total	Qty.	Amount	Qty.	Amount	Qty.	Amount	Current Appl	Total-To-Date
BASE BID													
1	Mobilization / Demobilization	Ls	1.00	$ 12,000.00	$ 12,000.00	1.00	$ 12,000.00		$ -	1.00	$ 12,000.00		100.00%
2	Erosion Control / Management	Ls	1.00	$ 6,000.00	$ 6,000.00	1.00	$ 6,000.00		$ -	1.00	$ 6,000.00		100.00%
3	Stripping	Sy	900.00	$ 4.40	$ 3,960.00	900.00	$ 3,960.00		$ -	900.00	$ 3,960.00		100.00%
4	Fill	Cy	500.00	$ 15.00	$ 7,500.00	500.00	$ 7,500.00		$ -	500.00	$ 7,500.00		100.00%
5	Topsoil	Cy	100.00	$ 30.00	$ 3,000.00	100.00	$ 3,000.00		$ -	100.00	$ 3,000.00		100.00%
6	Concrete	Sy	900.00	$ 38.50	$ 34,650.00	900.00	$ 34,650.00		$ -	900.00	$ 34,650.00		100.00%
7	Channel Drain with Grating	Lf	115.00	$ 38.50	$ 4,427.50	115.00	$ 4,427.50		$ -	115.00	$ 4,427.50		100.00%
8	Sod (Celebration Bermuda)	Sy	1000.00	$ 6.00	$ 6,000.00	1000.00	$ 6,000.00		$ -	1000.00	$ 6,000.00		100.00%
9	Hirdroseed	Sy	1000.00	$ 0.25	$ 250.00	500.00	$ 125.00	500.00	$ 125.00	1000.00	$ 250.00	50.00%	100.00%
10	Exercise Equipment	Ea	4.00	$ 6,000.00	$ 24,000.00	4.00	$ 24,000.00		$ -	4.00	$ 24,000.00		100.00%
11	Signs (Construction and Permanent	Ls	1.00	$ 3,800.00	$ 3,800.00	100.00	$ 3,800.00			100.00	$ 3,800.00		100.00%
12	Landscaping	Ls	1.00	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00		$ -	1.00	$ 1,500.00		100.00%
13	Park Bench	Ea	3.00	$ 3,700.00	$ 11,100.00	3.00	$ 11,100.00		$ -	3.00	$ 11,100.00		100.00%
14	Bonded Rubber Mulch (#57 Stone Included)	Sy	60.00	$ 200.00	$ 12,000.00	60.00	$ 12,000.00		$ -	60.00	$ 12,000.00		100.00%
				$ -	-		$ -		$ -		$ -		#DIV/0!
				$ -	-		$ -		$ -		$ -		#DIV/0!
				$ -	-		$ -		$ -		$ -		#DIV/0!
				$ -	-		$ -		$ -		$ -		#DIV/0!
				$ -	-		$ -		$ -		$ -		#DIV/0!
	TOTAL BASE BID:			$	130,187.50	$	130,062.50	$	125.00	$	130,187.50		

VALUE OF COMPLETED WORK	$ 130,187.50
MATERIAL INVENTORY	$ -
SUBTOTAL	$ 130,187.50
LESS 5% RETAINAGE	$ 6,509.38
APPROVED RETAINAGE REDUCTION	$ 6,509.38
TOTAL AMOUNT RETAINED TO DATE	$ -
NET DUE	$ 130,187.50
LESS PREVIOUS PAYMENTS	$123,559.37
TOTAL THIS ESTIMATE	$ 6,628.13

C:\Users\kamrt\Downloads\Pearlington Walking Trail Pay Application #5 Final.xls

CONTRACT COMPLETION CERTIFICATE

Dated: January 13, 2021

Project: Pearlington Walking Trail	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Pearlington Walking Trail		Engineer's Project No.: 220-076.001

Contractor:
Coastal Development & Construction, LLC

Contractor's Address: (send Certified Mail, Return Receipt Requested)
2010 Old Mobile Avenue

Pascagoula, MS 39567

Date Contract Executed: July 20, 2020	Type of Work: The construction of a 0.22 mile concrete walking trail with four (4) exercise equipment stations. Equipment stations are surfaced with bonded rubber mulch.
Date of Notice to Proceed: August 31, 2020	

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: January 6, 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: Scott Ader
Authorized Signature

Title: Board President

Date: 2-17-2021

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

ONE YEAR INSPECTION

Approximately thirty days prior to January 6, 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: 20210217 - Pearlington Walking Trail Close-Out to Owner - signed (7700 : Pearlington Walking Trail.)

RECOMMENDATION FOR FINAL ACCEPTANCE OF CONTRACT

Dated: January 13, 2021

Project: Pearlington Walking Trail	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Pearlington Walking Trail		Engineer's Project No.: 220-076.001

Contractor: Coastal Development & Construction, LLC.

Contractor's Address: 2010 Old Mobile Avenue

Pascagoula, MS 39567

The following persons were present during the inspection:

Engineer: Jim Heinzel
Owner: Kevin Ladner
Contractor: Sonny Nelson
Economic Development Representative: N/A
Other: N/A

RECITAL: The work performed under this contract was inspected on 1/06/21 for the purpose of determining acceptability of construction. The Date of Acceptance is hereby established as 1/06/21.

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: _____ Authorized Signature

Title: President

Date: 1/20/2020

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:

Coastal Development & Construction, LLC., Contractor

By: _____ Authorized Signature

Title: Managing Member

Date: 01-29-2021

The Owner accepts the work as complete and will assume full possession thereof on 1/06/21.

Hancock County Board of Supervisors, Owner

By: _____ Authorized Signature

Title: Board President

Date: 2-17-2021

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: 20210217 - Pearlington Walking Trail Close-Out to Owner - signed (7700 : Pearlington Walking Trail.)

FINAL COMPLETION INSPECTION REPORT

Dated: January 13, 2021

Project: Pearlington Walking Trail	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Pearlington Walking Trail		Date of Contract: July 20, 2020
Contractor: Constal Development & Construction, LLC.		Engineer's Project No.: 220-076.001

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.

Executed by Engineer — Date: 1/26/2020

Attachment: 20210217 - Pearlington Walking Trail Close-Out to Owner - signed (7700 : Pearlington Walking Trail.)

FINAL WAIVER OF LIEN

Dated: January 13, 2021

Project: Pearlington Walking Trail	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Pearlington Walking Trail		Engineer's Project No.: 220-076.001

Contractor: Coastal Development & Construction, LLC

Contractor's Address: 2010 Old Mobile Avenue

Pascagoula, MS 39567

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 Coastal Development & Construction, LLC., 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.

Coastal Development & Construction, LLC., Contractor

By: Jackie Jones
Authorized Signature

Title: managing member

Date: 01-29-2021

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.

Coastal Development & Construction, LLC., Contractor

By: Jackie Jones
Authorized Signature

Title: managing member

Date: 01-29-2021

CONTRACTOR'S CERTIFICATION OF PAYMENT

We, Coastal Development & Construction, LLC., (Contractor) do hereby certify that payments for all material and labor on Heritage Trail-Possum Walk Trail Repair 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.

Coastal Development & Construction, LLC., Contractor

By: Jackie Jones
Authorized Signature

Title: managing member

Date: 01-29-2021

Attachment: 20210217 - Pearlington Walking Trail Close-Out to Owner - signed (7700 : Pearlington Walking Trail.)

Bond No. 1001148337

CONSENT OF SURETY TO FINAL PAYMENT

Dated: January 13, 2021

Project: Pearlington Walking Trail	Owner: Hancock County Board of Supervisors	Funding Agent Contract No.: N/A
Contract: Pearlington Walking Trail		Engineer's Project No.: 220-076.001

Contractor:
Coastal Development & Construction, LLC

Contractor's Address: (send Certified Mail, Return Receipt Requested)
2010 Old Mobile Avenue

Pascagoula, MS 39567

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (insert name and address of Surety Company)

U.S. Specialty Insurance Company
13406 Northwest Freeway
Houston, TX 77040-6094

, SURETY COMPANY,

on bond of (insert name and address of Contractor)

Coastal Development & Construction, LLC
2010 Old Mobile Highway
Pascagoula, MS 39567

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 27th day of January, 2021.

U.S. Specialty Insurance Company
Name of Surety

By: Kathleen B. Scarborough
Authorized Signature

Title: Kathleen B. Scarborough, Attorney-In-Fact

Attest: Darlene Landry

(Seal)

NOTE: This form is to be used as a companion document to Final Waiver of Lien.

Attachment: 20210217 - Pearlington Walking Trail Close-Out to Owner - signed (7700 : Pearlington Walking Trail.)

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey B. Mason, Kathleen B. Scarborough, Susan Skrmetta, John W. Nance, Joseph Russell Beattie, Lisa R. Butler, Patrick Thomas Mason

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Unlimited****** Dollars (***unlimited***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2131479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 27th day of January, 2021.

Corporate Seals
Bond No. 1001148337

Agency No. 17033

_____
Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

Attachment: 20210217 - Pearlington Walking Trail Close-Out to Owner - signed (7700 : Pearlington Walking Trail.)

Dawn

From: Geoff Clemens
Sent: Thursday, February 4, 2021 3:39 PM
To: Chase_Browning@CSX.com
Cc: Dawn; Maureen Anderson; Vic Johnson
Subject: Bay St. Louis, MS, CSX Bridge abutment, debris in CSX ROW

Mr. Browning,

My name is Geoffrey Clemens and I am the County Engineer for Hancock County, MS. Hancock County was heavily impacted by hurricanes this past season resulting in continual beach cleanup efforts that have just recently been brought to an acceptable level of completion. One problematic area for cleanup that currently is holding a significant amount of debris and is adjacent to the beach area is the CSX ROW associated with the Rail Bridge crossing the Bay of St. Louis. The Western abutment area is adjacent to and crosses over the Hancock County beach system. The area of CSX ROW consists of sloped embankments with Rip Rap stabilization. The area is currently impacted with various types of storm debris that is an eyesore as well as a potential safety and health threat. Since this debris is located in CSX ROW, Hancock County requests that CSX please initiate actions to remove the debris and clean up the area within the CSX Right of Way. I will send a google earth location in a separate email for reference

If you are not the right individual or department for this request please direct me to the proper representative.

Thank you for your assistance with this matter

Geoffrey Clemens, P.E.
Hancock County Engineer
228-342-5352

Attachment: Correspondence to CSX (7701 : CSX Bridge Abutment.)

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

PASCAGOULA
BILOXI
BAY ST. LOUIS

TRANSMITTAL

Date: February 5, 2021

Total No. of Pages: 8
(including this cover)

To: All Planholders

From: Bob Escher, P.E.

Re: T.S. Cristobal Repairs to Washington Street Outfall

Attached herewith is Addendum No. 1 for the above referenced project.

PLEASE ACKNOWLEDGE YOUR RECEIPT OF THIS ADDENDUM BY COMPLETING THE ACKNOWLEDGEMENT BELOW AND FAXING THIS PAGE ONLY TO (228) 467-2720 OR EMAILING TO COMPTON@COMPTONENGINEERING.COM. Acknowledgement of this addendum on page 1 of the Bid form is also required.

If you have any questions regarding this addendum, please call me at (228) 467-2770.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 1

FOR

T.S. Cristobal Repairs to Washington Street Outfalls

TO: Compton Engineering, Inc.
3036 Longfellow Drive
Bay St. Louis, MS 39520

Telephone: (228) 467-2770
Facsimile: (228) 467-2720
Email: compton@comptonengineering.com

We hereby acknowledge receipt of Addendum No. 1 for the above referenced project. We will ensure that Addendum No. 1 is acknowledged in the bid submitted by our company.

Print name of company: _____

Print name of person acknowledging receipt of addendum: _____

Signature of person acknowledging receipt of addendum: _____

Date of acknowledgement: _____

Attachment: 00901-01 Addendum No. 1 (7703 : TS Cristobal Repairs to Washington Street Outfall.)

SECTION 00901-01
ADDENDUM NO. 1

Dated: February 5, 2021

Project:	Owner:	Engineer's Project No.:
T.S. Repairs to Washington Street Outfall	Hancock County Board of Supervisors	220-041.002

The following changes, additions, and/or deletions are hereby made a part of the Project Manual for the T.S. Repairs to Washington Street Outfall for the Hancock County Board of Supervisors dated January 4, 2021 as fully and completely as if the same were fully and completely set forth therein:

PROJECT MANUAL

Part 1 – Bidding Requirements

1. SECTION 00410 BID FORM: **REPLACE** this section in its entirety with **Attachment No. 1 to Addendum No. 1.**

DRAWINGS

1. SHEET C1.0: INSERT note; All reinstalled pipe that is below the sand completely shall have geotextile fabric installed around joints.

All bidders shall acknowledge receipt and acceptance of this Addendum No. 1 consisting of one (1) page plus attachments by signing the acknowledgement form preceding this addendum and acknowledging receipt on page 1 of the Section 00410-Bid. Bids submitted without acknowledging receipt of the addendum may be considered non-responsive.

Sincerely,

HANCOCK COUNTY BOARD OF SUPERVISORS

By: _____
Bob Escher, P.E.

Attachment: 00901-01 Addendum No. 1 (7703 : TS Cristobal Repairs to Washington Street Outfall.)

SECTION 00410
BID FORM

NOTE: Use preferably black ink for completing this Bid form.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

T.S. Cristobal Repairs to Washington Street Outfall

1.02 This Bid is submitted to:

Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.04 The person to contact for additional information regarding this Bid:

NAME: _____
TITLE: _____
TELEPHONE: _____

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing

Attachment: 00901-01 Addendum No. 1 (7703 : TS Cristobal Repairs to Washington Street Outfall.)

reliable "technical data" and, (2) reports and drawings of Hazardous Environmental Conditions, if any, at the site that have been identified in SC-4.06 as containing reliable "technical data".

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

Attachment: 00901-01 Addendum No. 1 (7703 : TS Cristobal Repairs to Washington Street Outfall.)

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID FORM– T.S. CRISTOBAL REPAIRS TO WASHINGTON STREET OUTFALL					
Item	**Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
1	Mobilization / Demobilization	LS	1	XXXXX	
2	Remove and Re-Install Existing 36" Class III Reinforced Concrete Pipe	LF	104		
3	New Pipe Anchor Assembly, including hardware	EA	6		
4	New 36" reinforced concrete pipe Class III	LF	32		
5	Erosion Control	LS	1		
TOTAL BASE BID (TO BE READ ALOUD):					

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be Completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Contract as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:
A. Required Bid security in the form of Bid Bond, Section 00430.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF _____

COUNTY OF _____

BIDDER

9.01 The name of the bidder submitting this proposal is:

_____

Attachment: 00901-01 Addendum No. 1 (7703 : TS Cristobal Repairs to Washington Street Outfall.)

Headquarters Address: _____
Street

_____
City State Zip

_____
Phone Fax

_____
Email

Local Mailing Address (if different than above):

_____
Street

_____
City State Zip

Address to which all communications concerned with this Bid and with the resulting Contract shall be sent:

_____
Name Street or P.O. Box

_____
City State Zip

Attention: _____
Name Title

Submitted on _____, 20_____.

State Contractor License No. _____. (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Attachment: 00901-01 Addendum No. 1 (7703 : TS Cristobal Repairs to Washington Street Outfall.)

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

First Partner Name (typed or printed): _____

Address: _____

Second Partner Name (typed or printed: _____

Address: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ *[State Where Project is Located]* is ____________.

Attachment: 00901-01 Addendum No. 1 (7703 : TS Cristobal Repairs to Washington Street Outfall.)

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

9.03 I (Bidder) have examined and prepared the foregoing Bid(s) based on the information contained in the Project Manual provided with the Bid; that I have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that these statements are true and correct.

Signature: _____

Title: _____ (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this _____ day of _____, 20__.

Notary Public – State of _____.

My Commission expires _____ (Notary Seal).

Attachment: 00901-01 Addendum No. 1 (7703 : TS Cristobal Repairs to Washington Street Outfall.)

SECTION 00943-01
CHANGE ORDER NO. 1

Date of Issuance: February 17, 2021 Effective Date: February 17, 2021

Project: North Beach Drainage Project	Owner: Hancock County Board of Supervisors	Funding Agent's Contract No.:
Contract: North Beach Drainage Project		Date of Contract: December 7, 2020
Contractor: Holliday Construction		Engineer's Project No.: 219-076.013
534 Hwy 26 East		
Poplerville, MS 39470		

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:

Original Contract Price:

$192,484.00

Contract Price prior to this Change Order:

$192,484.00

Increase as of this Change Order:

$25,048.00

Contract Price incorporating this Change Order:

$217,532.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ■ Working days ☐ Calendar days

Contract completion : 60 calendar days

Contract Times prior to this Change Order:

Contract completion : 60 calendar days

Change of this Change Order:

Contract completion (days): 12 calendar days

Contract Times with all approved Change Orders:

Contract completion: 72 calendar days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

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: 00943-01 Change Order No 1 - North Beach Drainage (7720 : Approve Change Order Number 1 for North Beach Drainage Project.)

MEMORANDUM OF JUSTIFICATION AND NEGOTIATION
NORTH BEACH DRAINAGE PROJECT
CHANGE ORDER NUMBER 1

A change order is requested on the referenced project in order to incorporate extra work required by unforeseen field conditions, and to be performed under this contract. Prices on proposed extra work negotiated with Contractor include:

Item No.	Item	Bid Qty.	Unit	Unit Price	Total
S-202-D	Removal of Concrete Seawall & Sidewalks (All Depths)	1	LS	$ 900.00	$ 900.00
S-304-A	Flowable Fill	18	CY	$ 176.00	$ 3,168.00
S-304-C	610 Limestone Base	23	Ton	$ 110.00	$ 2,530.00
S-603-C-A	10" C-900	50	LF	$ 150.00	$ 7,500.00
S-601-B	Cast-In-Place Concrete J-Box W/Manway	1	EA	$ 8,085.00	$ 8,085.00
805-01-00100	Misc. Concrete (Seawall / Sidewalk)	3	CY	$ 955.00	$ 2,865.00
TOTAL					**$ 25,048.00**

Quantities are estimates used for unit pricing only. Contractor will be compensated for actual quantities used.

Attachment: 00943-01 Change Order No 1 - North Beach Drainage (7720 : Approve Change Order Number 1 for North Beach Drainage Project.)

SECTION 00943-01

CHANGE ORDER NO. 1

Date of Issuance: February 17, 2021 Effective Date: February 17, 2021

Project: North Beach Drainage Project	Owner: Hancock County Board of Supervisors	Funding Agent's Contract No.:
Contract: North Beach Drainage Project		Date of Contract: December 7, 2020
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Contract completion : 60 calendar days

Contract Times prior to this Change Order:

Contract completion : 60 calendar days

Change of this Change Order:

Contract completion (days): 12 calendar days

Contract Times with all approved Change Orders:

Contract completion: 72 calendar days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: 2/17/21	Date: February 17, 2021	Date: Feb 17th, 2021

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.

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: 20210217 - 00943-01 Change Order No 1 - North Beach Drainage - signed (7720 : Approve Change Order Number 1 for North Beach

MEMORANDUM OF JUSTIFICATION AND NEGOTIATION
NORTH BEACH DRAINAGE PROJECT
CHANGE ORDER NUMBER 1

A change order is requested on the referenced project in order to incorporate extra work required by unforeseen field conditions, and to be performed under this contract. Prices on proposed extra work negotiated with Contractor include:

Item No.	Item	Bid Qty.	Unit	Unit Price	Total
S-202-D	Removal of Concrete Seawall & Sidewalks (All Depths)	1	LS	$ 900.00	$ 900.00
S-304-A	Flowable Fill	18	CY	$ 176.00	$ 3,168.00
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TOTAL					**$ 25,048.00**

Quantities are estimates used for unit pricing only. Contractor will be compensated for actual quantities used.

Attachment: 20210217 - 00943-01 Change Order No 1 - North Beach Drainage - signed (7720 : Approve Change Order Number 1 for North Beach

FORM-SA ROW-U2
(Rev. 07-01-2005)

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT
FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN COUNTY ROAD RIGHT-OF-WAY

PROJECT NO. Bayou LaCroix Sewer Collection System COUNTY Hancock

UTILITY NAME Hancock County Utility Authority,

BY David Pitalo, Executive Director,
(Name & Company Title)

ADDRESS 401 Gulfside Drive, Waveland MS, herein called APPLICANT,

proposes to construct a low pressure sewer collection system
(Type of Facility)

along or across Bayou LaCroix Road, Sones Lane, Oak Drive, Mary Lane, Dawn Lane, Rhonda Lane, and George Lane Road, said facility to be
(Name of Road)

installed between Station No. N/A and Station No. N/A and within the road right-of-way, and hereby makes application to the County for the construction permit. Attached hereto are drawings or plans for the construction, which will not be changed or altered without approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over and along public roads and streets within the State of Mississippi; Applicant agrees to comply with applicable provisions of S.O.P. No. SA II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of County Federal Aid and State Aid Roads (hereinafter referred to as the "Policy"), promulgated by the State Aid Engineer and dated July 1, 2005, and which is hereby made a part of this Application Agreement, and agrees to perform the construction according to the applicable industry code and according to the plans and specifications for the project.

The Applicant shall be responsible for future maintenance and repair of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities located within the road right-of-way when required for road widening, construction or maintenance, and its right to reimbursement of its costs shall be in accordance with State Laws affecting County roads in effect at the time such adjustment or relocation is made. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion no unreasonable interference with the normal flow and safety of traffic.

Attachment: Hancock County ROW Permit Application 12-18-2020 (7702 : ROW Request from HCUA.)

FORM-SA ROW-U2
(Rev. 07-01-2005)

A general description of the size, type, nature, and extent of the Utility work to be done is a follows:

The Applicant understands and agrees that, except as herein granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

Hancock County agrees to the following stipulations:

(1) To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the County road and Utility Facility.

(2) To pursue any and all legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation.

(3) If the County/LSBP Engineer or other authorized representative of the Board of Supervisors approved the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with the installation; if the drawings, sketches, and plans are not approved, he shall promptly notify the Applicant, and advise him of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation.

(4) That all joint road construction and utility adjustment or relocation operations will comply with the requirements of Section S-105.06 and Section S-107.18, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 edition (or current edition).

(5) Should any terms or provision of this Agreement conflict with the Laws of the State of Mississippi, or the United States, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said Laws.

Attachment: Hancock County ROW Permit Application 12-18-2020 (7702 : ROW Request from HCUA.)

FORM-SA ROW-U2
(Rev. 07-01-2005)

WITNESS THE SIGNATURE OF THE APPLICANT this the 18th day of December, 2020.

By: David C. Pitalo

Title: Executive Director

AGREED TO AND APPROVED BY ORDER OF THE Hancock COUNTY BOARD OF SUPERVISORS this the _____ day of _____, _____.

By: _____
County/LSBP Engineer

Attachment: Hancock County ROW Permit Application 12-18-2020 (7702 : ROW Request from HCUA.)

CONTRACT DOCUMENTS
FOR THE

BAYOU LACROIX SEWER PROJECT

PREPARED FOR THE

HANCOCK COUNTY UTILITY AUTHORITY

Board Members

Eddie Favre	Chairman
James Lamy	Vice Chairman
Farron Hoda	Executive Director
Farron Hoda	Director
Ron Duckworth	Director
Patricia Cuevas	Director
Mike Favre	Director

ROBERT A. ESCHEN REGISTERED PROFESSIONAL ENGINEER 14782 STATE OF MISSISSIPPI

VOLUME 2 - DRAWINGS

REV A - ISSUED FOR MDEQ REVIEW (11/16/20)

For information regarding
This contract, contact:

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES
PASCAGOULA • BILOXI • BAY ST. LOUIS
228-762-3970 228-432-2133 228-467-2770
www.comptonengineering.com

DESIGN ENGINEER

CE JOB No. 220-023

PROJECTS\2020\220-023 - HCUA - Bayou LaCroix Road Sewer\Dwgs\Current Design\Concept-Design\G0.0.dwg, G0.0, 12/2/2020 9:13:19 AM, brend

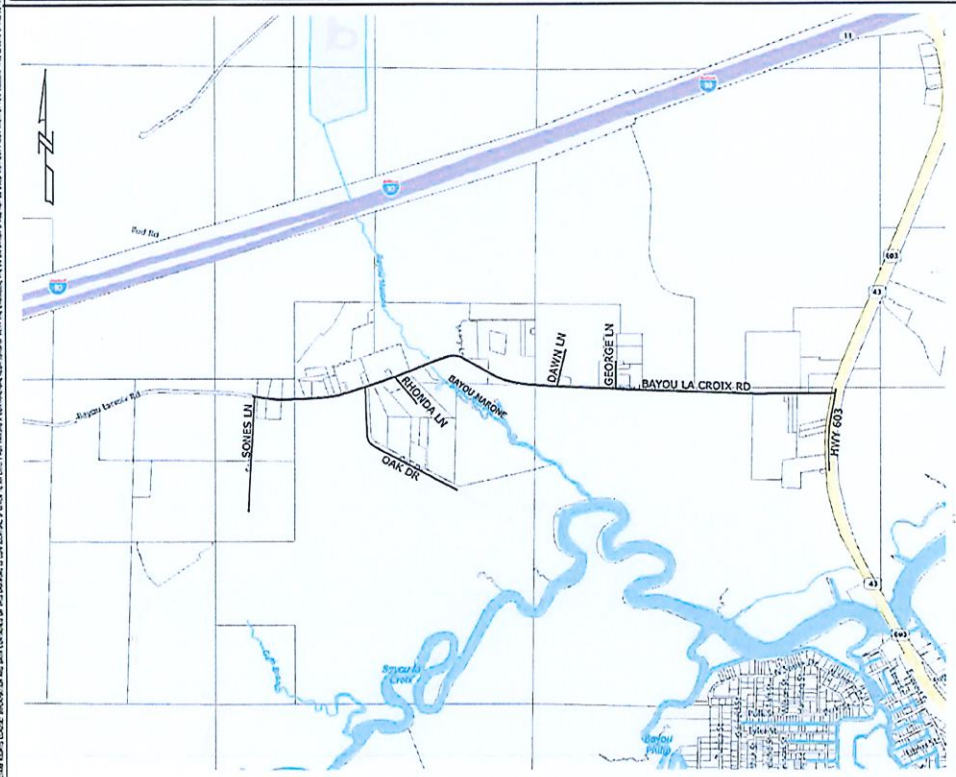
Attachment: Hancock County ROW Permit Application 12-18-2020 (7702 : ROW Request from HCUA.)

PLAN VIEW LEGEND

- EXISTING COMMUNICATIONS - FIBER OPTIC POST
- EXISTING COMMUNICATIONS - TELEPHONE PEDESTAL
- EXISTING CONTROL POINT
- EXISTING ELECTRIC - LIGHT POLE
- EXISTING ELECTRIC - POWER POLE
- EXISTING GAS LINE MARKER
- EXISTING MAILBOX
- EXISTING SIGN - SINGLE POLE
- EXISTING SIGN - DOUBLE POLE
- EXISTING VEGETATION - BUSHES
- EXISTING VEGETATION - GUM TREE
- EXISTING VEGETATION - OAK TREE
- EXISTING VEGETATION - PINE TREE
- EXISTING WATER SPIGOT
- PROPOSED AIR RELIEF VALVE
- PROPOSED REDUCER
- PROPOSED SEWER CLEANOUT
- EXISTING COMMUNICATIONS LINE - AT&T
- EXISTING COMMUNICATIONS LINE - CSPIRE
- EXISTING CONTOUR LINE
- EXISTING DITCH - TOP OF BANK
- EXISTING ELECTRIC - OVERHEAD
- EXISTING FENCE LINE - CHAINLINK
- EXISTING FENCE LINE - WIRE
- EXISTING FENCE LINE - WOOD
- EXISTING SANITARY SEWER
- EXISTING TREE LINE
- EXISTING WATER LINE
- PROPOSED SEWER LINE
- EXISTING LIMESTONE
- EXISTING CONCRETE

PROFILE VIEW LEGEND

- PROPOSED AIR RELIEF VALVE
- PROPOSED REDUCER
- PROPOSED SEWER CLEANOUT
- EXISTING BACK OF DITCH
- EXISTING BOTTOM OF DITCH
- PROPOSED TOP OF SEWER LINE



1 G1.0 PROJECT AREA MAP
SCALE: 1" = 1,000'

GENERAL NOTES

1. IT IS THE INTENT OF THE CONTRACT DOCUMENTS TO PROVIDE FOR COMPLETE AND FINISHED WORK. ALL MISCELLANEOUS COMPONENTS, PARTS, ANCHORS, AND OTHER INCIDENTAL ITEMS REQUIRED FOR COMPLETE ASSEMBLY, FUNCTIONING AND OPERATION OF AN ITEM OR SYSTEM SHALL BE PROVIDED, WHETHER OR NOT SPECIFICALLY CALLED FOR.
2. THE PROJECT DRAWINGS AND SPECIFICATIONS ARE INTENDED TO DEFINE THE GENERAL DESIGN AND SCOPE OF THE WORK REQUIRED TO COMPLETE THE WORK. THE CONTRACTOR SHALL INCLUDE ALL COMPONENTS WHICH ARE NORMALLY INCIDENTAL TO THE WORK. THOSE COMPONENTS WHICH ARE NOT SHOWN ON THE PROJECT DRAWING OR SPECIFIED BUT WHICH ARE REQUIRED AS AN ESSENTIAL AESTHETIC, FUNCTIONAL OR CODE REQUIRED ELEMENT OF THE WORK ARE TO BE INCLUDED.
3. TO ESTABLISH THE COMPLETE SCOPE OF ITS WORK AND TO EFFECT CLOSE COORDINATION WITH THE OTHER TRADES, EACH TRADE SHALL COMPLETELY REVIEW THE PROJECT DRAWINGS AND SPECIFICATIONS, NOT ONLY FOR ITS RESPECTIVE TRADE, BUT FOR THE WORK OF THE OTHER RELATED TRADES AS WELL. TITLES OF DIVISIONS (AND SECTIONS IN SPECIFICATIONS) IDENTIFYING WORK ARE PROVIDED FOR ORGANIZATIONAL AND REFERENCE PURPOSES AND SHALL NOT BE TAKEN AS AN ABSOLUTE SEPARATION OF THE TRADES OR OF THE UNITS OF MATERIAL AND LABOR.
4. CONTRACTOR SHALL COORDINATE AND OBTAIN ALL NECESSARY PERMITS AND APPROVALS OR GUIDELINES FROM GOVERNING REGULATORY AGENCIES BEFORE PROCEEDING WITH ANY ITEMS OF WORK UNDER OR WITHIN SUCH JURISDICTION(S).
5. ALL DIMENSIONS AND TIE-INS GOVERNED BY EXISTING CONDITIONS ARE APPROXIMATE AND ARE NOT GUARANTEED TO BE CORRECT. ALL SUCH DIMENSIONS AND CONDITIONS SHALL BE FIELD VERIFIED BY THE GENERAL CONTRACTOR PRIOR TO PROCEEDING WITH ANY WORK. IF CONDITIONS AND DIMENSIONS VARY FROM THOSE SHOWN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER BEFORE PROCEEDING WITH WORK WHERE DIMENSIONS ARE NOT SHOWN. USE EXACT DIMENSIONS. DO NOT SCALE WHERE DIMENSIONS ARE SHOWN WITH +/- INDICATIONS ADJUSTMENTS MAY BE MADE TO SUIT FIELD CONDITIONS.
6. VERIFY CONDITIONS, SERVICES, DIMENSIONS, AND ELEVATIONS OF SITE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES.
8. THE CONTRACTOR SHALL SUBCONTRACT WITH SUPPLIERS AND FABRICATION AND INSTALLATION COMPANIES WHICH CAN DEMONSTRATE THAT THEY POSSESS THE KNOWLEDGE, EXPERIENCE, AND PROVEN CAPABILITIES TO FULLY PERFORM ALL ASPECTS OF THE WORK REQUIRED WITHOUT OMISSION.
9. SEE DETAIL 1 SHEET D1.8 FOR GENERAL GUIDANCE FOR INSTALLING SEWER PIPELINES, UNLESS SPECIFICALLY SHOWN OTHERWISE ON PROJECT DRAWING.
10. SEE DETAILS SHEET D1.6 FOR GENERAL GUIDANCE FOR INSTALLING SEWER SERVICE CONNECTIONS BENEATH ROADS.
11. A RESTRAINED JOINT IS REQUIRED AT ANY FORCE MAIN LOCATION WHERE HDPE PIPE IS CONNECTED TO A FORCE MAIN OF A DIFFERENT MATERIAL. THE "HARVEY ADAPTER" IS ONE WAY TO PROVIDE THAT RESTRAINT.
12. ENGINEER OR ENGINEER'S REPRESENTATIVE, NOT CONTRACTOR, SHALL DECIDE IF MATERIAL REMOVED FROM PIPE TRENCH CAN BE USED FOR BEDDING.



STATE OF MISSISSIPPI MAP
NOT TO SCALE

SHEET INDEX

GENERAL
- G0.0 — COVER SHEET
- G1.0 — PROJECT MAP, NOTES, ABBREVIATIONS & SHEET INDEX

CIVIL
- C0.0 — OVERALL SITE PLAN
- C1.0 - C1.6 — BAYOU LA CROIX ROAD - EXISTING SITE / DEMO PLAN
- C2.0 - C2.1 — SONES LANE - EXISTING SITE / DEMO PLAN
- C3.0 - C3.1 — OAK DRIVE - EXISTING SITE / DEMO PLAN
- C4.0 — RHONDA LANE - EXISTING SITE / DEMO PLAN
- C5.0 — DAWN LANE - EXISTING SITE / DEMO PLAN
- C6.0 — GEORGE LANE - EXISTING SITE / DEMO PLAN
- C7.0 — HIGHWAY 603 - EXISTING SITE / DEMO PLAN
- C8.0 - C8.12 — BAYOU LA CROIX ROAD - PROPOSED PLAN & PROFILE
- C9.0 - C9.2 — SONES LANE - PROPOSED PLAN & PROFILE
- C10.0 - C10.2 — OAK DRIVE - PROPOSED PLAN & PROFILE
- C11.0 — RHONDA LANE - PROPOSED PLAN & PROFILE
- C12.0 — DAWN LANE - PROPOSED PLAN & PROFILE
- C13.0 — GEORGE LANE - PROPOSED PLAN & PROFILE
- C14.0 - C14.1 — HIGHWAY 603 - PROPOSED PLAN & PROFILE
- D1.0 — EROSION CONTROL DETAILS
- D1.1 — BACKFILL DETAILS
- D1.2 — GENERAL DETAILS
- D1.3 — GRINDER PUMP INSTALLATION DETAILS
- D1.4 — AIR/VACUUM RELIEF DETAILS
- D1.5 — ROAD CROSSING DETAILS
- D1.6 — GRINDER PUMP CONNECTION TO TRANSMISSION LINE DETAILS

ELECTRICAL
- E1.0 — RISER DIAGRAMS

REV. No.	DATE	DESCRIPTION	BY	APVD
A	11-16-20	ISSUED FOR MDEQ REVIEW	TP	BE

COMPTON ENGINEERING, INC.
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HANCOCK COUNTY UTILITY AUTHORITY
BAYOU LA CROIX SEWER PROJECT

PROJECT MAP, NOTES, ABBREVIATIONS & SHEET INDEX

SCALE: AS NOTED
JOB NO.: 220-023
DATE: --
DSGN.: B. ESCHER
DWG. BY: B. LADNER
CHK.: --
APVD.: --

G1.0

Packet Pg. 456
7.F.6.a
Attachment: Hancock County ROW Permit Application 12-18-2020 (7702 : ROW Request from HCUA.)

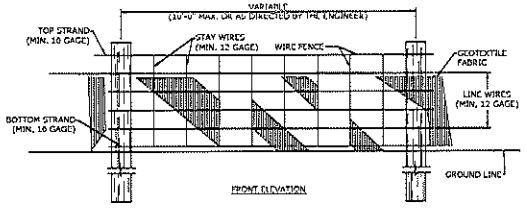
HANCOCK COUNTY UTILITY AUTHORITY
BAYOU LA CROIX SEWER PROJECT
OVERALL EXISTING & PROPOSED SITE PLAN
SHEET LAYOUT

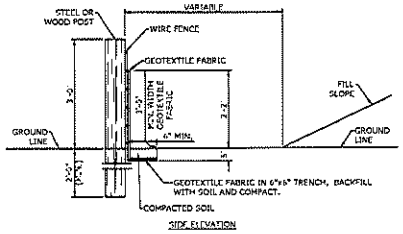
SCALE:	AS NOTED
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APVD.:	

C0.0

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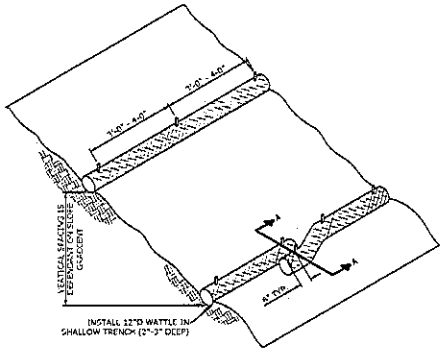
Attachment: Hancock County ROW Permit Application 12-18-2020 (7702 : ROW Request from HCUA.)





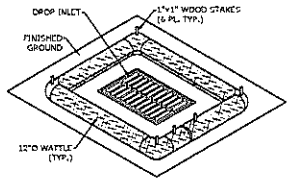
NOTE(S):
1. WIRE SHALL BE MINIMUM OF 22" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
2. GEOTEXTILE FABRIC SHALL BE A MINIMUM OF 36" IN WIDTH AND SHALL BE FASTENED ADEQUATELY TO THE WIRE AS DIRECTED BY THE ENGINEER.
3. STEEL POST SHALL BE 5'-0" IN HEIGHT AND OF THE SELF-FASTENER ANGLE STEEL TYPE. WOOD POST SHALL BE A MINIMUM OF 5'-0" IN HEIGHT AND 3" OR MORE IN DIAMETER. WIRE FENCE SHALL BE FASTENED TO WOODEN POST WITH NOT LESS THAN 9 GAGE WIRE STAPLES 1" LONG.
4. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.
5. SILT FENCING TO BE INSTALLED ALONG CONSTRUCTION LIMITS OF PROJECT. EROSION CONTROL MEASURES ALSO TO BE IMPLEMENTED AT ALL SITE DRAINAGE OUTLETS.

1 / D1.0 TEMPORARY SILT FENCE DETAIL
SCALE: NOT TO SCALE

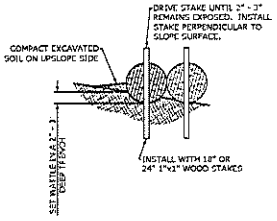


2 / D1.0 TYPICAL WATTLE INSTALLATION GUIDE
SCALE: NOT TO SCALE

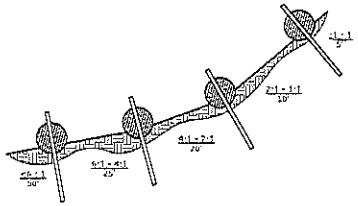
NOTE(S):
1. BEGIN AT THE LOCATION WHERE THE WATTLE IS TO BE INSTALLED BY EXCAVATING A 2"-3" (DEPTH) x 9" (WIDTH) TRENCH ALONG THE CONTOUR OF THE SLOPE. EXCAVATED SOIL SHOULD BE PLACED UP-SLOPE FROM THE ANCHOR TRENCH.
2. PLACE THE WATTLE IN THE TRENCH SO THAT IT CONTOURS TO THE SOIL SURFACE. COMPACT SOIL FROM THE EXCAVATED TRENCH AGAINST THE WATTLE ON THE UPHILL SIDE. ADJACENT WATTLES SHOULD TIGHTLY ABUT.
3. SECURE THE WATTLE WITH 18"-24" STAKES EVERY 3'-4' AND WITH A STAKE ON EACH END. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE LEAVING AT LEAST 2"-3" OF STAKE EXTENDING ABOVE THE WATTLE. STAKES SHOULD BE DRIVEN PERPENDICULAR TO SLOPE FACE.



3 / D1.0 TYPICAL WATTLE LAYOUT AROUND DRAIN INLET
SCALE: NOT TO SCALE



4 / D1.0 SECTION A-A ENTRENCHMENT DETAIL
SCALE: NOT TO SCALE



5 / D1.0 TYPICAL WATTLE SPACING BASED ON SLOPE GRADIENT
SCALE: NOT TO SCALE

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BAYOU LA CROIX SEWER PROJECT

EROSION CONTROL DETAILS

SCALE: AS NOTED
JOB NO.: 220-023
DATE: --
DSGN.: B. ESCHER
DWG. BY: B. LADNER
CHK.: --
APP'D.: --

D1.0

11-16-20 | ISSUED FOR MDEQ REVIEW | TP | BE

DECTS\2020\220-023 - HCUA - Bayou LaCroix Road Sewer\Dwgs\Current Design\Concept-Design\D1.0-D3.6.dwg, D1.0, 11/19/2020 4:00:14 PM, BrentI

Attachment: Hancock County ROW Permit Application 12-18-2020 (7702 : ROW Request from HCUA.)

GENERAL NOTES:

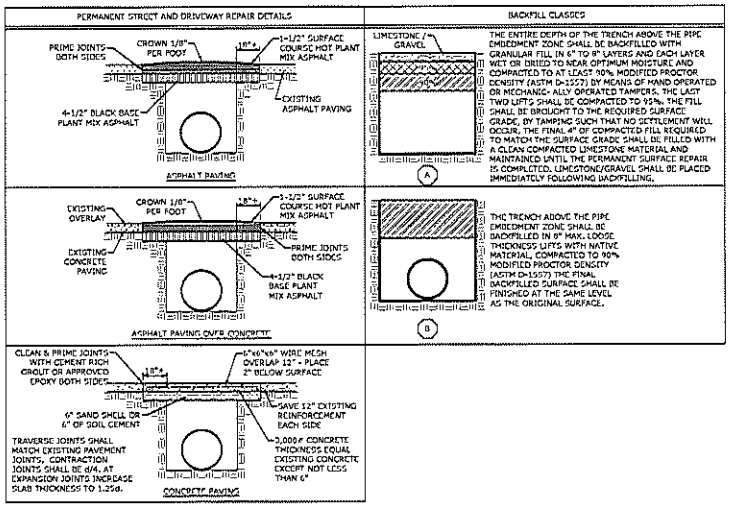
1. WHERE TRENCH BOTTOMS ARE JUDGED UNSTABLE BY THE ENGINEER, THE ENGINEER WILL AUTHORIZE REMEDIAL ACTION TO STABILIZE THE FOUNDATION.
2. SELECT MATERIAL IS DEFINED AS SANDY SOIL, EITHER NATIVE OR BORROWED AT OR NEAR OPTIMUM MOISTURE.
3. CLASS "A" BACKFILL IS REQUIRED UNDER ALL STREET REPAIRS. THE ASPHALT BASE (WHERE APPLICABLE) SHALL BE IN PLACE WITHIN 14 CALENDAR DAYS.
4. CLASS "E" BACKFILL IS REQUIRED UNDER PAVED DRIVEWAYS. THE TOP 4" SHALL BE FILLED WITH LIMESTONE/GRAVEL, WHICH SHALL BE MAINTAINED UNTIL PERMANENT REPAIRS CAN BE MADE.
5. BACKFILL AND BEDDING WITH NATIVE MATERIAL AND LIMESTONE/GRAVEL FOR TEMPORARY ROAD REPAIRS IS INCLUDED IN THE UNIT PRICE PER LINEAR FOOT OF PIPE INSTALLED.
6. WHERE SPECIAL MATERIAL IS REQUIRED FOR BEDDING OR BACKFILL PURPOSES, PAYMENT FOR SUCH MATERIAL WILL BE AS SHOWN AND COMPUTED BASED ON DIMENSIONS, DETAILS AND COMPUTATIONS SHOWN BELOW.
7. THE PAY QUANTITY FOR SURFACE REPAIR (FINAL BACKFILL) IS THE MAXIMUM PAY WIDTH. WHEN THE TOTAL PV OR W IS NOT REQUIRED, THEY SHALL BE REDUCED AS APPLICABLE.
8. WHERE FOUNDATION MATERIAL IS SUITABLE, 6" UNDERCUTTING FOR BEDDING SHALL NOT BE REQUIRED AND DIMENSION D_1 SHALL BE ADJUSTED.
9. FOR CUTS LESS THAN 5' W = W
10. TRENCH DEPTH EXCEEDING 5' IN DEPTH (D) ADD 2' TN WIDTH FOR EACH 1' OF DEPTH. MEASUREMENT AS SHOWN BELOW.

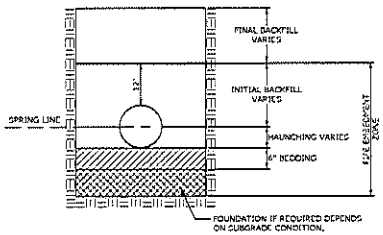
FOR	CALCULATION	UNIT
FOUNDATION MATERIAL	$(W_1 \times D_1 \times L)/27$	CY
SELECT BEDDING MATERIAL	$(W_1 \times D_2 \times L)/27 - (3.14 \times (OD)^2/4 \times L)/27$	CY
SELECT BACKFILL MATERIAL	$((W_1 \text{ OR } W_2) \times (D_3 \text{ OR } D_4 \text{ OR } D_5) \times L)/27$	CY
PAVEMENT REPAIR	$(PV \times L)/9$	SY
LIMESTONE BASE	$(PV \times L)/9$	SY

TO COMPUTE PAY QUANTITY **(SEE NOTE #6)**

DIMENSIONS		PIPE DIAMETER				
PAY WIDTH/DEPTH FOR:		1"/1.25"/1.5"/2"/2.5"/3"	4"/6"	8"	10"	12"
W_1	TRENCH WIDTH - FEET	2.0'	2.5'	2.7'	3.0'	3.0'
PV	REPAIR OF PAVEMENT - FEET	TRENCH DEPTH 5' OR LESS PV = W_1 + 3'-0" TRENCH DEPTH 5' OR GREATER PV = W_2 + 3'-0"				
D_2	SELECT BEDDING	VARIES BASED ON PIPE SIZE AND FOUNDATION				
D_3	SELECT CLASS "A" BACKFILL FOR PERMANENT STREET REPAIR	AS PER PLANS OR AS APPROVED				
D_4	SELECT BACKFILL FOR TEMPORARY SURFACE REPAIR	D_3 LESS 4" LIMESTONE OR GRAVEL				
D_5	SELECT BACKFILL NO SURFACE REPAIR	AS PER PLANS OR AS APPROVED				
D_1	FOUNDATION	AS APPROVED BY THE ENGINEER				
L	LENGTH OF TRENCH	LENGTH MEASURED HORIZONTAL				
O.D.	OUTSIDE DIAMETER OF PIPE	TO BE SUBTRACTED FROM VOLUMES				

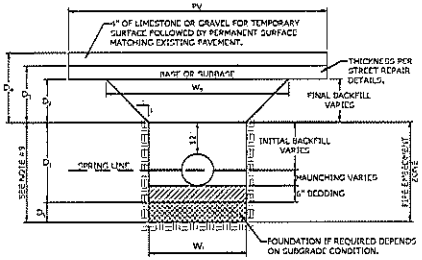
- VOLUME OF PIPE TO BE SUBCONTRACTED.
- CUTS EXCEEDING 5' IN DEPTH SHALL ADD 1' IN WIDTH FOR EACH ADDITIONAL 1' OF DEPTH.
- DEPTH MEASUREMENT SHALL BE TO THE PIPE INVERT.





1 / D1.1 PIPE BEDMENT DETAIL
NOT TO SCALE

BACKFILL CLASS A NOTE (#3):
1. WHERE CLASS A BACKFILL SPECIFIED IN AREAS BENEATH ROAD, SIDEWALK OR FLOOR SURFACES THE TOP 4" SHALL BE FILLED WITH LIMESTONE OR CRUSHED ROCK.
2. WHERE CLASS A BACKFILL IS SPECIFIED IN AREAS WHERE TOP SOIL CONDITIONS EXIST, THE TOP 6" SHALL BE FILLED WITH TOP SOIL.



2 / D1.1 PAY QUANTITY DIMENSION DETAIL FOR SELECT MATERIAL AND STREET SURFACE REPAIR ONLY
NOT TO SCALE

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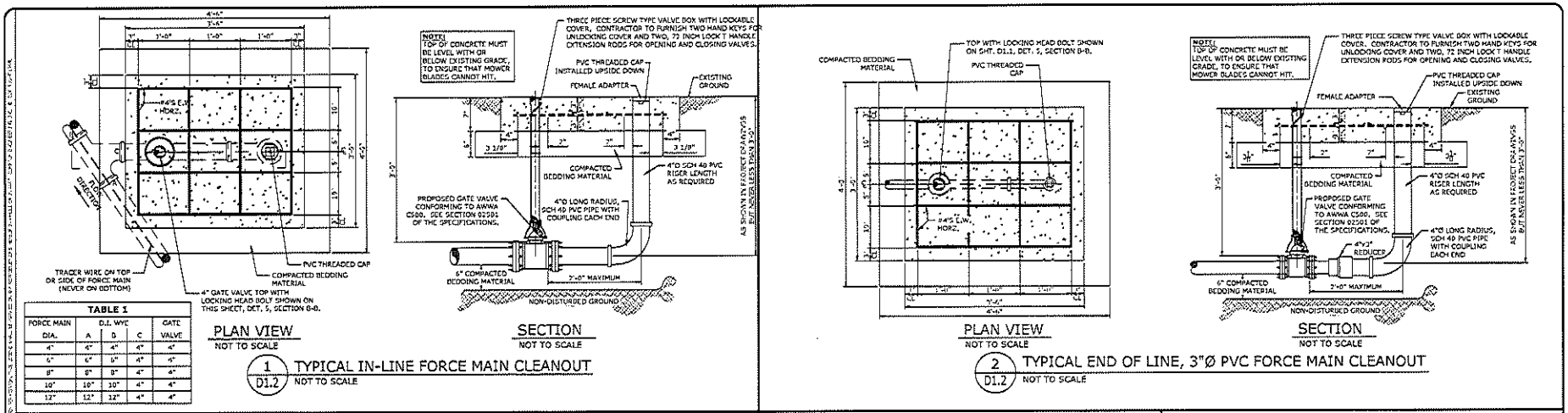
BACKFILL DETAILS

SCALE: AS NOTED
JOB NO.: 220-023
DATE: --
DSGN.: B. ESCHER
DWG. BY: B. LADNER
CHK.: --
APP'D.: --

NO.	DATE	DESCRIPTION
1	11-16-20	ISSUED FOR MDEQ REVIEW
2		

D1.1

Attachment: Hancock County ROW Permit Application 12-18-2020 (7702 : ROW Request from HCUA.)



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GENERAL DETAILS

SCALE:	AS NOTED
JOB NO.:	20-023
DATE:	--
DSGN.:	B. ESCHER
DWG. BY:	B. LADNIER
CHK.:	--
APVD.:	--

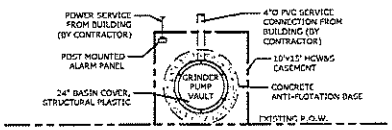
ACCEPTED
BY: _____
DATE: _____
CONTRACTOR: _____
DATE: _____

D1.2

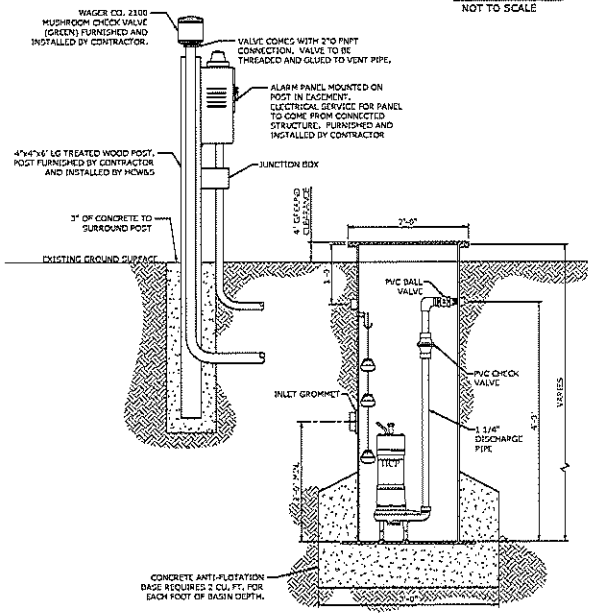
PROJECTS\2020\20-023 - HCUA - Bayou LaCroix Road Sewer\Dwgs\Current Design\Concept-Design\D1.0-D1.6.dwg, D1.2, 11/19/2020 4:00:20 PM, brent

Attachment: Hancock County ROW Permit Application 12-18-2020 (7702 : ROW Request from HCUA.)

NOTE(S):
1. CONTRACTOR WILL INSTALL VAULT. VAULT WILL BE FURNISHED WITH 4" WHITE PVC PIPE AS SHOWN IN DRAWING.
2. CONTRACTOR WILL INSTALL PUMP.
3. CONTRACTOR WILL INSTALL 4"x4"x6' LONG TREATED WOOD POST FURNISHED BY CONTRACTOR AND MOUNT CONTROL PANEL TO POST.
4. CONTRACTOR WILL CONNECT PUMP CABLE TO CONTROL PANEL.
5. CONTRACTOR WILL INSTALL VENT PIPE. CONTRACTOR SHALL FURNISH AND INSTALL MUSHROOM VENT CHECK VALVE.



PLAN VIEW
NOT TO SCALE



PROFILE VIEW

1 / D1.3 HCP SIMPLEX GRINDER PUMP INSTALLATION LOCATED IN EASEMENT NEXT TO RIGHT-OF-WAY
NOT TO SCALE

NO.	DATE	DESCRIPTION	BY	APP'D
1	11-16-20	ISSUED FOR MDEQ REVIEW	TP	BE

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GRINDER PUMP INSTALLATION DETAILS

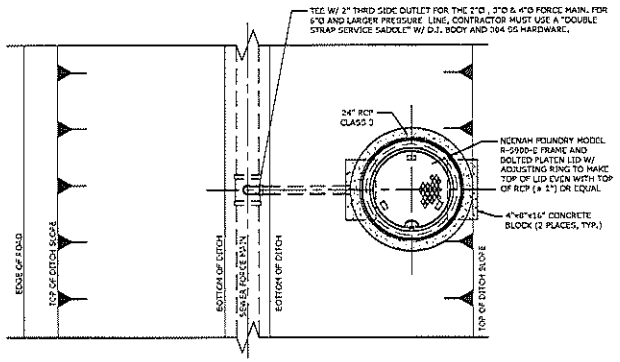
SCALE: AS NOTED
JOB NO.: 220-023
DATE: --
DSGN.: B. ESCHER
DWG. BY: B. LADNER
CHK.: --
APP'D.: --

D1.3

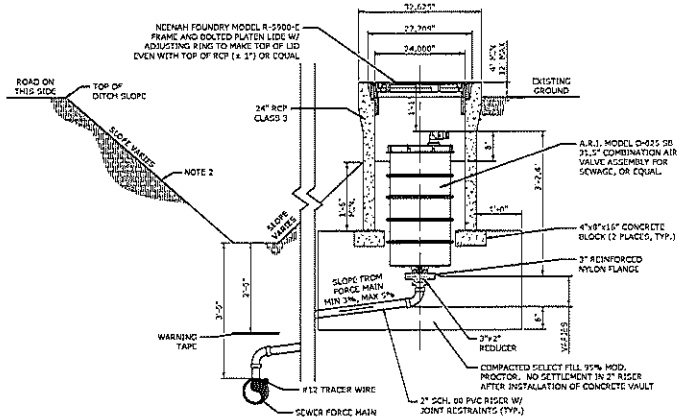
Packet Pg. 461
7.F.6.a
Attachment: Hancock County ROW Permit Application 12-18-2020 (7702 : ROW Request from HCUA.)

NOTE(S):

1. CONNECTION OF AIR/VACUUM RELIEF VALVE ASSEMBLY PIPE TO FORCE MAIN IS ALWAYS AT TOP OF FORCE MAIN AND ALWAYS AT A HIGH POINT AS SHOWN. IF CONTRACTOR CHANGES FORCE MAIN SLOPE TO ANOTHER LOCATION THAN SHOWN IN PLANS, CONNECTION OF AIR/VACUUM RELIEF ASSEMBLY MUST CHANGE ALSO.
2. ALL FILL AROUND CULVERT AND DITCH SIDE SLOPE TO BE COMPACTED TO 90% MOD. PROCTOR.
3. TO MINIMIZE EROSION OF THE DITCH SIDE SLOPE AND GROUND SURFACE AROUND AIR/VACUUM RELIEF VAULT INSTALLED, CONTRACTOR, WITHIN 7 CALENDAR DAYS, SHALL SOW GRASS SEED AND INSTALL A BIODEGRADABLE EROSION CONTROL BLANKET PER MANUFACTURER INSTRUCTIONS. EROSION CONTROL BLANKET SHALL BE GREEN IN COLOR, LAST A MINIMUM 12 MONTHS, HAVE A CONSISTENT MAT APPEARANCE, BE FREE OF VOIDS AND WEED SEEDS AND BE CAPABLE OF BEING INSTALLED ON SLOPES OF 1H:1.5V. BLANKET FIBER SHALL BE CURLED, INTERLOCKING WITH BARBED EDGES WITH 80% OF THE FIBERS TO BE A MINIMUM 6" IN LENGTH. BLANKET SHALL WEIGH A MINIMUM OF 0.65 POUND PER SQUARE YARD AND BE ABLE TO ABSORB A MINIMUM OF 290%.
4. EROSION CONTROL BLANKET TO EXTEND A MINIMUM OF 1 FOOT PAST DISTURBED GROUND SURFACE.
5. RPR MUST TAKE A PHOTO OF THE FOLLOWING WHEN INSTALLING THE COMBINATION AIR RELIEF VALVE. IF NO PHOTO EXISTING, CONTRACTOR WILL BE REQUIRED TO DIG UP AND RE-INSTALL.
   - 2"Ø PIPE LATERAL, PRIOR TO COVERING WITH SELECT FILL.
   - COMBINATION AIR RELIEF VALVE ASSEMBLY, AFTER INSTALLATION BUT PRIOR TO BEING COVERED WITH SELECT FILL.
   - 24" RCP, AFTER INSTALLATION BUT PRIOR TO PLACEMENT OF THE LID.



PLAN VIEW

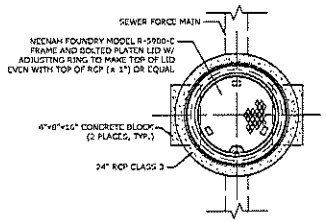


PROFILE VIEW

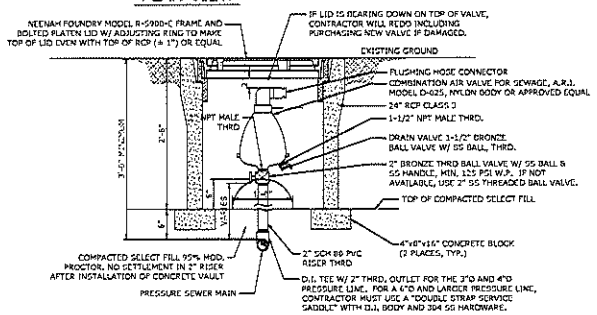
1 / D1.4 AIR/VACUUM INSTALLATION DETAIL - "A"
SCALE: 3/4" = 1'-0"

NOTE(S):

1. CONNECTION OF AIR/VACUUM RELIEF VALVE ASSEMBLY PIPE TO FORCE MAIN IS ALWAYS AT TOP OF FORCE MAIN AND ALWAYS AT A HIGH POINT AS SHOWN. IF CONTRACTOR CHANGES FORCE MAIN SLOPE TO ANOTHER LOCATION THAN SHOWN IN PLANS, CONNECTION OF AIR/VACUUM RELIEF ASSEMBLY MUST CHANGE ALSO.
2. ALL FILL AROUND CULVERT AND DITCH SIDE SLOPE TO BE COMPACTED TO 90% MOD. PROCTOR.
3. RPR MUST TAKE A PHOTO OF THE FOLLOWING WHEN INSTALLING THE COMBINATION AIR RELIEF VALVE. IF NO PHOTO EXISTING, CONTRACTOR WILL BE REQUIRED TO DIG UP AND RE-INSTALL.
   - 2"Ø PIPE LATERAL, PRIOR TO COVERING WITH SELECT FILL.
   - COMBINATION AIR RELIEF VALVE ASSEMBLY, AFTER INSTALLATION BUT PRIOR TO BEING COVERED WITH SELECT FILL.
   - 24" RCP, AFTER INSTALLATION BUT PRIOR TO PLACEMENT OF THE LID.



PLAN VIEW



PROFILE VIEW

2 / D1.4 AIR/VACUUM INSTALLATION DETAIL - "B"
SCALE: 1" = 1'-0"

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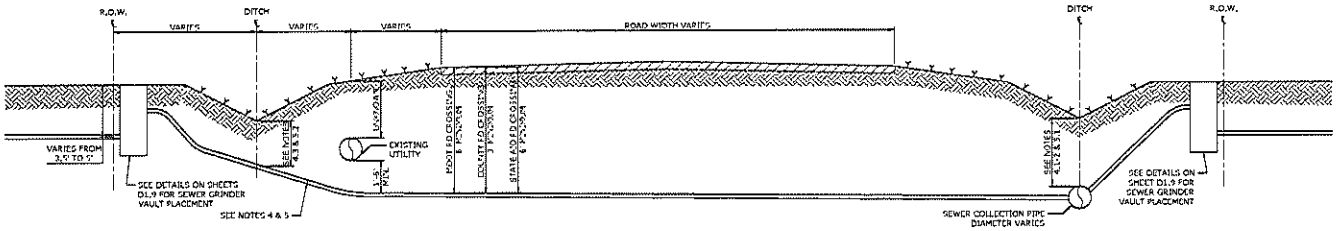
HANCOCK COUNTY UTILITY AUTHORITY
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AIR/VACUUM RELIEF DETAILS

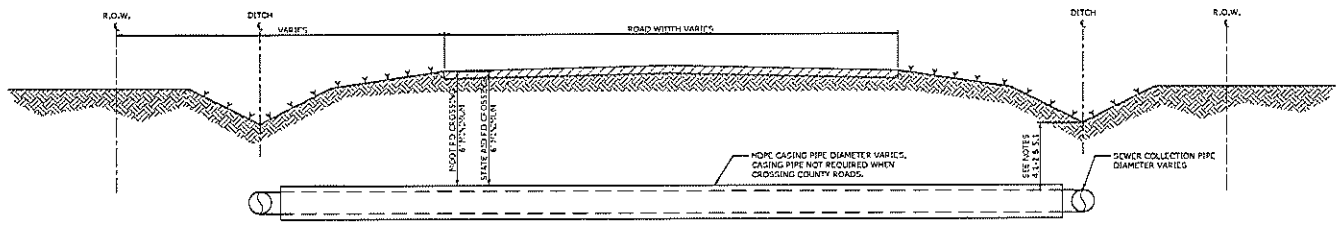
SCALE: AS NOTED
JOB NO.: 220-023
DATE: --
DSGN.: B. ESCHER
DWG. BY: B. LADNER
CHK.: --
APP'D.: --

D1.4

Packet Pg. 462
7.F.6.a
Attachment: Hancock County ROW Permit Application 12-18-2020 (7702 : ROW Request from HCUA.)



1 / D1.5 GENERAL GUIDANCE DETAIL OF INSTALLING SEWER SERVICE LINE
SCALE: 3/8" = 1'-0"



2 / D1.5 TYPICAL SEWER MAIN ROAD CROSSING DETAIL
SCALE: 3/8" = 1'-0"

BORING NOTES:

1. #12 TRACING WIRE REQUIRED ON TOP OF ALL COLLECTION LINES.

2. WHEN AN EXISTING WATER PIPELINE AND A PROPOSED SEWER PIPELINE MUST CROSS, THE PROPOSED SEWER PIPELINE MUST PASS UNDER THE EXISTING WATER PIPELINE WITH A MINIMUM 18" OF VERTICAL SEPARATION BETWEEN BOTTOM OF THE EXISTING WATER PIPELINE AND TOP OF THE PROPOSED SEWER PIPELINE. WHEN THIS VERTICAL DISTANCE CAN NOT BE MAINTAINED, THE PROPOSED SEWER PIPELINE SHALL BE CASED FOR A DISTANCE OF 4 FEET HORIZONTALLY IN EACH DIRECTION FROM THE CROSSING POINT.

3. ALL PROPOSED PRESSURE SEWER SERVICE LINES SHALL BE LOCATED AT LEAST 5 FEET HORIZONTALLY FROM ANY PARALLEL EXISTING WATER SERVICE LINE AND AT LEAST 10 FEET HORIZONTALLY FROM ANY PARALLEL EXISTING WATER MAIN.

4. CASING PIPE REQUIREMENTS FOR CROSSING BENEATH MDOT ROAD (HWY 90) OR STATE-AID ROAD (LOWER BAY ROAD)
   - 4.1 TRANSMISSION LINES; MDOT
     - PVC CARRIER PIPE WITH SPACERS INSIDE UNPAINTED SCH. 80 CARBON STEEL CASING PIPE EXTENDING TO MDOT RIGHT-OF-WAY, WITH A MINIMUM 6 FEET OF COVER UNDER CENTERLINE OF ROAD AND PERPENDICULAR TO RIGHT-OF-WAY, OR
     - HDPE CARRIER PIPE INSIDE HDPE CASING PIPE EXTENDING TO MDOT RIGHT-OF-WAY, WITH A MINIMUM 6 FEET OF COVER UNDER CENTERLINE OF ROAD AND PERPENDICULAR TO RIGHT-OF-WAY. SEE TABLE THIS SHEET FOR SIZE REQUIREMENTS.
   - 4.2 TRANSMISSION LINES; STATE-AID
     - PVC CARRIER PIPE WITH SPACERS INSIDE UNPAINTED SCH. 80 CARBON STEEL CASING PIPE (EXTENDING A MINIMUM 6 FEET BEYOND DITCH CUT) WITH A MINIMUM 3 FEET OF COVER UNDER CENTERLINE OF ROAD.
     - OR
     - HDPE CARRIER PIPE INSIDE HDPE CASING PIPE (EXTENDING A MINIMUM 5 FEET BEYOND EDGE OF ROAD) WITH A MINIMUM 6 FEET OF COVER UNDER CENTERLINE OF ROAD. SEE TABLE THIS SHEET FOR SIZE REQUIREMENTS.
   - 4.3 SERVICE LINES; STATE-AID
     - 1.25"Ø PVC IPS CARRIER PIPE INSIDE A 3"Ø HDPE SDR 11 CASING PIPE (EXTENDING A MINIMUM 5 FEET BEYOND EDGE OF ROAD) WITH A MINIMUM 6 FEET OF COVER UNDER CENTERLINE OF ROAD.

5. CASING PIPE REQUIREMENTS FOR CROSSING BENEATH NON MDOT OR NON STATE-AID ROADS
   - 5.1 TRANSMISSION LINES
     - FOR PAVED ROADS, DIRECTIONAL DRILL WITH NO JOINT WITHIN 5 FEET OF EDGE OF ROAD WITH A MINIMUM 3 FEET OF COVER.
     - FOR NON PAVED ROADS, TRENCH WITH A MINIMUM 3 FEET OF COVER.
   - 5.2 SERVICE LINES
     - FOR PAVED ROADS, DIRECTIONAL DRILL WITH 1.25"Ø SCH. 40 PVC IPS WITH A MINIMUM OF 3 FEET OF COVER.
     - FOR NON PAVED ROADS, TRENCH USING 1.25"Ø SCH. 40 PVC IPS WITH A MINIMUM OF 3 FEET OF COVER.

HDPE CARRIER PIPE SIZE SDR 17 (INCH)	HDPE CASING PIPE SIZE SDR 11 (INCH)
2	4
3	6
4	8
6	10
8	12
10	14
12	16
14	20

NO.	DATE	DESCRIPTION	BY
1	11-16-20	ISSUED FOR MDOT REVIEW	TP

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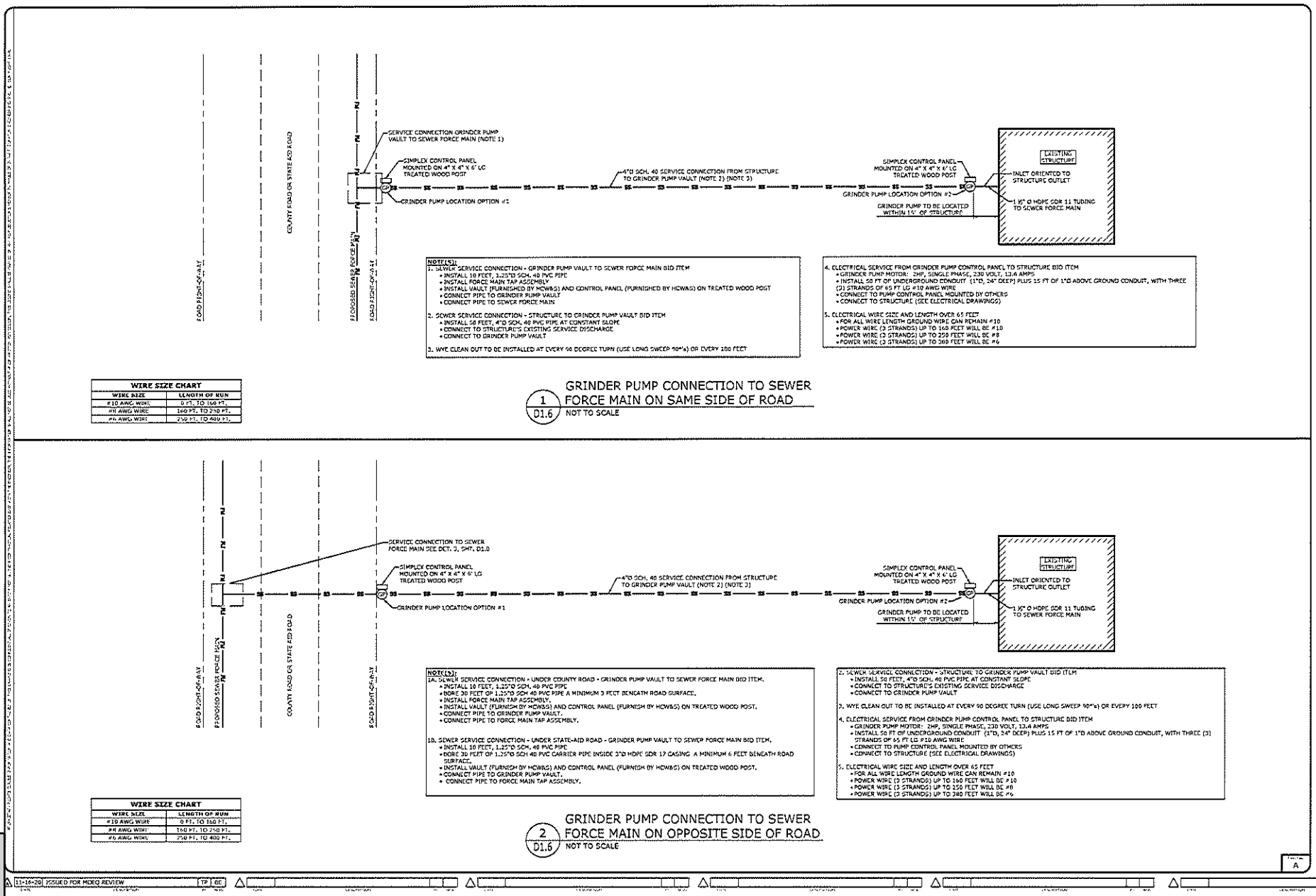
ROAD CROSSING DETAILS

SCALE: AS NOTED
JOB NO.: 220-023
DATE: --
DSGN.: B. ESCHER
DWG. BY: B. LADNER
CHK.: --
APP'D.: --

D1.5

JECTS\2020\220-023 - HCUA - Bayou LaCroix Road Sewer\Dwgs\Current Design\Concept-Design\D1.0-D1.6.dwg, D1.5, 11/19/2020 4:00:30 PM, brandi

Attachment: Hancock County ROW Permit Application 12-18-2020 (7702 : ROW Request from HCUA.)


SERVICE CONNECTION GRINDER PUMP VAULT TO SEWER FORCE MAIN (NOTE 1)
SIMPLEX CONTROL PANEL MOUNTED ON 4" X 4" X 6' LG TREATED WOOD POST
GRINDER PUMP LOCATION OPTION #1
4"Ø SCH. 40 SERVICE CONNECTION FROM STRUCTURE TO GRINDER PUMP VAULT (NOTE 2) (NOTE 3)
SIMPLEX CONTROL PANEL MOUNTED ON 4" X 4" X 6' LG TREATED WOOD POST
GRINDER PUMP LOCATION OPTION #2
GRINDER PUMP TO BE LOCATED WITHIN 15' OF STRUCTURE
EXISTING STRUCTURE
INLET ORIENTED TO STRUCTURE OUTLET
1 ½" Ø HDPE SDR 11 TUBING TO SEWER FORCE MAIN
COUNTY ROAD OR STATE AID ROAD
PROPOSED SEWER FORCE MAIN
ROAD RIGHT-OF-WAY
NOTE(S):
1. 24-HOUR SERVICE CONNECTION - GRINDER PUMP VAULT TO SEWER FORCE MAIN BID ITEM
• INSTALL 10 FEET, 1.25"Ø SCH. 40 PVC PIPE
• INSTALL FORCE MAIN TAP ASSEMBLY
• INSTALL VAULT (FURNISHED BY HCW&S) AND CONTROL PANEL (FURNISHED BY HCW&S) ON TREATED WOOD POST
• CONNECT PIPE TO GRINDER PUMP VAULT
• CONNECT PIPE TO SEWER FORCE MAIN
2. SEWER SERVICE CONNECTION - STRUCTURE TO GRINDER PUMP VAULT BID ITEM
• INSTALL 50 FEET, 4"Ø SCH. 40 PVC PIPE AT CONSTANT SLOPE
• CONNECT TO STRUCTURE'S EXISTING SERVICE DISCHARGE
• CONNECT TO GRINDER PUMP VAULT
3. WYE CLEAN OUT TO BE INSTALLED AT EVERY 90 DEGREE TURN (USE LONG SWEEP 90°'s) OR EVERY 100 FEET
4. ELECTRICAL SERVICE FROM GRINDER PUMP CONTROL PANEL TO STRUCTURE BID ITEM
• GRINDER PUMP MOTOR: 2HP, SINGLE PHASE, 230 VOLT, 13.4 AMPS
• INSTALL 50 FT OF UNDERGROUND CONDUIT (1"Ø, 24" DEEP) PLUS 15 FT OF 1"Ø ABOVE GROUND CONDUIT, WITH THREE (3) STRANDS OF 65 FT LG #10 AWG WIRE
• CONNECT TO PUMP CONTROL PANEL MOUNTED BY OTHERS
• CONNECT TO STRUCTURE (SEE ELECTRICAL DRAWINGS)
5. ELECTRICAL WIRE SIZE AND LENGTH OVER 65 FEET
• FOR ALL WIRE LENGTH GROUND WIRE CAN REMAIN #10
• POWER WIRE (3 STRANDS) UP TO 160 FEET WILL BE #10
• POWER WIRE (3 STRANDS) UP TO 250 FEET WILL BE #8
• POWER WIRE (3 STRANDS) UP TO 380 FEET WILL BE #6
WIRE SIZE CHART
WIRE SIZE | LENGTH OF RUN
#10 AWG WIRE | 0 FT. TO 160 FT.
#8 AWG WIRE | 160 FT. TO 250 FT.
#6 AWG WIRE | 250 FT. TO 400 FT.
1 D1.6 GRINDER PUMP CONNECTION TO SEWER FORCE MAIN ON SAME SIDE OF ROAD
NOT TO SCALE
SERVICE CONNECTION TO SEWER FORCE MAIN SEE DET. 3, SHT. D1.0
SIMPLEX CONTROL PANEL MOUNTED ON 4" X 4" X 6' LG TREATED WOOD POST
GRINDER PUMP LOCATION OPTION #1
4"Ø SCH. 40 SERVICE CONNECTION FROM STRUCTURE TO GRINDER PUMP VAULT (NOTE 2) (NOTE 3)
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GRINDER PUMP TO BE LOCATED WITHIN 15' OF STRUCTURE
EXISTING STRUCTURE
INLET ORIENTED TO STRUCTURE OUTLET
1 ½" Ø HDPE SDR 11 TUBING TO SEWER FORCE MAIN
COUNTY ROAD OR STATE AID ROAD
PROPOSED SEWER FORCE MAIN
ROAD RIGHT-OF-WAY
NOTE(S):
1A. SEWER SERVICE CONNECTION - UNDER COUNTY ROAD - GRINDER PUMP VAULT TO SEWER FORCE MAIN BID ITEM.
• INSTALL 10 FEET, 1.25"Ø SCH. 40 PVC PIPE
• BORE 30 FEET OF 1.25"Ø SCH 40 PVC PIPE A MINIMUM 3 FEET BENEATH ROAD SURFACE.
• INSTALL FORCE MAIN TAP ASSEMBLY.
• INSTALL VAULT (FURNISH BY HCW&S) AND CONTROL PANEL (FURNISH BY HCW&S) ON TREATED WOOD POST.
• CONNECT PIPE TO GRINDER PUMP VAULT.
• CONNECT PIPE TO FORCE MAIN TAP ASSEMBLY.
1B. SEWER SERVICE CONNECTION - UNDER STATE-AID ROAD - GRINDER PUMP VAULT TO SEWER FORCE MAIN BID ITEM.
• INSTALL 10 FEET, 1.25"Ø SCH. 40 PVC PIPE
• BORE 30 FEET OF 1.25"Ø SCH 40 PVC CARRIER PIPE INSIDE 2"Ø HDPE SDR 17 CASING A MINIMUM 6 FEET BENEATH ROAD SURFACE.
• INSTALL VAULT (FURNISH BY HCW&S) AND CONTROL PANEL (FURNISH BY HCW&S) ON TREATED WOOD POST.
• CONNECT PIPE TO GRINDER PUMP VAULT.
• CONNECT PIPE TO FORCE MAIN TAP ASSEMBLY.
2. SEWER SERVICE CONNECTION - STRUCTURE TO GRINDER PUMP VAULT BID ITEM
• INSTALL 50 FEET, 4"Ø SCH. 40 PVC PIPE AT CONSTANT SLOPE
• CONNECT TO STRUCTURE'S EXISTING SERVICE DISCHARGE
• CONNECT TO GRINDER PUMP VAULT
3. WYE CLEAN OUT TO BE INSTALLED AT EVERY 90 DEGREE TURN (USE LONG SWEEP 90°'s) OR EVERY 100 FEET
4. ELECTRICAL SERVICE FROM GRINDER PUMP CONTROL PANEL TO STRUCTURE BID ITEM
• GRINDER PUMP MOTOR: 2HP, SINGLE PHASE, 230 VOLT, 13.4 AMPS
• INSTALL 50 FT OF UNDERGROUND CONDUIT (1"Ø, 24" DEEP) PLUS 15 FT OF 1"Ø ABOVE GROUND CONDUIT, WITH THREE (3) STRANDS OF 65 FT LG #10 AWG WIRE
• CONNECT TO PUMP CONTROL PANEL MOUNTED BY OTHERS
• CONNECT TO STRUCTURE (SEE ELECTRICAL DRAWINGS)
5. ELECTRICAL WIRE SIZE AND LENGTH OVER 65 FEET
• FOR ALL WIRE LENGTH GROUND WIRE CAN REMAIN #10
• POWER WIRE (3 STRANDS) UP TO 160 FEET WILL BE #10
• POWER WIRE (3 STRANDS) UP TO 250 FEET WILL BE #8
• POWER WIRE (3 STRANDS) UP TO 380 FEET WILL BE #6
WIRE SIZE CHART
WIRE SIZE | LENGTH OF RUN
#10 AWG WIRE | 0 FT. TO 160 FT.
#8 AWG WIRE | 160 FT. TO 250 FT.
#6 AWG WIRE | 250 FT. TO 400 FT.
2 D1.6 GRINDER PUMP CONNECTION TO SEWER FORCE MAIN ON OPPOSITE SIDE OF ROAD
NOT TO SCALE
11-16-20 ISSUED FOR MDEQ REVIEW TP BE
COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES
PASCAGOULA • BILOXI • BAY ST. LOUIS
228-762-3370 228-432-2133 228-467-2770
www.comptonengineering.com
HANCOCK COUNTY UTILITY AUTHORITY
BAYOU LA CROIX SEWER PROJECT
GRINDER PUMP CONNECTION TO TRANSMISSION LINE DETAILS
SCALE: AS NOTED
JOB NO.: 226-023
DATE: --
DSGN.: B. ESCHER
DWG. BY: B. LAGNER
CHK.: --
APP'D.: --
D1.6
A
PROJECTS\2020\220-023 - HCUA - Bayou LaCroix Rod Sewer\Dwgs\Current Dwgs\Design\D1.0-D1.6.dwg, D1.6, 11/19/2020 4:00:32 PM, brent
Packet Pg. 464
7.F.6.a
Attachment: Hancock County ROW Permit Application 12-18-2020 (7702 : ROW Request from HCUA.)

PETITION TO NAME OR RE-NAME DESIGNATED ROAD
HANCOCK COUNTY E-911 ADDRESSING OFFICE

We, the undersigned land owners, petition to name a road not presently named to:
Ladners Lane

or change the road presently named: _____

To: _____.

The road is in Section: 18 Township: 5 Range: 14 District: 3 and located on Hancock County Tax Parcel Number 014-0-18-036.000 plus others

This will be/is a Public or Private Road. (Circle One)

The foregoing request has been examined by the Hancock County E-911 Addressing Office and it finds that the petition does not conflict with the E-911 Addressing System presently in use.

E-911 Coordinator: Michelle K. Cuevas

SIGNATURES OF ALL REQUIRED PROPERTY OWNERS (If a parcel of property is accessible by the designated road in any way it is then required that the property owner sign the petition)

PRINTED NAME	SIGNATURE	ADDRESS	TAX PARCEL NUMBER	DATE
Joseph Ladner			014-018-036.000	
Pernell Ladner	Life Estate		014-0-19-008.000	
Joseph Ladner			014-0-20-013.003	
			014-0-19-003.001	
			014-0-19-003.000	
Sharon Ladner			014-0-19-002.000	
			014-0-19-001.000	

* see attached for signatures. She was given an old petition by the road dept

* Please note that ALL addresses that are current will change. Upon approval of this petition by the Hancock County Board of Supervisors a new address number and road name will be issued by the E-911 Addressing Office. It is the responsibility of the occupant to make all necessary changes with their address to ensure the accuracy of the address for E-911 purposes.

Approved by the Hancock County Board of Supervisors at _____ meeting.

CONTACT FOR PETITION Sharon Ladner 228-216-7469

Form Rev. January 5, 2017

Attachment: Ladners Lane private_20210210 (7712 : Ladners Lane private road.)



DISCLAIMER: Any user of this map product accepts its faults and assumes all responsibility for the use thereof, and further agrees to hold Hancock County harmless from and against any damage, loss or liability arising from any use of the map product. Users are cautioned to consider carefully the provisional nature of the maps and data before using it for decisions that concern personal or public safety or the conduct of business that involves monetary or operational consequences. Conclusions drawn from, or actions undertaken, on the basis of such maps and data, are the sole responsibility of the user.

February 8, 2021

1 inch = 300 feet

0 160 320 480 640 Feet

Hancock County Board Of Supervisors

Petition To Name Or Re-Name Designated Road

We the undersigned, petition to name a road not presently named, or changed the road presently named: _____
To: LADNER'S LANE.

The road is located in Section: 18 Township: 5 Range: 14W District: _____
located on Hancock County Tax Parcel Number: 014-0-18-036.000.

This will be a Public or Private Road.
(Circle one of the above)

The foregoing request has been examined by the Hancock County E-911 Addressing Office: The Board of Supervisors find that the petition does or does not conflict with the E-911 System presently in operation.

Reason of Conflict: _____
_____

E-911 Coordinator: _____

E-911 Deputy Clerk: _____

Signatures of all property owners and residents:

Lynette L Rust
Julie A Ladner
Virgie E. Ladner
[illegible]
Victoria Ladner
Joseph W Ladner II
Donna R Ladner

Joseph W. Ladner
Sharon A Ladner
Stacy Gollott
Brenda Cuevas
Parnell Ladner

Approved, Denied, or Pending Date: _____
(Circle one of the above)

Comments:
Info on revised petition for parcel numbers. This is for purpose of signatures only

Sharon Ladner
228-216-7469

Toby's Lane

Attachment: Ladners Lane private_20210210162830 (7712 : Ladners Lane private road.)

DATE: 2-10-21

TO WHOM IT MAY CONCERN:

I, Dylan Heed TURN IN MY RESIGNATION OF EMPLOYMENT WITH THE HANCOCK COUNTY ROAD MAINTENANCE DEPARTMENT, EFFECTIVE 2/8/21.

Dylan Heed
EMPLOYEE SIGNATURE

Macy Ladner
FOREMAN SIGNATURE

Attachment: Dylan Head resignation_20210210162528 (7713 : Dylan Head resignation.)

Road Department Foreman Position

Location : South Barn 6284 Lower Bay Rd.

Requirements :

- Knowledge of road, bridge, and sign work
- Leadership abilities
- Computer skills
- Ability to manage paperwork
- Public communication skills
- Self motivated and strong work ethic

Examples of work duties:

- Maintain and manage supplies such as bulk material
- Must be able to assign employees daily work operations
- Prioritize and organize work orders and daily activities
- Ability lift heavy objects, stoop, kneel, crouch etc.
- Ability to speak with residents in a professional manner
- Will be responsible for keeping time sheets
- Keeping track of and turning in paperwork such as work orders, time sheets, invoices, etc
- Must be able to be on call 24 hrs a day 7 days a week
- Must have knowledge of equipment maintenance

Apply at the North Hancock County Maintenance Department located at 18382 HWY 43 Kiln, Ms 39556

Attachment: foreman position_20210211110204 (7714 : Foreman position opening in Road Department.)

Can't Be Beat Fence
Since 1982
Mississippi Gulf Coast

Estimate

DATE	ESTIMATE #
2/4/2021	13143

2204 Hwy 53
Perkinston MS 39573

228.255.9040 (phone)
228.255.5828 (fax)

sales@cantbebeatfence.com

Estimate For:

Hancock County Animal Shelter
Project: 8ft high wood fence

PROJECT
Hancock County Animal Shelter

DESCRIPTION	QTY	COST	TOTAL
Furnish and install 8ft high treated pine wood privacy fence, with 4" x 4" post set in concrete, (4) 2" x 4" hortizontal runner and 1" x 6" x 8' dog eared boards.	150	22.50	3,375.00T
no taxes due		0.00	0.00
All labor and material included.		**TOTAL**	$3,375.00

Attachment: privacy fence prices_20210210162713 (7711 : Discussion: privacy fence at Animal Shelter.)

*** QUOTE *** Page 1

COASTAL HARDWARE &RENTAL CO INC
16320 HWY 603
KILN,MS 39556
228-586-1379

Bill To:
Customer # 902
FINANCE BOOKEEPING DEPT
HANCOCK COUNTY
854 HIGHWAY 90 SUITE A
BAY ST LOUIS, MS 39520

Date: 02/10/2021 Time: 09:26:23 AM - Transaction#: B20357374
Associate: GEORGE

Qty	Description / ProductCode	Unit / Note	Price	Tax	Extended
20.00	4X4X10 TREATED 4X4X10#2TREATED SKU# 44102	EACH	$22.99	N	$459.80
327.00	D/E FENCE BOARD 1X6X6 D/E FENCE SKU# 1661DE	EACH	$2.421	N (Reg Price $2.69)	$791.67
30.00	2X4X16 TREATED 2X4X16#2TREATED SKU# 24162P	EACH	$19.611	N (Reg Price $21.79)	$588.33
2.00	5LB 3-1/2 STAR EXT SCREW 009326209302 SKU# 763103	BOX	$22.491	N (Reg Price $24.99)	$44.98

Subtotal: $1,884.78

TAX EXEMPT
TOTAL: $1,884.78

OPEN MON-FRI 8AM-6PM SAT 8AM-5PM
THANKS FOR SHOPPING WITH US
HAVE A NICE DAY

Labor

2 men @ 25.00 ~~x 40~~ = 50 per x 40 hr = 2000

2000.00
TOTAL → 3,884.78

IN HOUSE

Attachment: privacy fence prices_20210210162713 (7711 : Discussion: privacy fence at Animal Shelter.)

BOATING ACCESS GRANT
FINAL REPORT



BAYOU TALLA BOATERS ACCESS PROJECT
MISSISSIPPI TIDELANDS PUBLIC TRUST FUND PROJECT
FINAL REPORT FOR
MS-F-F19AF00463/FY19-P610-11

Attachment: Bayou Talla Boat Launch Final Report (7671 : Boater's Access Final Report for Bayou Talla Boat Launch.)

MS-F-F19AF00463/FY19-P610-11 – Bayou Talla Boat Launch

January 28, 2021

Project Objective:

Overtime as recreational and fishing boat sizes have increased Hancock County found that the ramp was not long enough to accommodate longer boat trailers, especially when water levels drop. This launch greatly needed dock renovations and a launch extension in order to continue to enable safe use to the public. The county proposed to eliminate the deep incline and extend the launch for safer loading and unloading of watercraft, replace the existing dock for safer public use and add ADA accessible sidewalks and ramps to the launch and pier.

The objective of this replacement was to improve public access along Bayou Talla and the Jordan River and reduce the safety hazards for launching and loading of watercraft. The removal of the substandard launch will allow the boating public to launch safely while allowing opportunities for persons with disabilities to enjoy boating by accessing the new boat launch via the new ADA ramp and piers. The project is located in Hancock County at the end of Commanche Street in Kiln, Mississippi.

Project Accomplishments:

This project provided an extended boat launch with upgraded features consisting of: concrete bulkhead dock, completed with vinyl sheet walls, safer decking for guests to launch and/or moor temporarily with appropriate ADA sidewalks and pathways. An ADA parking space will now provide people with disabilities easier and closer access to the dock, where they can properly access their watercraft.

Solar lighting was implemented along the dock to provide better visibility for early morning or late evening use of the docks or boat launch. To further improve access from a boat when the tide is low, an 80" x 10' floating dock with pipe supports was installed. A 15' gangway attaches from the wooden dock to the floating dock for convenient access.

The extended boat launch is now providing our residents and visitors a safer and easier launching or fishing experience.

Important Milestones Relating to This Project:

- April and May obtained Grant Awards.
- Hired Engineer in May 2019.
- Awarded Construction Contract in November of 2019.
- DMR's Certificate of Waiver issued in November of 2019.
- ACOE Permit Received in February of 2020.

Attachment: Bayou Talla Boat Launch Final Report (7671 : Boater's Access Final Report for Bayou Talla Boat Launch.)

- The engineers hosted the Pre-Construction Conference in February of 2020.
- Started Construction in March 2020.
- The contractor experienced delays in ordering materials due to Covid-19 until July 2020.
- The stop-work took place from July 1-September 1 of 2020.
- The contractor demobilized and mobilized equipment and material five times due to Hurricanes in August (Marco and Laura), September (Sally), and October (Delta and Zeta) in 2020.
- The contractor completed the installation of vinyl walls in September of 2020.
- Completed excavation of launch site, poured concrete for launch October of 2020.
- Prepared parking area, install dock framing, and begin forming sidewalks in October of 2020.
- Formed and poured concrete for parking area, installed decking, installed solar lighting at docks November of 2020.
- The contractor requested a $32,500 change to recoup costs from each storm's demobilization and mobilization in November of 2020.
- In December, the contractor surveyed work and finalized the installation of 16' bulkhead.
- The engineer requested a change order of $5,100 in December for additional construction phase services due to delays caused by multiple storm events, and DMR shut down.
- To improve access to docks from a boat when the tide is low, the engineer requested a second change-order of $7,215 to install an 80" X10' floating dock with pipe supports and install a 15' gangway to attach from the wooden dock to the floating dock.
- Completion Date December 21, 2020.

Attachment: Bayou Talla Boat Launch Final Report (7671 : Boater's Access Final Report for Bayou Talla Boat Launch.)

Project Budget Analysis:

Bayou Talla Boat Launch Imp.								Tidelands Funds	Boater's Access Funds
LINE ITEM-FY15-	Invoice Date	INVOICE NO	INVOICED AMOUNT	PAYEE	CHECK DATE	CHECK NO	AMOUNT	$ 162,544.19	$ 190,468.31
Preliminary Engineering (PE)	6/30/2019	219-076.005-1	$ 9,075.00	Compton Eng.	8/5/2019	76460	$ 9,075.00	2,268.75	6,806.25
PE	7/31/2019	219-076.005-2	$ 7,600.00	Compton Eng.	9/3/2019	77254	$ 7,600.00	1,900.00	5,700.00
PE	9/30/2019	219-076.005-3	$ 2,975.00	Compton Eng.	11/4/2019	78575	$ 2,975.00	743.75	2,231.25
PE	10/31/2019	219-076.005-4	$ 1,250.00	Compton Eng.	12/2/2019	79208	$ 1,250.00	312.50	937.50
PE	11/30/2019	219-076.005-5	$ 1,500.00	Compton Eng.	1/6/2020	79751	$ 1,500.00	375.00	1,125.00
PE	1/31/2020	219-076.005-6	$ 1,600.00	Compton Eng.	3/2/2020	80664	$ 400.00	400.00	
Construction Engineering. (CE)				Compton Eng.	3/2/2020	80665	$ 1,200.00		1,200.00
CE	3/20/2020	219-076.005-7	$ 800.00	Compton Eng.	4/6/2020	81381	$ 800.00	$ 200.00	$ 600.00
Construction	4/24/2020	Pay App. 1	$ 53,293.94	Black Diamond Const.	5/4/2020	81846	$ 13,323.49	$ 13,323.49	
				Black Diamond Const.	5/4/2020	81847	$ 39,970.46		$ 39,970.46
Construction	5/22/2020	Pay App. 2	$ 38,560.00	Black Diamond Const.	6/1/2020	82173	$ 9,640.00	$ 9,640.00	
	5/27/2020			Black Diamond Const.	6/1/2020	82174	$ 28,920.00		$ 28,920.00
CE	3/31/2020	219-076.005-8	$ 800.00	Compton Eng.	5/4/2020	81889	$ 200.00	$ 200.00	
				Compton Eng.			$ 600.00		$ 600.00
CE	5/15/2020	219-076.005-9	$ 800.00	Compton Eng.	6/1/2020	82224	$ 200.00	$ 200.00	
				Compton Eng.			$ 600.00		$ 600.00
CE	5/31/2020	219-076.005-10	$ 3,200.00	Compton Eng.	7/6/2020	82707	$ 800.00	$ 800.00	
						82708	$ 2,400.00		$ 2,400.00
Construction	6/20/2020	Pay App. 3	$ 66,540.00	Black Diamond Const.	7/6/2020	82645	$ 16,635.00	$ 16,635.00	
						82644	$ 49,905.00		$ 49,905.00
CE	6/30/2020	219-076.005-11	$ 3,200.00	Compton Eng.	8/3/2020	83227	$ 800.00	$ 800.00	
						83226	$ 2,400.00		$ 2,400.00
CE	7/30/2020	219-076.005-12	$ 800.00	Compton Eng.	9/8/2020	83758	$ 600.00	$ 200.00	
						83757	$ 200.00		$ 600.00
	8/31/2020	219-076.005-13	$ 800.00	Compton Eng.	9/21/2020	84339	$ 200.00	$ 200.00	
							$ 600.00		$ 600.00
Construction	10/26/2020	Pay App 4	$ 56,497.96	Black Diamond Const.	11/16/2020		$ 14,124.49	$ 14,124.49	
							$ 42,373.47		42,373.47
CE	10/31/2020	219-076.005-14	$ 2,400.00	Compton Eng.	12/7/2020	90798	$ 600.00	$ 600.00	
							$ 1,800.00		$ 1,800.00
Construction	11/23/2020	Pay App 5	$ 32,765.50	Black Diamond Const.	12/7/2020	90753	$ 31,066.12	$ 31,066.12	
							$ 1,699.38		$ 1,699.38
CE	11/30/2020	219-076.005-15	$ 2,400.00	CE	1/4/2021	91380	$ 2,400.00	$ 2,400.00	
Construction	12/16/2020	Pay App 6	$ 41,332.60	Black Diamond Const.	1/4/2021	91357	$ 41,332.60	$ 41,332.60	
CE	12/31/2021	219-076.005-16	$ 2,990.00	Compton Eng.	2/1/2021		$ 2,990.00	2,990.00	
		Total Invoiced	$ 331,180.00			Total Paid	$ 331,180.01	$ 140,711.70	$ 190,468.31

Attachment: Bayou Talla Boat Launch Final Report (7671 : Boater's Access Final Report for Bayou Talla Boat Launch.)



Attachment: Bayou Talla Boat Launch Final Report (7671 : Boater's Access Final Report for Bayou Talla Boat Launch.)





Attachment: Bayou Talla Boat Launch Final Report (7671 : Boater's Access Final Report for Bayou Talla Boat Launch.)

Theresa Ryan
District 1

Greg Shaw
District 2
Vice President

Kodie Koenenn
District 3

BOARD OF SUPERVISORS

Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520
Telephone (228) 467-0172
Fax (228) 466-5994

Scotty Adam
District 4
President

Darrin "Bo" Ladner
District 5

Gary Yarborough, Jr
Board Attorney

January 28, 2020

MS Department of Marine Resources
1141 Bayview Avenue, Ste 101
Biloxi, MS 39530

Re: Federal Grant MS-F-F19AF00463/FY19-P610-11, Bayou Talla Boat Launch

Final Report 12/31/2020

1. Awarded Construction Contract in November of 2019.
2. DMR's Certificate of Waiver issued in November of 2019.
3. ACOE Permit Received in February of 2020.
4. The engineers hosted the Pre-Construction Conference in February of 2020.
5. Started Construction in March 2020.
6. The contractor experienced delays in ordering materials due to Covid 19 until July 2020.
7. The stop-work took place from July 1-September 1 of 2020.
8. The contractor demobilized and mobilized equipment and material five times due to Hurricanes in August (Marco and Laura), September (Sally), and October (Delta and Zeta) in 2020.
9. The contractor completed the installation of vinyl walls in September of 2020.
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11. Prepared parking area, install dock framing, and begin forming sidewalks in October of 2020.
12. Formed and poured concrete for parking area, installed decking, installed solar lighting at docks November of 2020.
13. The contractor requested a $32,500 change to recoup costs from each storm's demobilization and mobilization in November of 2020.
14. In December, the contractor surveyed work and finalized the installation of 16' vinyl sheet pile bulkhead.
15. The engineer requested a change order of $5,100 in December for additional construction phase services due to delays caused by multiple storm events, and DMR shut down.
16. To improve access to docks from a boat when the tide is low, the engineer requested a second change-order of $7,215 to install an 80" X10' floating dock with pipe supports and install a 15' gangway to attach from the wooden dock to the floating dock.

Attachment: Bayou Talla Boat Launch Final Report (7671 : Boater's Access Final Report for Bayou Talla Boat Launch.)

All invoices received through December 31, 2020 have been submitted and we believe that activities performed are pursuant to the Sub-Grant. Please contact me if you need any further information.

Sincerely,

Maureen Anderson, Grant Administrator
854 Highway 90, Ste A
Bay St. Louis, MS 39520
228-467-0172
Maureen.anderson@co.hancock.ms.us

Attachment: Bayou Talla Boat Launch Final Report (7671 : Boater's Access Final Report for Bayou Talla Boat Launch.)

Quoted By:	David Regnery
Date:	6/24/2020
Quote Expiration:	3/31/2021
Quote Name:	Hancock County-ERP-Munis 72 Hours
Quote Number:	2020-112152
Quote Description:	72 Hours Training

Sales Quotation For

Hancock County
242 Main St
Bay St Louis, MS 39520
Phone +1 (601) 467-5404

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Implementation hours	72	$120.00	$0.00	$8,640.00
TOTAL:				**$8,640.00**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$8,640.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$8,640.00**	**$0.00**
Contract Total	**$8,640.00**	

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.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

Attachment: Hancock County, AL 72 Hrs. Imp (7678 : Amendment to Tyler Technologies Software Agreement.)

All primary values quoted in US Dollars

Attachment: Hancock County, AL 72 Hrs. Imp (7678 : Amendment to Tyler Technologies Software Agreement.)

tyler technologies

Quoted By:	David Regnery
Date:	6/24/2020
Quote Expiration:	3/31/2021
Quote Name:	Hancock County-ERP-Munis 72 Hours
Quote Number:	2020-112152
Quote Description:	72 Hours Training

Sales Quotation For

Hancock County
242 Main St
Bay St Louis, MS 39520
Phone +1 (601) 467-5404

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Implementation hours	72	$120.00	$0.00	$8,640.00
TOTAL:				**$8,640.00**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$8,640.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$8,640.00**	**$0.00**
Contract Total	**$8,640.00**	

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.

Customer Approval: Scott Ade Date: 2/17/2021

Print Name: Scotty Ade P.O. #:

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attachment: 20210217 - Tyler Technologies Contract Amendment - signed (7678 : Amendment to Tyler

PHILIP'S PEST CONTROL
MOSQUITO DIVISION
18516 OLD JOE MORAN ROAD
KILN, MS 39556
PHONE: 228-493-3700

February 3, 2021

Board of Supervisors
854 Hwy 90
Bay St Louis, MS 39520

RE: Monthly Report: January 2021

Philip's Pest Control Mosquito Division performed the services of mosquito control for the month of January 2021 in Hancock County, MS. Please see attached document for a complete monthly report.

Sincerely,

Alan Moran
Manager

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

Monthly Activity Recap -January 1-31 2021
Hancock County
YEAR TO DATE: BEGINNING NOVEMBER 9 2020

ADULTICIDING REPORT

	# OF NIGHTS	TRUCK MILES	SPRAYED ACERAGE TREATED
THIS MONTH	3	285	10,260.00
LAST MONTH	5	1012	36,432.00
YEAR- TO-DATE	16	1858	66,888.00

LARVICIDING REPORT

	COMMENTS	MILES TREATED FOR STANDING WATER
THIS MONTH	BIOLARVICIDE TREATMENT	0
LAST MONTH	BIOLARVICIDE TREATMENT	0
YEAR-TO-DATE	BIOLARVICIDE TREATMENT	0

SERVICING REQUESTS RECEIVED

	ADULTICIDING	LARVICIDING
THIS MONTH	0	0
LAST MONTH	1	0
YEAR-TO-DATE	13	0

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

ADULT MOSQUITO INDEX
HANCOCK COUNTY
MONTH: JANUARY 2021

COMMENTS: * STATE ONLY REQUIRES TRAPPING MARCH - OCTOBER

	GRAVID TRAPS		LIGHT TRAPS	
TRAP LOCATION	# TRAP DAYS PER WEEK	MONTH TOTAL	# TRAP NIGHTS PER WEEK	MONTH TOTAL
PEARLINGTON	0	0	0	0
PORT BIENVILLE	0	0	0	0
LAKESHORE/BAYOU CADDY	0	0	0	0
BAYSIDE PARK	0	0	0	0
CLERMONT HARBOR	0	0	0	0
WAV AVE/ SOUTH 90/ NICHOLSON	0	0	0	0
SHORELINE PARK	0	0	0	0
BSL/ WAV/ NICHOLSON/ 90 SOUTH	0	0	0	0
N BAY ST LOUIS/ CEDAR POINT	0	0	0	0
N BAY ST LOUIS/ I-10	0	0	0	0
S DIAMONDHEAD	0	0	0	0
N DIAMONDHEAD	0	0	0	0
KILN DELISLE SOUTH/ KILN WEST	0	0	0	0
KILN	0	0	0	0
ROCKY HILL	0	0	0	0
DEDEAUX/ STANDARD	0	0	0	0
SELLERS/CRANE CREEK	0	0	0	0
ANNER/ CEASER	0	0	0	0
NECAISE/WHITE CYPRESS LAKES	0	0	0	0
LEETOWN/ BENVILLE	0	0	0	0
BAYOU BACON	0	0	0	0
FLAT TOP	0	0	0	0

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

NEW JERSEY LIGHT TRAP & GRAVID TRAP DATA

HANCOCK COUNTY

MONTH OF JANUARY 2021

COMMENTS: * STATE ONLY REQUIRES TRAPPING MARCH - OCTOBER

LIGHT TRAP LOCATIONS		Total	AEDES				PSORO		ANDES		CULEX			CULI	COQ	other
			SOL	ALB	VEX	TAEN	COL	HOW	QUAD	CRUC	REST	ERRAT	SAL	INOR	PERT	
PEARLINGTON	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 1	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PORT BIENVILLE	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 2	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LAKESHORE/BAYOU CADDY	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 3	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BAYSIDE PARK	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 4	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CLERMONT HARBOR	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 5	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WAVELAND	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 6	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SHORELINE PARK	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 7	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
S BAY ST LOUS	M	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 8	F	8	7	0	0	0	0	0	0	0	1	0	0	0	0	0
N BAY ST LOUIS/ CEDAR POINT	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 9	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
N BAY ST LOUIS/ I-10	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 10	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
S DIAMONDHEAD	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 11	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
N DIAMONDHEAD	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 12	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
KILN DELISLE SOUTH/ KILN WEST	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 13	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ROCKY HILL	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 14	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
KILN	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 15	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DEDEAUX/ STANDARD	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 16	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SELLERS/CRANE CREEK	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 17	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ANNER/ CEASER	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 18	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NECAISE/WHITE CYPRESS LAKES	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 19	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LEETOWN/ BENVILLE	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 20	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BAYOU BACON	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 21	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FLAT TOP	M	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZONE 22	F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	M	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	F	8	7	0	0	0	0	0	0	0	1	0	0	0	0	0

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PHILIP'S PEST CONTROL
MOSQUITO DIVISION
18516 OLD JOE MORAN ROAD
KILN, MS 39556
PHONE: 228-493-3700

January 12, 2021

Board of Supervisors President
854 Hwy 90
Bay St Louis, MS 39520

RE: Weekly Report: January 1-9, 2021

Philip's Pest Control Mosquito Division performed the services of mosquito control for the week of January 9-21 2021 in Hancock County, MS. Please see attached document for a complete weekly report.

Trapping will not be included in this report due to trapping only being performed March—October each year. Larviciding is minimal due to cold weather conditions.

Breeding sites are not attached due to mosquito season being March –October each year.

Sincerely,

Alan Moran
Manager

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

PHILIP'S PEST CONTROL
MOSQUITO DIVISION
18516 OLD JOE MORAN ROAD
KILN, MS 39556

WEEKLY REPORT RECAP JANUARY 1-9 2021

ADULTICIDING REPORT

Miles Sprayed— 86

Acerage Treated— 3096

LARVICIDING REPORT

Miles treated for standing water—0

SERVICE REQUEST RECEIVED

Adulticiding— 0

Larviciding _ 0

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PHILIP'S PEST CONTROL
MOSQUITO DIVISION
18516 OLD JOE MORAN ROAD
KILN, MS 39556

DROPLET TEST

WEEK OF JANUARY 1, 2021 TO JANUARY 9, 2021

PERFORMED JANUARY 4, 2021

RESULTS: less than a quart per min which is sufficient to correct amount to spray for mosquito control.

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

Activity Detail Report »

Selected Vehicle: 10

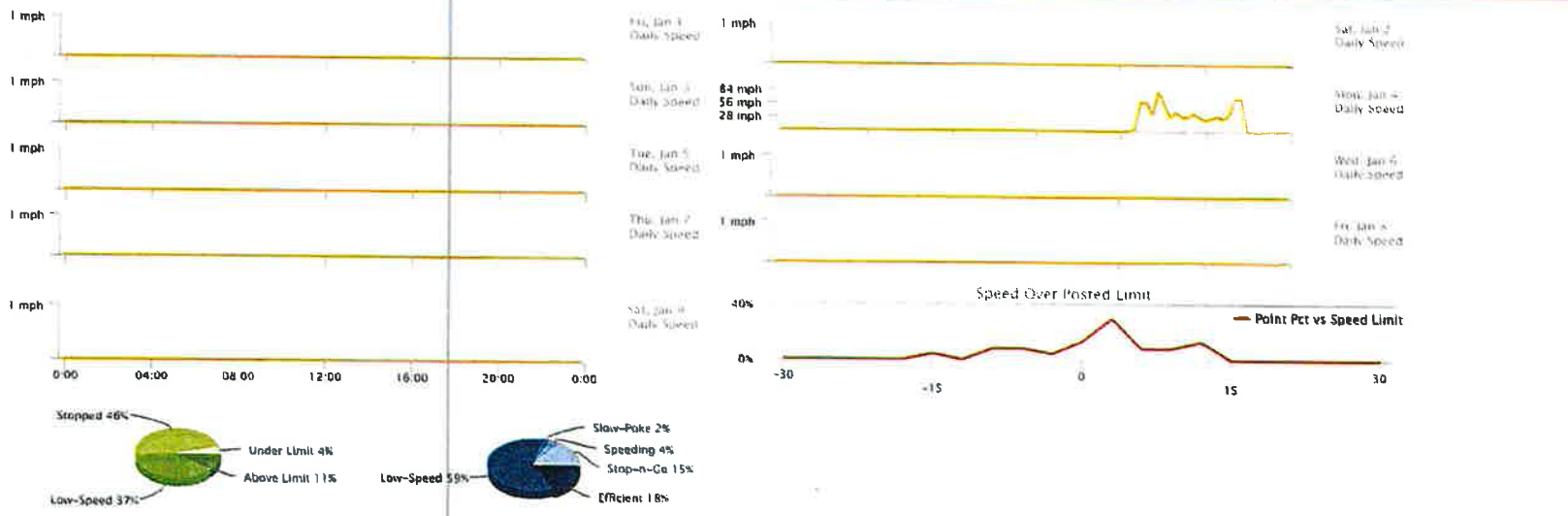
Mon Jan 4, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude
Max Speed			84 mph											

* Distance is accumulated daily
* Odometer values are on the spreadsheet export.
* Only the closest landmark is shown.
* Landmarks over 3.8 miles wide have been excluded.
* Run Time is based on Total GPS Device Hours.

Speed Graphs »

show/hide



Low-Speed: inst-speed is under 15 mph | No Address: address or speed-limit unknown | Efficient: inst-speed within 10 mph of speed-limit | Stop-n-Go: zero inst-speed and nonzero max-speed | Speeding: inst-speed more than 10 mph over speed-limit | Slow-Poke: inst-speed between 15 mph and 10 mph under limit

Activity Detail Report »

Selected Vehicle: 10

Fri Jan 1, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:25:43 AM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	12.52v	12,302 min	30.43908	-89.41445	18403 Joe Moran Rd, Kiln, MS
10:25:41 PM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	12.49v	12,302 min	30.43908	-89.41445	18403 Joe Moran Rd, Kiln, MS

Activity Detail Report »

Selected Vehicle: 10

Mon Jan 4, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude
10:25:39 AM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	12.43v	12,302 min	30.43908	-89.41445
10:25:39 PM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	12.43v	12,302 min	30.43908	-89.41445

Mon Jan 4, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:25:37 AM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	12.43v	12,302 min	30.43908	-89.41445	18403 Joe Moran Rd, Kiln, MS
4:36:18 PM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.96v	12,302 min	30.43908	-89.41445	18403 Joe Moran Rd, Kiln, MS
4:38:17 PM	On		4 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.26v	12,304 min	30.43908	-89.41445	18403 Joe Moran Rd, Kiln, MS
4:40:17 PM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.17v	12,306 min	30.43908	-89.41445	18403 Joe Moran Rd, Kiln, MS
4:42:10 PM		Idling - OBD	0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.23v	12,306 min	30.43922	-89.41453	18403 Joe Moran Rd, Kiln, MS
4:42:17 PM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.20v	12,308 min	30.43922	-89.41453	18403 Joe Moran Rd, Kiln, MS
4:44:17 PM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.26v	12,310 min	30.43922	-89.41453	18403 Joe Moran Rd, Kiln, MS
4:46:17 PM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.23v	12,312 min	30.43922	-89.41453	18403 Joe Moran Rd, Kiln, MS
4:47:10 PM		Idling - OBD	0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.23v	12,312 min	30.43922	-89.41453	18403 Joe Moran Rd, Kiln, MS
4:48:17 PM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.26v	12,314 min	30.43922	-89.41453	18403 Joe Moran Rd, Kiln, MS
4:50:17 PM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.23v	12,316 min	30.43922	-89.41453	18403 Joe Moran Rd, Kiln, MS
4:52:10 PM		Idling - OBD	0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.23v	12,316 min	30.43922	-89.41453	18403 Joe Moran Rd, Kiln, MS
4:52:17 PM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.20v	12,318 min	30.43922	-89.41453	18403 Joe Moran Rd, Kiln, MS
4:54:17 PM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.23v	12,320 min	30.43922	-89.41453	18403 Joe Moran Rd, Kiln, MS
4:56:17 PM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.26v	12,322 min	30.43922	-89.41453	18403 Joe Moran Rd, Kiln, MS
4:57:10 PM		Idling - OBD	0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.23v	12,322 min	30.43922	-89.41453	18403 Joe Moran Rd, Kiln, MS
4:58:17 PM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,328.0	14.17v	12,324 min	30.43922	-89.41453	18403 Joe Moran Rd, Kiln, MS
5:00:17 PM	On		5 mph	0 mph	0 mph SE	-	0.645 g	0.327 g	0.1 mi.	97,328.1	13.65v	12,326 min	30.43906	-89.41450	18403 Joe Moran Rd, Kiln, MS
5:02:17 PM	On		9 mph	1 mph	0 mph S	-	0.894 g	0.429 g	0.1 mi.	97,328.1	14.23v	12,328 min	30.43855	-89.41444	18403 Joe Moran Rd, Kiln, MS
5:04:17 PM	On		5 mph	1 mph	4 mph SW	-	0.747 g	0.045 g	0.1 mi.	97,328.1	14.35v	12,330 min	30.43821	-89.41445	Joe Moran Rd, Kiln, MS
5:06:17 PM	On		36 mph	25 mph	34 mph NE	-	0.714 g	0.461 g	0.9 mi.	97,328.9	14.17v	12,332 min	30.44554	-89.40736	Joe Moran Rd, Kiln, MS
5:08:16 PM	On		60 mph	48 mph	60 mph NE	-	0.294 g	0.294 g	2.6 mi.	97,330.6	14.17v	12,334 min	30.45309	-89.38310	Firetower Rd, Kiln, MS
5:10:16 PM	On		60 mph	48 mph	53 mph S	-	0.237 g	0.224 g	4.1 mi.	97,332.1	14.14v	12,336 min	30.45422	-89.37233	Fenton Dedeaux Rd, Kiln, MS
5:12:16 PM	On		57 mph	51 mph	49 mph S	-	0.224 g	0.216 g	5.8 mi.	97,333.8	13.80v	12,338 min	30.43001	-89.36921	17359 Fenton Dedeaux Rd, Kiln, MS
5:14:16 PM	On		52 mph	26 mph	9 mph W	-	1.041 g	0.486 g	6.7 mi.	97,334.7	14.17v	12,340 min	30.41786	-89.36741	Road 504, Kiln, MS
5:16:16 PM	On		9 mph	3 mph	0 mph S	-	0.171 g	0.327 g	6.8 mi.	97,334.8	13.58v	12,342 min	30.41696	-89.36806	17150 Road 504, Kiln, MS
5:18:16 PM	On		0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	6.8 mi.	97,334.8	14.17v	12,344 min	30.41688	-89.36811	Road 504, Kiln, MS
5:20:14 PM		Idling - OBD	0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	6.8 mi.	97,334.8	13.59v	12,344 min	30.41688	-89.36811	Road 504, Kiln, MS
5:20:16 PM	On		0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	6.8 mi.	97,334.8	13.59v	12,346 min	30.41688	-89.36811	Road 504, Kiln, MS
5:22:16 PM	On		0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	6.8 mi.	97,334.8	14.20v	12,348 min	30.41688	-89.36811	Road 504, Kiln, MS
5:24:16 PM	On		0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	6.8 mi.	97,334.8	13.59v	12,350 min	30.41688	-89.36811	Road 504, Kiln, MS
5:25:14 PM		Idling - OBD	0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	6.8 mi.	97,334.8	14.04v	12,350 min	30.41688	-89.36811	Road 504, Kiln, MS
5:26:16 PM	On		0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	6.8 mi.	97,334.8	14.01v	12,352 min	30.41688	-89.36811	Road 504, Kiln, MS
5:28:16 PM	On		0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	6.8 mi.	97,334.8	13.62v	12,354 min	30.41688	-89.36811	Road 504, Kiln, MS
5:30:14 PM		Idling - OBD	0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	6.8 mi.	97,334.8	13.86v	12,354 min	30.41688	-89.36811	Road 504, Kiln, MS
5:30:16 PM	On		0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	6.8 mi.	97,334.8	13.86v	12,356 min	30.41688	-89.36811	Road 504, Kiln, MS
5:32:16 PM	On		3 mph	0 mph	2 mph E	-	0.657 g	0.531 g	6.8 mi.	97,334.8	13.59v	12,358 min	30.41679	-89.36810	Road 504, Kiln, MS
5:34:16 PM	On		8 mph	2 mph	0 mph NE	-	0.894 g	0.531 g	6.9 mi.	97,334.9	13.62v	12,360 min	30.41770	-89.36706	17150 Road 504, Kiln, MS
5:36:16 PM	On		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	6.9 mi.	97,334.9	13.98v	12,362 min	30.41770	-89.36706	17150 Road 504, Kiln, MS
5:38:16 PM	On		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	6.9 mi.	97,334.9	13.62v	12,364 min	30.41770	-89.36706	17150 Road 504, Kiln, MS
5:38:59 PM		Idling - OBD	0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	6.9 mi.	97,334.9	13.44v	12,364 min	30.41770	-89.36706	17150 Road 504, Kiln, MS
5:40:16 PM	On		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	6.9 mi.	97,334.9	13.71v	12,366 min	30.41770	-89.36706	17150 Road 504, Kiln, MS
5:42:16 PM	On		34 mph	13 mph	34 mph E	45 mph	0.963 g	0.510 g	7.3 mi.	97,335.3	14.26v	12,368 min	30.42353	-89.36610	2193 Kiln-Delisle Rd, Kiln, MS
5:44:16 PM	On		58 mph	52 mph	44 mph E	35 mph	0.159 g	0.102 g	9.0 mi.	97,337.0	14.20v	12,370 min	30.41832	-89.33900	9233 Kiln Delisle Rd, Pass Christian, MS
5:46:16 PM	On		50 mph	43 mph	30 mph SE	35 mph	0.069 g	0.090 g	10.5 mi.	97,338.5	14.26v	12,372 min	30.40447	-89.32158	Kiln Delisle Rd, Pass Christian, MS
5:48:16 PM	On		73 mph	43 mph	73 mph SW	70 mph	0.180 g	0.229 g	11.9 mi.	97,339.9	14.23v	12,374 min	30.38970	-89.32285	I-10, Pass Christian, MS
5:48:24 PM		Speeding - OBD	84 mph	82 mph	81 mph W	70 mph	0.122 g	0.078 g	12.1 mi.	97,340.1	14.20v	12,374 min	30.38873	-89.32528	I-10, Pass Christian, MS
5:50:16 PM	On		84 mph	80 mph	83 mph W	70 mph	0.122 g	0.082 g	14.6 mi.	97,342.6	14.29v	12,376 min	30.37652	-89.36485	I-10, Diamondhead, MS
5:50:23 PM		Speeding - OBD	83 mph	82 mph	83 mph W	70 mph	0.020 g	0.000 g	14.7 mi.	97,342.7	14.26v	12,376 min	30.37574	-89.36738	I-10, Diamondhead, MS
5:52:16 PM	On		83 mph	81 mph	72 mph W	70 mph	0.057 g	0.078 g	17.3 mi.	97,345.3	14.23v	12,378 min	30.36324	-89.40758	I-10, Kiln, MS

Packet Pg. 491

7.1.2.a

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

Activity Detail Report »

Selected Vehicle: 10

Mon Jan 4, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude
6:10:16 PM	On		19 mph	14 mph	9 mph S	-	0.792 g	0.486 g	25.6 mi.	97,353.6	13.53v	12,396 min	30.29579	-89.37744	305 Venus St, Waveland, MS
6:12:16 PM	On		17 mph	13 mph	16 mph E	-	0.196 g	0.229 g	26.0 mi.	97,354.0	13.59v	12,398 min	30.29527	-89.38124	335 Gulfside St, Waveland, MS
6:14:16 PM	On		17 mph	12 mph	14 mph W	-	0.849 g	0.384 g	26.4 mi.	97,354.4	13.59v	12,400 min	30.29382	-89.37867	224 Pompano St, Waveland, MS
6:16:16 PM	On		25 mph	16 mph	21 mph W	-	0.837 g	0.441 g	27.0 mi.	97,355.0	13.59v	12,402 min	30.29236	-89.37980	230 Music St, Waveland, MS
6:18:16 PM	On		26 mph	13 mph	5 mph N	-	1.008 g	0.510 g	27.4 mi.	97,355.4	13.56v	12,404 min	30.29328	-89.38598	808 Tabor St, Waveland, MS
6:20:16 PM	On		17 mph	9 mph	6 mph N	-	0.996 g	0.510 g	27.7 mi.	97,355.7	13.62v	12,406 min	30.29278	-89.39017	1100 Sycamore St, Waveland, MS
6:22:16 PM	On		19 mph	11 mph	19 mph W	-	0.837 g	0.453 g	28.1 mi.	97,356.1	13.62v	12,408 min	30.29421	-89.38847	Noonan St, Waveland, MS
6:24:16 PM	On		20 mph	12 mph	5 mph N	-	0.780 g	0.531 g	28.5 mi.	97,356.5	13.59v	12,410 min	30.29596	-89.39286	1319 Perkins St, Waveland, MS
6:26:16 PM	On		19 mph	11 mph	2 mph E	-	2.118 g	0.531 g	28.8 mi.	97,356.8	13.44v	12,412 min	30.29754	-89.39268	719 Zimmerman Ln, Waveland, MS
6:28:16 PM	On		21 mph	9 mph	18 mph N	-	0.816 g	0.441 g	29.1 mi.	97,357.1	13.56v	12,414 min	30.30004	-89.39014	1538 Margie St, Waveland, MS
6:30:16 PM	On		28 mph	13 mph	2 mph N	-	0.849 g	0.384 g	29.6 mi.	97,357.6	13.56v	12,416 min	30.29972	-89.38657	115 Ducre Ln, Waveland, MS
6:32:16 PM	On		29 mph	13 mph	0 mph NW	45 mph	0.927 g	0.429 g	30.0 mi.	97,358.0	13.47v	12,418 min	30.30130	-89.39181	552 US-90, Waveland, MS
6:34:16 PM	On		37 mph	11 mph	11 mph S	-	0.939 g	0.273 g	30.4 mi.	97,358.4	13.56v	12,420 min	30.29871	-89.39487	110 Auderer Blvd, Waveland, MS
6:36:16 PM	On		40 mph	14 mph	12 mph SE	-	0.767 g	0.429 g	30.9 mi.	97,358.9	13.25v	12,422 min	30.29432	-89.39748	1045 Hubbard St, Waveland, MS
6:38:16 PM	On		19 mph	10 mph	1 mph S	-	0.722 g	0.461 g	31.2 mi.	97,359.2	13.53v	12,424 min	30.29350	-89.39493	1109 Adams St, Waveland, MS
6:40:16 PM	On		22 mph	11 mph	22 mph E	-	0.837 g	0.408 g	31.6 mi.	97,359.6	13.56v	12,426 min	30.29248	-89.39233	Rue de Lasalle St, Waveland, MS
6:42:16 PM	On		21 mph	12 mph	11 mph E	-	0.861 g	0.384 g	32.0 mi.	97,360.0	13.56v	12,428 min	30.29162	-89.38652	703 Barlow St, Waveland, MS
6:44:16 PM	On		20 mph	12 mph	11 mph W	-	0.780 g	0.510 g	32.3 mi.	97,360.3	13.56v	12,430 min	30.28888	-89.38914	712 Edna St, Waveland, MS
6:46:16 PM	On		12 mph	8 mph	10 mph W	-	0.927 g	0.359 g	32.6 mi.	97,360.6	13.50v	12,432 min	30.28886	-89.39392	1000 Edna St, Waveland, MS
6:48:16 PM	On		19 mph	12 mph	19 mph W	-	0.927 g	0.351 g	33.0 mi.	97,361.0	13.50v	12,434 min	30.28781	-89.40039	124 Pecan Ridge Dr, Waveland, MS
6:50:16 PM	On		19 mph	12 mph	14 mph NE	-	0.282 g	0.286 g	33.4 mi.	97,361.4	13.41v	12,436 min	30.28726	-89.39555	Dicks St, Waveland, MS
6:52:16 PM	On		20 mph	16 mph	20 mph E	-	1.020 g	0.473 g	34.0 mi.	97,362.0	13.62v	12,438 min	30.28795	-89.38700	611 Dicks St, Waveland, MS
6:54:16 PM	On		23 mph	13 mph	20 mph W	-	1.008 g	0.441 g	34.4 mi.	97,362.4	13.56v	12,440 min	30.29153	-89.38786	716 Barlow St, Waveland, MS
6:56:16 PM	On		22 mph	18 mph	14 mph SW	-	0.216 g	0.261 g	35.0 mi.	97,363.0	13.56v	12,442 min	30.28930	-89.39563	1034 Carroll St, Waveland, MS
6:58:16 PM	On		29 mph	15 mph	16 mph S	-	1.041 g	0.473 g	35.5 mi.	97,363.5	13.44v	12,444 min	30.28412	-89.39648	Eastcourt Blvd, Waveland, MS
7:00:16 PM	On		27 mph	13 mph	12 mph S	-	0.286 g	0.249 g	35.9 mi.	97,363.9	13.56v	12,446 min	30.28335	-89.39437	121 Beverly St, Waveland, MS
7:02:16 PM	On		22 mph	13 mph	22 mph W	-	0.792 g	0.294 g	36.4 mi.	97,364.4	13.53v	12,448 min	30.28427	-89.39156	816 Villere St, Waveland, MS
7:04:16 PM	On		29 mph	14 mph	2 mph W	-	0.849 g	0.518 g	36.8 mi.	97,364.8	13.50v	12,450 min	30.28613	-89.39176	814 Amar St, Waveland, MS
7:06:16 PM	On		24 mph	16 mph	16 mph NE	-	0.984 g	0.486 g	37.4 mi.	97,365.4	13.56v	12,452 min	30.28690	-89.39427	941 Henley St, Waveland, MS
7:08:16 PM	On		24 mph	18 mph	13 mph E	-	0.408 g	0.224 g	38.0 mi.	97,366.0	13.59v	12,454 min	30.28612	-89.38500	601 Amar St, Waveland, MS
7:10:16 PM	On		25 mph	17 mph	22 mph N	-	0.204 g	0.249 g	38.5 mi.	97,366.5	13.59v	12,456 min	30.28912	-89.38074	566 Combel St, Waveland, MS
7:12:16 PM	On		27 mph	19 mph	14 mph NE	-	0.269 g	0.396 g	39.2 mi.	97,367.2	13.59v	12,458 min	30.28790	-89.37495	Chadwick Ave, Waveland, MS
7:14:16 PM	On		24 mph	12 mph	0 mph NW	-	0.702 g	0.461 g	39.6 mi.	97,367.6	13.44v	12,460 min	30.28903	-89.37342	406 Merritt St, Waveland, MS
7:16:16 PM	On		24 mph	13 mph	11 mph NW	-	0.804 g	0.473 g	40.0 mi.	97,368.0	13.50v	12,462 min	30.29063	-89.37400	Bradford Ln, Waveland, MS
7:18:16 PM	On		29 mph	17 mph	22 mph NE	-	1.029 g	0.408 g	40.6 mi.	97,368.6	13.56v	12,464 min	30.29101	-89.37390	211 Jeff Davis Ave, Waveland, MS
7:20:16 PM	On		29 mph	13 mph	28 mph N	-	1.882 g	0.498 g	41.0 mi.	97,369.0	13.53v	12,466 min	30.29618	-89.37662	814 St Joseph St, Waveland, MS
7:22:16 PM	On		27 mph	17 mph	12 mph SW	-	0.861 g	0.461 g	41.6 mi.	97,369.6	13.56v	12,468 min	30.29273	-89.37123	Jeff Davis Ave, Waveland, MS
7:24:16 PM	On		25 mph	17 mph	22 mph NW	-	0.861 g	0.371 g	42.1 mi.	97,370.1	13.53v	12,470 min	30.29853	-89.37785	926 St Joseph St, Waveland, MS
7:26:16 PM	On		22 mph	11 mph	14 mph S	-	1.020 g	0.510 g	42.5 mi.	97,370.5	13.50v	12,472 min	30.29646	-89.38029	833 Combel St, Waveland, MS
7:28:16 PM	On		24 mph	16 mph	13 mph N	-	1.008 g	0.339 g	43.0 mi.	97,371.0	13.50v	12,474 min	30.29856	-89.37630	1602 McLaurin Rd, Waveland, MS
7:30:16 PM	On		26 mph	8 mph	26 mph E	35 mph	0.996 g	0.229 g	43.3 mi.	97,371.3	13.62v	12,476 min	30.30181	-89.37501	318 Old Spanish Trl, Waveland, MS
7:32:16 PM	On		37 mph	21 mph	17 mph NW	-	0.204 g	0.294 g	44.0 mi.	97,372.0	13.50v	12,478 min	30.29728	-89.37406	130 Emerald Lake Rd, Waveland, MS
7:34:16 PM	On		37 mph	21 mph	15 mph SW	-	0.906 g	0.453 g	44.7 mi.	97,372.7	13.59v	12,480 min	30.29536	-89.36621	Jeff Davis Ave, Waveland, MS
7:36:16 PM	On		20 mph	13 mph	16 mph NW	-	0.906 g	0.408 g	45.1 mi.	97,373.1	13.62v	12,482 min	30.29356	-89.36766	426 Lizana Ln, Waveland, MS
7:38:16 PM	On		20 mph	12 mph	10 mph NW	-	0.837 g	0.453 g	45.5 mi.	97,373.5	13.56v	12,484 min	30.29666	-89.37252	562 Meadow Ln, Waveland, MS
7:40:16 PM	On		13 mph	8 mph	12 mph SE	-	0.869 g	0.453 g	45.8 mi.	97,373.8	13.53v	12,486 min	30.29443	-89.36974	509 Meadow Ln, Waveland, MS
7:42:16 PM	On		28 mph	15 mph	14 mph SW	-	1.065 g	0.408 g	46.3 mi.	97,374.3	13.65v	12,488 min	30.29315	-89.36408	560 N Central Ave, Waveland, MS
7:44:16 PM	On		17 mph	12 mph	17 mph NW	-	0.722 g	0.261 g	46.7 mi.	97,374.7	13.59v	12,490 min	30.29252	-89.36413	286 Magnolia Ln, Waveland, MS
7:46:16 PM	On		19 mph	14 mph	18 mph NW	-	0.861 g	0.473 g	47.1 mi.	97,375.1	13.59v	12,492 min	30.29033	-89.36320	116 Grosvenor Pl, Waveland, MS
7:48:16 PM	On		24 mph	17 mph	16 mph SE	-	0.294 g	0.204 g	47.7 mi.	97,375.7	13.59v	12,494 min	30.28935	-89.36791	121 Mollere Dr, Waveland, MS
7:50:16 PM	On		28 mph	18 mph	14 mph NW	-	0.714 g	0.461 g	48.2 mi.	97,376.2	13.56v	12,496 min	30.28645	-89.36741	108 Lafitte Dr, Waveland, MS
7:52:16 PM	On		20 mph	16 mph	15 mph SE	-	0.767 g	0.498 g	48.7 mi.	97,376.7	13.59v	12,498 min	30.28744	-89.37105	315 Millcrest St, Waveland, MS
7:54:16 PM	On		16 mph	12 mph	12 mph SW	-	0.927 g	0.282 g	49.1 mi.	97,377.1	13.59v	12,500 min	30.28342	-89.37002	108 Arlington St, Waveland, MS
7:56:16 PM	On		21 mph	14 mph	21 mph NE	-	0.155 g	0.204 g	49.6 mi.	97,377.6	13.62v	12,502 min	30.28795	-89.37390	N Central Ave, Waveland, MS
7:58:16 PM	On		23 mph	15 mph	17 mph SW	25 mph	0.882 g	0.339 g	50.1 mi.	97,378.1	13.59v	12,504 min	30.28298	-89.36860	111 N Beach Blvd, Waveland, MS

Activity Detail Report »

Selected Vehicle: 10

Mon Jan 4, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude
8:16:16 PM	On		19 mph	8 mph	14 mph NW	-	1.767 g	0.314 g	54.0 mi.	97,382.0	13.59v	12,522 min	30.28021	-89.37963
8:18:16 PM	On		17 mph	9 mph	9 mph SW	-	0.588 g	0.257 g	54.2 mi.	97,382.2	13.65v	12,524 min	30.28299	-89.38324
8:20:16 PM	On		14 mph	11 mph	9 mph SE	-	0.122 g	0.094 g	54.6 mi.	97,382.6	13.56v	12,526 min	30.27913	-89.37977
8:22:16 PM	On		14 mph	9 mph	14 mph NW	-	0.882 g	0.269 g	54.9 mi.	97,382.9	13.62v	12,528 min	30.27826	-89.37992
8:24:16 PM	On		19 mph	15 mph	7 mph SE	-	0.184 g	0.216 g	55.4 mi.	97,383.4	13.59v	12,530 min	30.28154	-89.38582
8:26:16 PM	On		17 mph	10 mph	16 mph SE	-	1.371 g	0.306 g	55.8 mi.	97,383.8	13.59v	12,532 min	30.27836	-89.38141
8:28:16 PM	On		17 mph	14 mph	15 mph NW	-	0.171 g	0.184 g	56.2 mi.	97,384.2	13.62v	12,534 min	30.27859	-89.38299
8:30:16 PM	On		18 mph	13 mph	7 mph SW	-	0.147 g	0.261 g	56.7 mi.	97,384.7	13.59v	12,536 min	30.27916	-89.38396
8:32:16 PM	On		17 mph	13 mph	16 mph W	-	0.702 g	0.453 g	57.1 mi.	97,385.1	13.59v	12,538 min	30.27558	-89.38141
8:34:16 PM	On		14 mph	7 mph	3 mph NW	-	0.090 g	0.306 g	57.3 mi.	97,385.3	13.56v	12,540 min	30.27768	-89.38441
8:36:16 PM	On		19 mph	13 mph	17 mph NW	-	0.767 g	0.339 g	57.8 mi.	97,385.8	13.53v	12,542 min	30.28147	-89.38579
8:38:16 PM	On		20 mph	12 mph	0 mph NE	-	1.053 g	0.441 g	58.2 mi.	97,386.2	13.28v	12,544 min	30.27884	-89.39139
8:40:16 PM	On		17 mph	10 mph	9 mph S	-	0.882 g	0.196 g	58.5 mi.	97,386.5	13.56v	12,546 min	30.27547	-89.39332
8:42:16 PM	On		19 mph	13 mph	13 mph E	-	0.837 g	0.441 g	58.9 mi.	97,386.9	13.62v	12,548 min	30.27694	-89.38858
8:44:16 PM	On		17 mph	12 mph	15 mph SE	-	0.918 g	0.498 g	59.3 mi.	97,387.3	13.62v	12,550 min	30.27413	-89.38448
8:46:16 PM	On		32 mph	19 mph	19 mph W	25 mph	0.159 g	0.192 g	60.0 mi.	97,388.0	13.53v	12,552 min	30.26764	-89.38549
8:48:16 PM	On		15 mph	10 mph	9 mph E	-	0.849 g	0.453 g	60.3 mi.	97,388.3	13.56v	12,554 min	30.26911	-89.38873
8:50:16 PM	On		19 mph	14 mph	17 mph N	-	0.229 g	0.282 g	60.8 mi.	97,388.8	13.56v	12,556 min	30.27362	-89.38633
8:52:16 PM	On		20 mph	14 mph	8 mph W	-	0.159 g	0.237 g	61.2 mi.	97,389.2	13.56v	12,558 min	30.27130	-89.38724
8:54:16 PM	On		19 mph	13 mph	13 mph S	-	0.996 g	0.429 g	61.7 mi.	97,389.7	13.59v	12,560 min	30.27243	-89.39177
8:56:16 PM	On		19 mph	15 mph	19 mph E	-	0.192 g	0.237 g	62.1 mi.	97,390.1	13.59v	12,562 min	30.27509	-89.39146
8:58:16 PM	On		20 mph	14 mph	12 mph S	-	0.171 g	0.229 g	62.6 mi.	97,390.6	13.56v	12,564 min	30.27535	-89.38485
9:00:16 PM	On		20 mph	15 mph	19 mph W	-	0.849 g	0.567 g	63.1 mi.	97,391.1	13.62v	12,566 min	30.27130	-89.38847
9:02:16 PM	On		24 mph	18 mph	13 mph NE	-	0.135 g	0.159 g	63.7 mi.	97,391.7	13.53v	12,568 min	30.27980	-89.38894
9:04:16 PM	On		31 mph	15 mph	12 mph N	-	0.678 g	0.518 g	64.2 mi.	97,392.2	13.56v	12,570 min	30.28632	-89.39028
9:06:16 PM	On		22 mph	14 mph	16 mph W	-	0.918 g	0.408 g	64.7 mi.	97,392.7	13.56v	12,572 min	30.29250	-89.39083
9:08:16 PM	On		34 mph	20 mph	33 mph N	30 mph	0.894 g	0.294 g	65.3 mi.	97,393.3	13.62v	12,574 min	30.29664	-89.39764
9:10:16 PM	On		31 mph	10 mph	11 mph E	-	0.747 g	0.498 g	65.7 mi.	97,393.7	13.53v	12,576 min	30.29733	-89.39876
9:12:16 PM	On		26 mph	6 mph	0 mph SE	45 mph	0.127 g	0.282 g	65.9 mi.	97,393.9	12.43v	12,578 min	30.29912	-89.39766
9:12:26 PM	Off		0 mph	0 mph	0 mph SE	45 mph	0.000 g	0.000 g	65.9 mi.	97,393.9	12.43v	12,578 min	30.29912	-89.39766
9:16:58 PM	On		0 mph	0 mph	0 mph SW	45 mph	0.000 g	0.000 g	65.9 mi.	97,393.9	14.53v	12,578 min	30.29916	-89.39768
9:18:57 PM	On		7 mph	0 mph	0 mph N	45 mph	0.861 g	0.416 g	65.9 mi.	97,393.9	14.14v	12,580 min	30.29934	-89.39745
9:20:57 PM	On		48 mph	36 mph	42 mph N	35 mph	0.963 g	0.269 g	67.1 mi.	97,395.1	13.56v	12,582 min	30.31299	-89.40691
9:22:57 PM	On		60 mph	41 mph	60 mph NW	55 mph	2.298 g	0.473 g	68.4 mi.	97,396.4	13.59v	12,584 min	30.32600	-89.42179
9:24:57 PM	On		60 mph	60 mph	60 mph N	55 mph	0.085 g	0.057 g	70.4 mi.	97,398.4	13.59v	12,586 min	30.35244	-89.42235
9:26:57 PM	On		67 mph	53 mph	63 mph NW	55 mph	0.984 g	0.453 g	72.2 mi.	97,400.2	13.56v	12,588 min	30.37531	-89.43424
9:28:57 PM	On		64 mph	54 mph	59 mph NW	55 mph	0.147 g	0.127 g	74.0 mi.	97,402.0	13.65v	12,590 min	30.39848	-89.44823
9:30:57 PM	On		60 mph	50 mph	49 mph E	65 mph	0.253 g	0.249 g	75.7 mi.	97,403.7	13.62v	12,592 min	30.40677	-89.42798
9:32:57 PM	On		58 mph	53 mph	48 mph E	35 mph	0.171 g	0.249 g	77.4 mi.	97,405.4	13.56v	12,594 min	30.40862	-89.39943
9:34:57 PM	On		62 mph	53 mph	50 mph NE	45 mph	0.261 g	0.094 g	79.2 mi.	97,407.2	13.56v	12,596 min	30.42085	-89.37384
9:36:57 PM	On		51 mph	22 mph	4 mph NW	-	0.665 g	0.473 g	80.0 mi.	97,408.0	13.65v	12,598 min	30.42738	-89.36870
9:38:57 PM	On		42 mph	17 mph	32 mph NW	-	0.645 g	0.510 g	80.5 mi.	97,408.5	13.47v	12,600 min	30.43445	-89.36983
9:40:57 PM	On		53 mph	45 mph	53 mph N	-	0.216 g	0.196 g	82.0 mi.	97,410.0	13.56v	12,602 min	30.45583	-89.37260
9:42:57 PM	On		67 mph	51 mph	64 mph SW	-	0.343 g	0.294 g	83.7 mi.	97,411.7	13.65v	12,604 min	30.45159	-89.38646
9:44:57 PM	On		66 mph	50 mph	38 mph SW	-	0.306 g	0.486 g	85.4 mi.	97,413.4	13.56v	12,606 min	30.44201	-89.40855
9:46:57 PM	On		48 mph	18 mph	0 mph NE	-	0.212 g	0.498 g	86.0 mi.	97,414.0	13.59v	12,608 min	30.43855	-89.41444
9:48:57 PM	On		7 mph	1 mph	0 mph E	-	0.657 g	0.498 g	86.0 mi.	97,414.0	12.46v	12,610 min	30.43909	-89.41451
9:49:08 PM	Off		0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	86.0 mi.	97,414.0	12.37v	12,611 min	30.43909	-89.41451

Tue Jan 5, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
8:53:37 AM			0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.59v	12,611 min	30.43909	-89.41451	18403 Joe Moran Rd, Kiln, MS
9:53:36 PM			0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.52v	12,611 min	30.43909	-89.41451	18403 Joe Moran Rd, Kiln, MS

Wed Jan 6, 2021

Activity Detail Report »

Selected Vehicle: 10

Mon Jan 4, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
3:06:13 AM			0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.49v	12,615 min	30.43909	-89.41451	18403 Joe Moran Rd, Kiln, MS
3:06:11 PM			0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.46v	12,615 min	30.43909	-89.41451	18403 Joe Moran Rd, Kiln, MS

Fri Jan 8, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
3:06:10 AM			0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.46v	12,615 min	30.43909	-89.41451	18403 Joe Moran Rd, Kiln, MS
3:06:10 PM			0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.43v	12,615 min	30.43909	-89.41451	18403 Joe Moran Rd, Kiln, MS

Sat Jan 9, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
3:06:09 AM			0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.43v	12,615 min	30.43909	-89.41451	18403 Joe Moran Rd, Kiln, MS
3:06:08 PM			0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.40v	12,615 min	30.43825	-89.41572	18403 Joe Moran Rd, Kiln, MS

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PHILIP'S PEST CONTROL
MOSQUITO DIVISION
18516 OLD JOE MORAN ROAD
KILN, MS 39556
PHONE: 228-493-3700

Board of Supervisors President
854 Hwy 90
Bay St Louis, MS 39520

RE: Weekly Report: January 10-16, 2021

Philip's Pest Control Mosquito Division performed the services of mosquito control for the week of January 10-16, 2021 in Hancock County, MS. Please see attached document for a complete weekly report.

Trapping will not be included in this report due to trapping only being performed March—October each year. Larviciding is minimal due to cold weather conditions.

Sincerely,

Alan Moran
Manager

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

PHILIP'S PEST CONTROL
MOSQUITO DIVISION
18516 OLD JOE MORAN ROAD
KILN, MS 39556

WEEKLY REPORT RECAP JANUARY 10-16 2021

ADULTICIDING REPORT

Miles Sprayed— 121

Acerage Treated— 4356

LARVICIDING REPORT

Miles treated for standing water—0

SERVICE REQUEST RECEIVED

Adulticiding— 0

Larviciding _ 0

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

PHILIP'S PEST CONTROL
MOSQUITO DIVISION
18516 OLD JOE MORAN ROAD
KILN, MS 39556

DROPLET TEST

WEEK OF DECEMBER 10, 2020 TO DECEMBER 16, 2020

PERFORMED December 14, 2020

RESULTS: less than a quart per min which is sufficient to correct amount to spray for mosquito control.

PERFORMED December 15, 2020

RESULTS: less than a quart per min which is sufficient to correct amount to spray for mosquito control.

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

Activity Detail Overview »

Location Records	161	**Sorted By**	Time
Total Distance Traveled	58.7 mi.	**Selected Vehicle**	10 (vin: 1GCHSDE33G1109077)
Average Speed	13 mph	**Report Time Period**	Jan 10 12:00 AM to Jan 16 11:59 PM (CST)
Landmarked Stops	Show	**Report Created**	February 3, 2021 10:07:55 AM
Max Speed	81 mph		

* Distance is accumulated daily
* Odometer values are on the spreadsheet export.
* Only the closest landmark is shown.
* Landmarks over 3.8 miles wide have been excluded.
* Run Time is based on Total GPS Device Hours.

wex TELEMATICS

Philips Pest Control LLC

Export Data | Email Report

Speed Graphs »

show/hide

Low-Speed: inst-speed is under 15 mph | No Address: address or speed-limit unknown | Efficient: inst-speed within 10 mph of speed-limit | Stop-n-Go: zero inst-speed and nonzero max-speed | Speeding: inst-speed more than 10 mph over speed-limit | Slow-Poke: inst-speed between 15 mph and 10 mph under limit

Activity Detail Report »

Selected Vehicle: 10

Sun Jan 10, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
3:06:07 AM			0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.40v	12,615 min	30.43909	-89.41453	18403 Joe Moran Rd, Kiln, MS
3:06:07 PM			0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.40v	12,615 min	30.43909	-89.41453	18403 Joe Moran Rd, Kiln, MS

Mon Jan 11, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
3:06:06 AM			0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.40v	12,615 min	30.43909	-89.41453	18403 Joe Moran Rd, Kiln, MS
3:06:05 PM			0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.37v	12,615 min	30.43909	-89.41453	18403 Joe Moran Rd, Kiln, MS

Tue Jan 12, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
3:06:04 AM			0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.37v	12,615 min	30.43909	-89.41453	18403 Joe Moran Rd, Kiln, MS
1:31:51 PM	On		1 mph	0 mph	1 mph N	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.87v	12,615 min	30.43909	-89.41453	Joe Moran Rd, Kiln, MS
1:33:50 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.52v	12,617 min	30.43909	-89.41453	18403 Joe Moran Rd, Kiln, MS
1:34:01 PM	Off		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.52v	12,617 min	30.43909	-89.41453	18403 Joe Moran Rd, Kiln, MS

Wed Jan 13, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
1:38:29 AM			0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.40v	12,617 min	30.43910	-89.41435	18403 Joe Moran Rd, Kiln, MS
1:38:29 PM			0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.37v	12,617 min	30.43910	-89.41435	18403 Joe Moran Rd, Kiln, MS

Thu Jan 14, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
1:38:27 AM			0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.37v	12,617 min	30.43910	-89.41435	18403 Joe Moran Rd, Kiln, MS
8:16:28 AM	On		4 mph	0 mph	2 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.84v	12,617 min	30.43910	-89.41435	Joe Moran Rd, Kiln, MS
8:18:27 AM	On		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.19v	12,619 min	30.43910	-89.41435	18403 Joe Moran Rd, Kiln, MS
8:18:37 AM	Off		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,414.0	12.22v	12,619 min	30.43910	-89.41435	18403 Joe Moran Rd, Kiln, MS
5:41:49 PM	On		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.35v	12,619 min	30.43910	-89.41435	18403 Joe Moran Rd, Kiln, MS
5:43:48 PM	On		7 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.20v	12,621 min	30.43910	-89.41435	18403 Joe Moran Rd, Kiln, MS
5:45:48 PM	On		1 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.23v	12,623 min	30.43910	-89.41435	18403 Joe Moran Rd, Kiln, MS
5:47:28 PM		Idling - OBD	0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.20v	12,623 min	30.43910	-89.41435	18403 Joe Moran Rd, Kiln, MS
5:47:48 PM	On		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.20v	12,625 min	30.43910	-89.41435	18403 Joe Moran Rd, Kiln, MS
5:49:48 PM	On		4 mph	0 mph	0 mph E	-	0.804 g	0.498 g	0.0 mi.	97,414.0	14.26v	12,627 min	30.43915	-89.41456	18403 Joe Moran Rd, Kiln, MS
5:51:48 PM	On		0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.23v	12,629 min	30.43915	-89.41456	18403 Joe Moran Rd, Kiln, MS
5:53:36 PM		Idling - OBD	0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.17v	12,629 min	30.43915	-89.41456	18403 Joe Moran Rd, Kiln, MS
5:53:48 PM	On		0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.23v	12,631 min	30.43915	-89.41456	18403 Joe Moran Rd, Kiln, MS
5:55:48 PM	On		0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.26v	12,633 min	30.43915	-89.41456	18403 Joe Moran Rd, Kiln, MS
5:57:48 PM	On		0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.14v	12,635 min	30.43915	-89.41456	18403 Joe Moran Rd, Kiln, MS
5:58:36 PM		Idling - OBD	0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.20v	12,635 min	30.43915	-89.41456	18403 Joe Moran Rd, Kiln, MS
5:59:48 PM	On		0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.44v	12,637 min	30.43915	-89.41456	18403 Joe Moran Rd, Kiln, MS
6:01:48 PM	On		0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.62v	12,639 min	30.43915	-89.41456	18403 Joe Moran Rd, Kiln, MS
6:03:36 PM		Idling - OBD	0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.53v	12,639 min	30.43915	-89.41456	18403 Joe Moran Rd, Kiln, MS
6:03:48 PM	On		0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	0.0 mi.	97,414.0	14.56v	12,641	30.43915	-89.41456	18403 Joe Moran Rd, Kiln, MS

												min			
6:05:48 PM	On		45 mph	12 mph	45 mph S	-	0.861 g	0.453 g	0.4 mi.	97,414.4	14.23v	12,643 min	30.43510	-89.41706	Joe Moran Rd, Kiln, MS
6:07:48 PM	On		46 mph	42 mph	39 mph S	-	0.294 g	0.184 g	1.8 mi.	97,415.8	14.17v	12,645 min	30.41575	-89.42262	Old Joe Moran St, Kiln, MS
6:09:48 PM	On		44 mph	35 mph	43 mph NW	35 mph	0.331 g	0.376 g	3.0 mi.	97,417.0	14.11v	12,647 min	30.40818	-89.43286	Kiln-Delisle Rd, Kiln, MS
6:11:48 PM	On		55 mph	40 mph	53 mph S	55 mph	0.816 g	0.376 g	4.3 mi.	97,418.3	14.20v	12,649 min	30.39877	-89.44840	15999 MS-43, Kiln, MS
6:13:48 PM	On		62 mph	40 mph	47 mph S	55 mph	1.257 g	0.408 g	5.6 mi.	97,419.6	14.23v	12,651 min	30.38156	-89.43855	MS-43, Kiln, MS
6:15:48 PM	On		63 mph	57 mph	32 mph SE	55 mph	0.114 g	0.363 g	7.5 mi.	97,421.5	14.17v	12,653 min	30.35773	-89.42312	MS-43, Bay St Louis, MS
6:16:55 PM		Speeding - OBD	81 mph	59 mph	81 mph E	70 mph	0.192 g	0.135 g	8.6 mi.	97,422.6	14.23v	12,653 min	30.36349	-89.40624	I-10, Bay St Louis, MS
6:17:25 PM		Speeding - OBD	81 mph	65 mph	78 mph E	70 mph	0.192 g	0.135 g	9.3 mi.	97,423.3	14.23v	12,653 min	30.36663	-89.39603	I-10, Diamondhead, MS
6:17:48 PM	On		81 mph	67 mph	75 mph E	70 mph	0.192 g	0.135 g	9.8 mi.	97,423.8	14.23v	12,655 min	30.36890	-89.38829	I-10, Diamondhead, MS
6:19:48 PM	On		74 mph	34 mph	8 mph SW	-	0.216 g	0.306 g	10.9 mi.	97,424.9	14.23v	12,657 min	30.36610	-89.37672	Airport Dr, Diamondhead, MS
6:21:48 PM	On		14 mph	11 mph	11 mph SW	-	0.102 g	0.110 g	11.2 mi.	97,425.2	14.17v	12,659 min	30.36424	-89.38075	2368 Coelho Way, Diamondhead, MS
6:23:48 PM	On		16 mph	12 mph	13 mph E	-	0.147 g	0.122 g	11.6 mi.	97,425.6	14.23v	12,661 min	30.36254	-89.38303	23105 Coelho Way, Diamondhead, MS
6:25:48 PM	On		16 mph	13 mph	6 mph S	-	0.192 g	0.147 g	12.1 mi.	97,426.1	14.23v	12,663 min	30.36486	-89.37785	Airport Dr, Diamondhead, MS
6:27:48 PM	On		18 mph	14 mph	0 mph NW	-	0.261 g	0.371 g	12.5 mi.	97,426.5	14.14v	12,665 min	30.36073	-89.38339	1234 Airport Cir, Diamondhead, MS
6:29:48 PM	On		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	12.5 mi.	97,426.5	14.04v	12,667 min	30.36073	-89.38341	1234 Airport Cir, Diamondhead, MS
6:31:48 PM	On		8 mph	2 mph	8 mph E	-	0.951 g	0.408 g	12.6 mi.	97,426.6	14.17v	12,669 min	30.36074	-89.38279	694 Airport Cir, Diamondhead, MS
6:33:48 PM	On		12 mph	11 mph	12 mph SW	-	0.139 g	0.159 g	13.0 mi.	97,427.0	14.11v	12,671 min	30.35757	-89.38288	1334 Kaumakapili St, Diamondhead, MS
6:35:48 PM	On		15 mph	12 mph	11 mph SE	-	0.249 g	0.408 g	13.4 mi.	97,427.4	14.11v	12,673 min	30.35368	-89.38376	1398 Kalaepohuku Dr, Diamondhead, MS
6:37:48 PM	On		15 mph	10 mph	13 mph NW	-	0.147 g	0.192 g	13.7 mi.	97,427.7	14.17v	12,675 min	30.35433	-89.38428	Kalaepohuku Dr, Diamondhead, MS
6:39:48 PM	On		23 mph	14 mph	2 mph SW	-	1.245 g	0.473 g	14.2 mi.	97,428.2	14.14v	12,677 min	30.35716	-89.38179	1334 Enos St, Diamondhead, MS
6:41:48 PM	On		14 mph	11 mph	11 mph NE	-	1.098 g	0.192 g	14.5 mi.	97,428.5	14.14v	12,679 min	30.35618	-89.38070	1334 Poki Pl, Diamondhead, MS
6:43:48 PM	On		21 mph	12 mph	21 mph NE	-	0.147 g	0.147 g	14.9 mi.	97,428.9	14.17v	12,681 min	30.35904	-89.38174	1317 Kaumakapili St, Diamondhead, MS
6:45:48 PM	On		20 mph	11 mph	13 mph SW	-	0.212 g	0.261 g	15.3 mi.	97,429.3	14.11v	12,683 min	30.35766	-89.37956	132 Hanakealoha Pl, Diamondhead, MS
6:47:48 PM	On		14 mph	11 mph	13 mph NW	-	0.139 g	0.192 g	15.7 mi.	97,429.7	14.11v	12,685 min	30.35897	-89.38060	1243 Mapunapuna Dr, Diamondhead, MS
6:49:48 PM	On		13 mph	10 mph	11 mph W	-	0.996 g	0.416 g	16.0 mi.	97,430.0	14.17v	12,687	30.36005	-89.38099	360 Paani Ct, Diamondhead, MS

											min			
6:51:48 PM	On	16 mph	12 mph	14 mph SW	-	0.192 g	0.147 g	16.4 mi.	97,430.4	14.17v	12,689 min	30.36115	-89.37802	Kanoa Way, Diamondhead, MS
6:53:48 PM	On	14 mph	10 mph	2 mph SW	-	0.780 g	0.473 g	16.8 mi.	97,430.8	14.14v	12,691 min	30.36133	-89.37689	2454 Kanoa Way, Diamondhead, MS
6:55:48 PM	On	19 mph	10 mph	18 mph NE	-	1.020 g	0.359 g	17.1 mi.	97,431.1	14.11v	12,693 min	30.36409	-89.37828	2497 Airport Dr, Diamondhead, MS
6:57:48 PM	On	17 mph	12 mph	6 mph E	-	0.212 g	0.216 g	17.5 mi.	97,431.5	14.26v	12,695 min	30.36434	-89.37685	Iki Pl, Diamondhead, MS
6:59:48 PM	On	16 mph	13 mph	11 mph E	-	0.159 g	0.159 g	18.0 mi.	97,432.0	14.20v	12,697 min	30.36750	-89.37431	344 Diamondhead Dr S, Diamondhead, MS
7:01:48 PM	On	15 mph	12 mph	11 mph SE	-	0.139 g	0.135 g	18.3 mi.	97,432.3	14.20v	12,699 min	30.36706	-89.37242	356 Luakini Pl, Diamondhead, MS
7:03:48 PM	On	14 mph	11 mph	12 mph S	-	0.167 g	0.159 g	18.7 mi.	97,432.7	14.14v	12,701 min	30.36645	-89.37096	3514 Loulu Pl, Diamondhead, MS
7:05:48 PM	On	33 mph	15 mph	25 mph N	-	0.171 g	0.192 g	19.2 mi.	97,433.2	14.07v	12,703 min	30.36970	-89.37576	438 Diamondhead Dr S, Diamondhead, MS
7:07:48 PM	On	34 mph	25 mph	14 mph N	30 mph	0.882 g	0.249 g	20.1 mi.	97,434.1	14.14v	12,705 min	30.38140	-89.37865	5385 Diamondhead Cir, Diamondhead, MS
7:09:48 PM	On	29 mph	14 mph	0 mph SW	-	1.167 g	0.486 g	20.5 mi.	97,434.5	14.11v	12,707 min	30.37967	-89.38515	5300 Noma Dr, Diamondhead, MS
7:11:48 PM	On	19 mph	13 mph	16 mph SW	-	0.882 g	0.102 g	20.9 mi.	97,434.9	14.35v	12,709 min	30.37425	-89.38695	42156 Noma Dr, Diamondhead, MS
7:13:48 PM	On	16 mph	9 mph	13 mph NE	-	0.849 g	0.429 g	21.3 mi.	97,435.3	14.17v	12,711 min	30.37412	-89.38708	42159 Noma Dr, Diamondhead, MS
7:15:48 PM	On	20 mph	16 mph	12 mph SW	-	0.229 g	0.249 g	21.8 mi.	97,435.8	14.04v	12,713 min	30.37868	-89.38497	Oaks Blvd, Diamondhead, MS
7:17:48 PM	On	14 mph	11 mph	10 mph NW	-	0.849 g	0.408 g	22.1 mi.	97,436.1	14.01v	12,715 min	30.37952	-89.38354	Oaks Blvd, Diamondhead, MS
7:19:48 PM	On	15 mph	10 mph	15 mph NE	-	0.665 g	0.473 g	22.5 mi.	97,436.5	13.56v	12,717 min	30.38009	-89.38455	Noma Dr, Diamondhead, MS
7:21:48 PM	On	27 mph	19 mph	27 mph N	30 mph	0.139 g	0.127 g	23.1 mi.	97,437.1	14.26v	12,719 min	30.38372	-89.38099	63767 Diamondhead Dr N, Diamondhead, MS
7:23:48 PM	On	30 mph	16 mph	10 mph E	-	0.224 g	0.224 g	23.6 mi.	97,437.6	14.14v	12,721 min	30.38448	-89.38430	636 Banyan Pl, Diamondhead, MS
7:25:48 PM	On	15 mph	11 mph	14 mph NW	-	0.171 g	0.180 g	24.0 mi.	97,438.0	14.17v	12,723 min	30.38577	-89.38496	6311 Bambo St, Diamondhead, MS
7:27:48 PM	On	24 mph	15 mph	12 mph N	-	0.906 g	0.461 g	24.5 mi.	97,438.5	13.56v	12,725 min	30.39253	-89.38642	7210 Akikai Dr, Diamondhead, MS
7:29:48 PM	On	18 mph	13 mph	14 mph N	-	0.184 g	0.192 g	25.0 mi.	97,439.0	14.11v	12,727 min	30.39422	-89.38195	8320 Kahala Dr, Diamondhead, MS
7:31:48 PM	On	16 mph	13 mph	11 mph N	-	0.237 g	0.269 g	25.4 mi.	97,439.4	13.65v	12,729 min	30.39187	-89.37891	700 Amoka Dr, Diamondhead, MS
7:33:48 PM	On	16 mph	13 mph	13 mph SW	-	0.204 g	0.249 g	25.8 mi.	97,439.8	14.23v	12,731 min	30.39588	-89.37941	8353 Amoka Dr, Diamondhead, MS
7:35:48 PM	On	16 mph	14 mph	12 mph N	-	0.159 g	0.273 g	26.3 mi.	97,440.3	13.62v	12,733 min	30.39334	-89.37703	8427 Ieke Dr, Diamondhead, MS
7:37:48 PM	On	19 mph	14 mph	18 mph SW	-	0.780 g	0.518 g	26.8 mi.	97,440.8	13.59v	12,735 min	30.39648	-89.38005	83170 Lola Dr, Diamondhead, MS
7:39:48 PM	On	18 mph	14 mph	16 mph	-	0.212 g	0.171 g	27.2 mi.	97,441.2	13.56v	12,737	30.39732	-89.38554	Maunalani Pl, Diamondhead, MS

				NW							min			
7:41:48 PM	On	18 mph	14 mph	15 mph NE	-	0.306 g	0.269 g	27.7 mi.	97,441.7	13.62v	12,739 min	30.39613	-89.38195	8355 Makiki Dr, Diamondhead, MS
7:43:48 PM	On	19 mph	14 mph	13 mph E	-	0.135 g	0.155 g	28.1 mi.	97,442.1	13.59v	12,741 min	30.39742	-89.37634	8487 OP la Way, Diamondhead, MS
7:45:48 PM	On	19 mph	14 mph	13 mph N	-	0.184 g	0.216 g	28.6 mi.	97,442.6	13.59v	12,743 min	30.40130	-89.37161	9553 Kolo Way, Diamondhead, MS
7:47:48 PM	On	19 mph	15 mph	17 mph SE	-	0.249 g	0.261 g	29.1 mi.	97,443.1	13.59v	12,745 min	30.40140	-89.37444	Bayou Dr, Diamondhead, MS
7:49:48 PM	On	21 mph	15 mph	13 mph SW	-	0.171 g	0.204 g	29.6 mi.	97,443.6	13.53v	12,747 min	30.39688	-89.37131	8519 OP la Way, Diamondhead, MS
7:51:48 PM	On	22 mph	8 mph	22 mph NE	30 mph	0.837 g	0.429 g	29.9 mi.	97,443.9	13.59v	12,749 min	30.39502	-89.37153	85559 Diamondhead Dr W, Diamondhead, MS
7:53:48 PM	On	25 mph	18 mph	18 mph N	-	0.216 g	0.192 g	30.4 mi.	97,444.4	13.53v	12,751 min	30.40189	-89.37054	958 Kale Pl, Diamondhead, MS
7:55:48 PM	On	16 mph	12 mph	10 mph NE	-	0.139 g	0.184 g	30.8 mi.	97,444.8	13.62v	12,753 min	30.40095	-89.37045	Lono Pl, Diamondhead, MS
7:57:48 PM	On	15 mph	12 mph	14 mph NE	-	0.241 g	0.237 g	31.2 mi.	97,445.2	13.62v	12,755 min	30.40066	-89.36710	9538 Laa la Pl, Diamondhead, MS
7:59:48 PM	On	15 mph	12 mph	12 mph SE	-	0.192 g	0.249 g	31.6 mi.	97,445.6	13.62v	12,757 min	30.40144	-89.36505	965 Laala Way, Diamondhead, MS
8:01:48 PM	On	20 mph	14 mph	9 mph SE	-	0.237 g	0.420 g	32.1 mi.	97,446.1	13.65v	12,759 min	30.40028	-89.35879	9722 Kini St, Diamondhead, MS
8:03:48 PM	On	19 mph	12 mph	12 mph N	-	1.041 g	0.396 g	32.5 mi.	97,446.5	13.53v	12,761 min	30.40202	-89.35875	970 Luawai Way, Diamondhead, MS
8:05:48 PM	On	19 mph	15 mph	2 mph E	-	1.155 g	0.461 g	33.0 mi.	97,447.0	13.56v	12,763 min	30.40438	-89.35772	Linohau Way, Diamondhead, MS
8:07:48 PM	On	16 mph	12 mph	12 mph W	-	0.196 g	0.192 g	33.4 mi.	97,447.4	13.65v	12,765 min	30.40520	-89.35728	10737 Lilinoe Way, Diamondhead, MS
8:09:48 PM	On	21 mph	16 mph	17 mph NE	-	0.192 g	0.192 g	33.9 mi.	97,447.9	13.56v	12,767 min	30.40235	-89.35415	97182 Kapalama Dr, Diamondhead, MS
8:11:48 PM	On	21 mph	14 mph	16 mph E	-	0.318 g	0.306 g	34.4 mi.	97,448.4	13.53v	12,769 min	30.40625	-89.35005	10805 Koloa St, Diamondhead, MS
8:13:48 PM	On	16 mph	13 mph	14 mph S	-	0.927 g	0.339 g	34.8 mi.	97,448.8	13.56v	12,771 min	30.40182	-89.34934	9825 Ala Moana St, Diamondhead, MS
8:15:48 PM	On	14 mph	11 mph	6 mph S	-	0.180 g	0.192 g	35.2 mi.	97,449.2	13.59v	12,773 min	30.40085	-89.34913	9811 Ala Moana St, Diamondhead, MS
8:17:48 PM	On	18 mph	13 mph	13 mph E	-	0.237 g	0.180 g	35.6 mi.	97,449.6	13.59v	12,775 min	30.40232	-89.34696	990 Kahana St, Diamondhead, MS
8:19:48 PM	On	16 mph	13 mph	12 mph S	-	0.127 g	0.090 g	36.1 mi.	97,450.1	13.59v	12,777 min	30.39983	-89.34217	9964 Kahana St, Diamondhead, MS
8:21:48 PM	On	17 mph	13 mph	12 mph S	-	0.171 g	0.282 g	36.5 mi.	97,450.5	13.56v	12,779 min	30.39816	-89.34787	988 Kaimu St, Diamondhead, MS
8:23:48 PM	On	19 mph	14 mph	18 mph SE	-	0.204 g	0.204 g	37.0 mi.	97,451.0	13.59v	12,781 min	30.39385	-89.34404	89337 Diamondhead Dr E, Diamondhead, MS
8:25:48 PM	On	20 mph	16 mph	14 mph W	-	0.090 g	0.171 g	37.5 mi.	97,451.5	13.62v	12,783 min	30.38865	-89.34532	Lanai St, Diamondhead, MS
8:27:48 PM	On	19 mph	13 mph	11 mph SW	-	0.837 g	0.429 g	38.0 mi.	97,452.0	13.59v	12,785 min	30.39062	-89.35126	7890 Hilo Way, Diamondhead, MS
8:29:48 PM	On	20 mph	15 mph	16 mph E	-	0.127 g	0.102 g	38.5 mi.	97,452.5	13.59v	12,787	30.38673	-89.34744	6920 Hilo Way, Diamondhead, MS

												min			
8:31:48 PM	On		19 mph	16 mph	19 mph S	-	0.212 g	0.159 g	39.0 mi.	97,453.0	13.59v	12,789 min	30.38693	-89.34212	78915 Diamondhead Dr E, Diamondhead, MS
8:33:48 PM	On		20 mph	14 mph	15 mph NE	-	0.261 g	0.147 g	39.5 mi.	97,453.5	13.59v	12,791 min	30.38437	-89.34211	6936 Apuwai Pl, Diamondhead, MS
8:35:48 PM	On		14 mph	2 mph	11 mph W	-	2.196 g	0.473 g	39.5 mi.	97,453.5	13.62v	12,793 min	30.38421	-89.34274	6956 Apuwai Pl, Diamondhead, MS
8:37:48 PM	On		17 mph	13 mph	14 mph W	-	0.159 g	0.298 g	40.0 mi.	97,454.0	13.50v	12,795 min	30.38368	-89.34835	68221 Diamondhead Dr E, Diamondhead, MS
8:39:48 PM	On		13 mph	10 mph	11 mph W	-	0.882 g	0.429 g	40.3 mi.	97,454.3	13.62v	12,797 min	30.38357	-89.35000	68211 Diamondhead Dr E, Diamondhead, MS
8:41:48 PM	On		19 mph	14 mph	17 mph S	-	0.722 g	0.461 g	40.8 mi.	97,454.8	13.56v	12,799 min	30.38103	-89.35537	Alkii Way, Diamondhead, MS
8:43:48 PM	On		16 mph	13 mph	11 mph W	-	0.237 g	0.180 g	41.2 mi.	97,455.2	13.59v	12,801 min	30.37991	-89.35959	573 Haina St E, Diamondhead, MS
8:45:48 PM	On		20 mph	14 mph	17 mph SW	-	0.837 g	0.371 g	41.7 mi.	97,455.7	13.56v	12,803 min	30.37735	-89.36584	5617 Aila St, Diamondhead, MS
8:47:48 PM	On		30 mph	14 mph	20 mph W	30 mph	0.906 g	0.441 g	42.2 mi.	97,456.2	13.59v	12,805 min	30.37761	-89.37270	5549 Diamondhead Dr E, Diamondhead, MS
8:49:48 PM	On		27 mph	21 mph	22 mph W	-	0.171 g	0.180 g	42.9 mi.	97,456.9	13.62v	12,807 min	30.38134	-89.38220	5336 Noma Dr, Diamondhead, MS
8:51:48 PM	On		24 mph	20 mph	21 mph SW	-	0.159 g	0.102 g	43.5 mi.	97,457.5	13.56v	12,809 min	30.37382	-89.38750	42162 Noma Dr, Diamondhead, MS
8:53:48 PM	On		25 mph	16 mph	0 mph SW	-	0.127 g	0.461 g	44.1 mi.	97,458.1	13.50v	12,811 min	30.36871	-89.39356	Noma Dr, Diamondhead, MS
8:55:48 PM	On		27 mph	20 mph	22 mph N	-	0.702 g	0.249 g	44.7 mi.	97,458.7	13.59v	12,813 min	30.37564	-89.38642	42197 Noma Dr, Diamondhead, MS
8:57:48 PM	On		34 mph	25 mph	26 mph S	30 mph	0.241 g	0.331 g	45.6 mi.	97,459.6	13.62v	12,815 min	30.37991	-89.37833	5417 Diamondhead Dr N, Diamondhead, MS
8:59:48 PM	On		27 mph	12 mph	0 mph W	20 mph	0.151 g	0.408 g	46.0 mi.	97,460.0	13.53v	12,817 min	30.37622	-89.37789	5400 W Aloha Dr, Diamondhead, MS
9:01:48 PM	On		0 mph	0 mph	0 mph W	30 mph	0.000 g	0.000 g	46.0 mi.	97,460.0	13.68v	12,819 min	30.37626	-89.37789	5485 Diamondhead Dr N, Diamondhead, MS
9:03:48 PM	On		0 mph	0 mph	0 mph W	30 mph	0.000 g	0.000 g	46.0 mi.	97,460.0	13.59v	12,821 min	30.37626	-89.37789	5485 Diamondhead Dr N, Diamondhead, MS
9:04:28 PM		Idling - OBD	0 mph	0 mph	0 mph W	30 mph	0.000 g	0.000 g	46.0 mi.	97,460.0	13.53v	12,821 min	30.37626	-89.37789	5485 Diamondhead Dr N, Diamondhead, MS
9:05:48 PM	On		0 mph	0 mph	0 mph W	30 mph	0.000 g	0.000 g	46.0 mi.	97,460.0	13.62v	12,823 min	30.37626	-89.37789	5485 Diamondhead Dr N, Diamondhead, MS
9:07:48 PM	On		0 mph	0 mph	0 mph W	30 mph	0.000 g	0.000 g	46.0 mi.	97,460.0	13.62v	12,825 min	30.37626	-89.37789	5485 Diamondhead Dr N, Diamondhead, MS
9:09:48 PM	On		12 mph	3 mph	0 mph S	20 mph	1.065 g	0.461 g	46.1 mi.	97,460.1	13.47v	12,827 min	30.37611	-89.37785	5400 W Aloha Dr, Diamondhead, MS
9:11:48 PM	On		4 mph	0 mph	0 mph S	20 mph	0.759 g	0.498 g	46.1 mi.	97,460.1	13.50v	12,829 min	30.37590	-89.37786	5400 W Aloha Dr, Diamondhead, MS
9:13:48 PM	On		19 mph	3 mph	12 mph W	-	0.702 g	0.257 g	46.2 mi.	97,460.2	13.56v	12,831 min	30.37472	-89.37820	105 Live Oak Dr, Diamondhead, MS
9:15:48 PM	On		15 mph	2 mph	0 mph NE	-	0.204 g	0.473 g	46.2 mi.	97,460.2	13.98v	12,833 min	30.37436	-89.37885	103 Live Oak Dr, Diamondhead, MS
9:17:48 PM	On		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	46.2 mi.	97,460.2	13.95v	12,835	30.37436	-89.37885	103 Live Oak Dr, Diamondhead, MS

												min			
9:19:48 PM	On		17 mph	4 mph	12 mph E	20 mph	0.971 g	0.269 g	46.4 mi.	97,460.4	13.53v	12,837 min	30.37543	-89.37773	5367 W Aloha Dr, Diamondhead, MS
9:21:48 PM	On		39 mph	29 mph	33 mph NE	30 mph	0.196 g	0.216 g	47.3 mi.	97,461.3	13.62v	12,839 min	30.38189	-89.36586	Golf Club Dr, Diamondhead, MS
9:23:48 PM	On		41 mph	30 mph	31 mph NE	30 mph	0.204 g	0.282 g	48.3 mi.	97,462.3	13.62v	12,841 min	30.39316	-89.35660	87124 Golf Club Dr, Diamondhead, MS
9:25:48 PM	On		42 mph	30 mph	35 mph NE	35 mph	0.388 g	0.241 g	49.3 mi.	97,463.3	13.62v	12,843 min	30.40424	-89.35024	Kapalama Dr, Diamondhead, MS
9:27:48 PM	On		43 mph	18 mph	0 mph N	35 mph	0.216 g	0.327 g	49.9 mi.	97,463.9	13.83v	12,845 min	30.41015	-89.34372	16829 Kapalama Dr, Pass Christian, MS
9:29:48 PM	On		0 mph	0 mph	0 mph N	35 mph	0.000 g	0.000 g	49.9 mi.	97,463.9	13.92v	12,847 min	30.41015	-89.34372	16829 Kapalama Dr, Pass Christian, MS
9:31:48 PM	On		0 mph	0 mph	0 mph N	35 mph	0.000 g	0.000 g	49.9 mi.	97,463.9	14.07v	12,849 min	30.41015	-89.34372	16829 Kapalama Dr, Pass Christian, MS
9:32:07 PM		Idling - OBD	0 mph	0 mph	0 mph N	35 mph	0.000 g	0.000 g	49.9 mi.	97,463.9	14.01v	12,849 min	30.41015	-89.34372	16829 Kapalama Dr, Pass Christian, MS
9:33:48 PM	On		0 mph	0 mph	0 mph N	35 mph	0.000 g	0.000 g	49.9 mi.	97,463.9	13.95v	12,851 min	30.41015	-89.34372	16829 Kapalama Dr, Pass Christian, MS
9:35:48 PM	On		0 mph	0 mph	0 mph N	35 mph	0.000 g	0.000 g	49.9 mi.	97,463.9	13.92v	12,853 min	30.41015	-89.34372	16829 Kapalama Dr, Pass Christian, MS
9:37:07 PM		Idling - OBD	0 mph	0 mph	0 mph N	35 mph	0.000 g	0.000 g	49.9 mi.	97,463.9	13.89v	12,853 min	30.41015	-89.34372	16829 Kapalama Dr, Pass Christian, MS
9:37:48 PM	On		0 mph	0 mph	0 mph N	35 mph	0.000 g	0.000 g	49.9 mi.	97,463.9	13.92v	12,855 min	30.41015	-89.34372	16829 Kapalama Dr, Pass Christian, MS
9:39:48 PM	On		0 mph	0 mph	0 mph N	35 mph	0.000 g	0.000 g	49.9 mi.	97,463.9	13.92v	12,857 min	30.41015	-89.34372	16829 Kapalama Dr, Pass Christian, MS
9:41:48 PM	On		0 mph	0 mph	0 mph N	35 mph	0.000 g	0.000 g	49.9 mi.	97,463.9	13.95v	12,859 min	30.41015	-89.34372	16829 Kapalama Dr, Pass Christian, MS
9:42:07 PM		Idling - OBD	0 mph	0 mph	0 mph N	35 mph	0.000 g	0.000 g	49.9 mi.	97,463.9	13.95v	12,859 min	30.41015	-89.34372	16829 Kapalama Dr, Pass Christian, MS
9:43:48 PM	On		0 mph	0 mph	0 mph N	35 mph	0.000 g	0.000 g	49.9 mi.	97,463.9	13.86v	12,861 min	30.41015	-89.34372	16829 Kapalama Dr, Pass Christian, MS
9:45:48 PM	On		7 mph	0 mph	7 mph NW	35 mph	0.837 g	0.024 g	49.9 mi.	97,463.9	13.68v	12,863 min	30.41033	-89.34366	16829 Kapalama Dr, Pass Christian, MS
9:47:48 PM	On		65 mph	37 mph	57 mph NW	65 mph	0.331 g	0.396 g	51.2 mi.	97,465.2	13.59v	12,865 min	30.42217	-89.35144	1122 Kiln-Delisle Rd, Kiln, MS
9:49:43 PM		Speeding - OBD	78 mph	60 mph	78 mph SW	45 mph	0.204 g	0.318 g	53.1 mi.	97,467.1	13.59v	12,865 min	30.41622	-89.37965	3178 Kiln-Delisle Rd, Kiln, MS
9:49:48 PM	On		78 mph	61 mph	78 mph SW	45 mph	0.204 g	0.318 g	53.2 mi.	97,467.2	13.59v	12,867 min	30.41518	-89.38103	3224 Kiln-Delisle Rd, Kiln, MS
9:50:28 PM		Speeding - OBD	78 mph	74 mph	76 mph W	35 mph	0.078 g	0.094 g	54.0 mi.	97,468.0	13.59v	12,867 min	30.41067	-89.39362	Kiln-Delisle Rd, Kiln, MS
9:51:48 PM	On		78 mph	72 mph	49 mph W	35 mph	0.159 g	0.192 g	55.6 mi.	97,469.6	13.56v	12,869 min	30.40528	-89.41839	Kiln-Delisle Rd, Kiln, MS
9:53:48 PM	On		53 mph	37 mph	41 mph N	-	0.318 g	0.298 g	56.8 mi.	97,470.8	13.65v	12,871 min	30.41388	-89.42257	Old Joe Moran St, Kiln, MS
9:55:48 PM	On		73 mph	52 mph	27 mph NE	-	0.637 g	0.306 g	58.5 mi.	97,472.5	13.56v	12,873 min	30.43761	-89.41668	Joe Moran Rd, Kiln, MS
9:57:48 PM	On		42 mph	7 mph	0 mph S	-	0.927 g	0.461 g	58.7 mi.	97,472.7	13.62v	12,875	30.43908	-89.41443	18403 Joe Moran Rd, Kiln, MS

											min			
9:59:48 PM	On	0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	58.7 mi.	97,472.7	12.59v	12,877 min	30.43906	-89.41443	18403 Joe Moran Rd, Kiln, MS
9:59:58 PM	Off	0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	58.7 mi.	97,472.7	12.59v	12,877 min	30.43903	-89.41442	18403 Joe Moran Rd, Kiln, MS

Fri Jan 15, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:04:28 AM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.62v	12,877 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS
10:04:27 PM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.55v	12,877 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS

Sat Jan 16, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:04:27 AM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.52v	12,877 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS
10:04:27 PM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.52v	12,877 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS

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Activity Detail Overview »

Location Records	195	**Sorted By**	Time
Total Distance Traveled	61.7 mi.	**Selected Vehicle**	12 (vin: 1GTH5AE9F1161333)
Average Speed	9 mph	**Report Time Period**	Jan 10 12:00 AM to Jan 16 11:59 PM (CST)
Landmarked Stops	Show	**Report Created**	February 3, 2021 10:09:30 AM
Max Speed	58 mph		

* Distance is accumulated daily
* Odometer values are on the spreadsheet export.
* Only the closest landmark is shown.
* Landmarks over 3.8 miles wide have been excluded.
* Run Time is based on Total GPS Device Hours.

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Philips Pest Control LLC

Export Data | Email Report

Speed Graphs »

show/hide



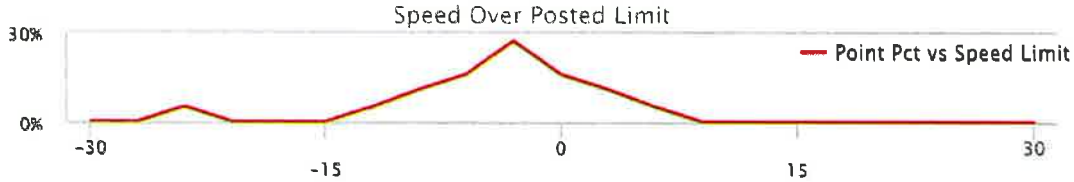
Mon, Jan 11
Daily Speed

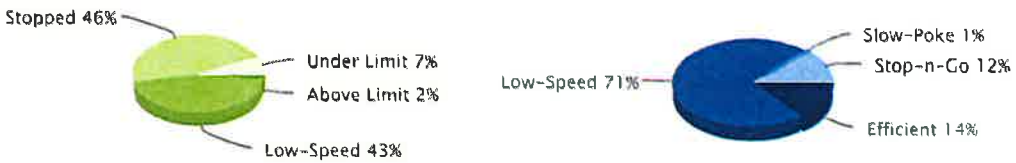


Tue, Jan 12
Daily Speed



Thu, Jan 14
Daily Speed





Low-Speed: inst-speed is under 15 mph | No Address: address or speed-limit unknown | Efficient: inst-speed within 10 mph of speed-limit | Stop-n-Go: zero inst-speed and nonzero max-speed | Speeding: inst-speed more than 10 mph over speed-limit | Slow-Poke: inst-speed between 15 mph and 10 mph under limit

Activity Detail Report »

Selected Vehicle: 12

Mon Jan 11, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
8:09:14 AM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	75,672.2	14.11v	7,835 min	30.43911	-89.41438	18403 Joe Moran Rd, Kiln, MS
8:11:14 AM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	75,672.2	14.29v	7,837 min	30.43911	-89.41438	18403 Joe Moran Rd, Kiln, MS
8:13:14 AM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	75,672.2	14.11v	7,839 min	30.43911	-89.41438	18403 Joe Moran Rd, Kiln, MS
8:14:24 AM		Idling - OBD	0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	75,672.2	14.20v	7,839 min	30.43911	-89.41438	18403 Joe Moran Rd, Kiln, MS
8:15:14 AM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	75,672.2	14.17v	7,841 min	30.43911	-89.41438	18403 Joe Moran Rd, Kiln, MS
8:17:14 AM	On		0 mph	0 mph	0 mph N	-	0.000 g	3.163 g	0.3 mi.	75,672.5	14.14v	7,843 min	30.43969	-89.41407	Joe Moran Rd, Kiln, MS
8:19:14 AM	On		0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	0.3 mi.	75,672.5	14.20v	7,845 min	30.43952	-89.41425	Joe Moran Rd, Kiln, MS
8:21:14 AM	On		0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	0.3 mi.	75,672.5	14.17v	7,847 min	30.43952	-89.41425	Joe Moran Rd, Kiln, MS
8:22:24 AM		Idling - OBD	0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	0.3 mi.	75,672.5	14.11v	7,847 min	30.43952	-89.41425	Joe Moran Rd, Kiln, MS
8:23:14 AM	On		0 mph	0 mph	0 mph NE	-	0.000 g	2.437 g	0.5 mi.	75,672.7	14.11v	7,849 min	30.44189	-89.41320	Road 546, Kiln, MS
8:25:14 AM	On		0 mph	0 mph	0 mph S	-	0.000 g	2.596 g	0.8 mi.	75,673.0	14.07v	7,851 min	30.44191	-89.41261	Road 546, Kiln, MS
8:27:14 AM	On		0 mph	0 mph	0 mph S	-	0.000 g	0.555 g	0.9 mi.	75,673.1	14.07v	7,853 min	30.44025	-89.41336	Joe Moran Rd, Kiln, MS
8:29:14 AM	On		0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.9 mi.	75,673.1	14.14v	7,855 min	30.44025	-89.41336	Joe Moran Rd, Kiln, MS
8:30:24 AM		Idling - OBD	0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	1.0 mi.	75,673.2	14.11v	7,855 min	30.43896	-89.41458	18403 Joe Moran Rd, Kiln, MS
8:31:14 AM	On		5 mph	4 mph	2 mph SE	-	0.780 g	0.314 g	1.0 mi.	75,673.2	14.14v	7,857 min	30.43899	-89.41468	Joe Moran Rd, Kiln, MS
8:33:14 AM	On		4 mph	0 mph	0 mph SE	-	0.555 g	0.486 g	1.0 mi.	75,673.2	12.37v	7,859 min	30.43894	-89.41453	18403 Joe Moran Rd, Kiln, MS
8:33:24 AM	Off		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	1.0 mi.	75,673.2	12.34v	7,860 min	30.43894	-89.41453	18403 Joe Moran Rd, Kiln, MS
8:37:53 PM			0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	1.0 mi.	75,673.2	11.92v	7,860 min	30.43906	-89.41452	18403 Joe Moran Rd, Kiln, MS

Tue Jan 12, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
8:37:53 AM			0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	75,673.2	11.89v	7,860 min	30.43906	-89.41452	18403 Joe Moran Rd, Kiln, MS
8:37:52 PM			0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	75,673.2	11.86v	7,860 min	30.43906	-89.41452	18403 Joe Moran Rd, Kiln, MS

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

Wed Jan 13, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
8:37:51 AM			0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	75,673.2	11.82v	7,860 min	30.43906	-89.41452	18403 Joe Moran Rd, Kiln, MS
5:33:47 PM			0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	75,673.2	11.79v	7,860 min	30.43906	-89.41452	18403 Joe Moran Rd, Kiln, MS
6:02:00 PM			0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	75,673.2	11.79v	7,860 min	30.43906	-89.41452	18403 Joe Moran Rd, Kiln, MS
7:09:03 PM			0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	75,673.2	11.79v	7,860 min	30.43906	-89.41452	18403 Joe Moran Rd, Kiln, MS
8:37:50 PM			0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	75,673.2	11.79v	7,860 min	30.43906	-89.41452	18403 Joe Moran Rd, Kiln, MS

Thu Jan 14, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
1:46:59 AM			0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	75,673.2	11.79v	7,860 min	30.43906	-89.41452	18403 Joe Moran Rd, Kiln, MS
3:32:25 AM			0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	75,673.2	11.79v	7,860 min	30.43906	-89.41452	18403 Joe Moran Rd, Kiln, MS
3:52:45 AM			0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	75,673.2	11.79v	7,860 min	30.43906	-89.41452	18403 Joe Moran Rd, Kiln, MS
4:36:12 AM			0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	75,673.2	11.79v	7,860 min	30.43906	-89.41452	18403 Joe Moran Rd, Kiln, MS
5:21:48 AM			0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	75,673.2	11.76v	7,860 min	30.43906	-89.41452	18403 Joe Moran Rd, Kiln, MS
5:51:18 AM			0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	75,673.2	11.79v	7,860 min	30.43906	-89.41452	18403 Joe Moran Rd, Kiln, MS
6:20:16 AM			0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	75,673.2	11.79v	7,860 min	30.43906	-89.41452	18403 Joe Moran Rd, Kiln, MS
8:17:33 AM	On		4 mph	0 mph	3 mph W	-	0.000 g	0.000 g	0.0 mi.	75,673.2	14.50v	7,860 min	30.43895	-89.41490	18403 Joe Moran Rd, Kiln, MS
8:19:33 AM	On		0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	0.1 mi.	75,673.3	11.79v	7,862 min	30.43901	-89.41465	18403 Joe Moran Rd, Kiln, MS
8:19:43 AM	Off		0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	0.1 mi.	75,673.3	11.79v	7,862 min	30.43901	-89.41465	18403 Joe Moran Rd, Kiln, MS
8:32:49 AM			0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	0.1 mi.	75,673.3	11.76v	7,862 min	30.43906	-89.41440	18403 Joe Moran Rd, Kiln, MS
4:41:26 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	0.1 mi.	75,673.3	14.53v	7,862 min	30.43906	-89.41439	18403 Joe Moran Rd, Kiln, MS
4:43:26 PM	On		38 mph	9 mph	11 mph S	-	1.314 g	0.294 g	0.4 mi.	75,673.6	14.14v	7,864 min	30.43790	-89.41068	Joe Moran Rd, Kiln, MS
4:45:26 PM	On		22 mph	6 mph	0 mph W	-	0.147 g	0.327 g	0.6 mi.	75,673.8	14.20v	7,866 min	30.43565	-89.41022	Joe Moran Rd, Kiln, MS
4:47:26 PM	On		42 mph	15 mph	0 mph E	-	0.759 g	0.543 g	1.0 mi.	75,674.2	12.46v	7,868 min	30.43905	-89.41448	18403 Joe Moran Rd, Kiln, MS
4:47:36 PM	Off		0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	1.0 mi.	75,674.2	12.34v	7,868 min	30.43905	-89.41448	18403 Joe Moran Rd, Kiln, MS
5:00:41 PM	On		2 mph	0 mph	2 mph E	-	0.000 g	0.000 g	1.0 mi.	75,674.2	14.17v	7,868 min	30.43905	-89.41448	Joe Moran Rd, Kiln, MS
5:02:40 PM	On		4 mph	0 mph	0 mph NW	-	0.824 g	0.518 g	1.1 mi.	75,674.3	12.16v	7,870 min	30.43928	-89.41467	18403 Joe Moran Rd, Kiln, MS
5:02:50 PM	Off		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	1.1 mi.	75,674.3	12.13v	7,870 min	30.43928	-89.41467	18403 Joe Moran Rd, Kiln, MS
5:07:09 PM	On		2 mph	0 mph	2 mph SE	-	0.000 g	0.000 g	1.1 mi.	75,674.3	14.50v	7,870 min	30.43925	-89.41458	18403 Joe Moran Rd, Kiln, MS
5:09:09 PM	On		6 mph	0 mph	0 mph W	-	0.861 g	0.473 g	1.1 mi.	75,674.3	12.22v	7,872 min	30.43926	-89.41465	18403 Joe Moran Rd, Kiln, MS
5:09:19 PM	Off		0 mph	0 mph	0 mph W	-	0.000 g	0.000 g	1.1 mi.	75,674.3	12.19v	7,872 min	30.43926	-89.41465	18403 Joe Moran Rd, Kiln, MS
5:17:48 PM	On		11 mph	0 mph	8 mph S	-	0.000 g	0.000 g	1.1 mi.	75,674.3	14.65v	7,872 min	30.43890	-89.41457	Joe Moran Rd, Kiln, MS
5:19:48 PM	On		0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	1.1 mi.	75,674.3	14.23v	7,874 min	30.43890	-89.41457	18403 Joe Moran Rd, Kiln, MS
5:21:48 PM	On		0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	1.1 mi.	75,674.3	14.20v	7,876 min	30.43887	-89.41457	18403 Joe Moran Rd, Kiln, MS
5:22:58 PM		Idling - OBD	0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	1.1 mi.	75,674.3	14.14v	7,876 min	30.43887	-89.41457	18403 Joe Moran Rd, Kiln, MS
5:23:48 PM	On		0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	1.1 mi.	75,674.3	14.11v	7,878 min	30.43887	-89.41457	18403 Joe Moran Rd, Kiln, MS
5:25:48 PM	On		32 mph	18 mph	30 mph S	-	0.927 g	0.461 g	1.7 mi.	75,674.9	14.07v	7,880 min	30.43137	-89.41711	Joe Moran Rd, Kiln, MS
5:27:48 PM	On		38 mph	28 mph	38 mph SW	-	0.114 g	0.110 g	2.6 mi.	75,675.8	14.11v	7,882 min	30.41835	-89.42190	Old Joe Moran St, Kiln, MS
5:29:48 PM	On		42 mph	30 mph	12 mph SW	-	0.102 g	0.294 g	3.6 mi.	75,676.8	14.07v	7,884 min	30.40684	-89.42733	16023 Old Joe Moran St, Kiln, MS
5:31:48 PM	On		34 mph	15 mph	1 mph W	35 mph	0.882 g	0.441 g	4.1 mi.	75,677.3	14.04v	7,886 min	30.40906	-89.43512	6586 Kiln-Delisle Rd, Kiln, MS
5:33:48 PM	On		47 mph	33 mph	43 mph S	55 mph	0.971 g	0.069 g	5.2 mi.	75,678.4	14.07v	7,888 min	30.39984	-89.44851	16015 MS-43, Kiln, MS

5:35:48 PM	On		50 mph	47 mph	48 mph S	55 mph	0.057 g	0.078 g	6.8 mi.	75,680.0	14.17v	7,890 min	30.37892	-89.43737	MS-43, Kiln, MS
5:37:48 PM	On		53 mph	45 mph	45 mph S	55 mph	0.102 g	0.167 g	8.3 mi.	75,681.5	14.11v	7,892 min	30.36034	-89.42425	MS-43, Kiln, MS
5:39:48 PM	On		55 mph	46 mph	48 mph S	55 mph	0.122 g	0.127 g	9.8 mi.	75,683.0	14.07v	7,894 min	30.33895	-89.42837	MS-43, Bay St Louis, MS
5:41:48 PM	On		52 mph	49 mph	52 mph SE	55 mph	0.057 g	0.045 g	11.5 mi.	75,684.7	14.20v	7,896 min	30.32037	-89.41309	MS-43, Bay St Louis, MS
5:43:48 PM	On		53 mph	48 mph	51 mph E	55 mph	0.069 g	0.147 g	13.1 mi.	75,686.3	14.17v	7,898 min	30.31231	-89.38845	9919 MS-603, Waveland, MS
5:45:48 PM	On		51 mph	28 mph	20 mph E	45 mph	1.008 g	0.384 g	14.0 mi.	75,687.2	14.11v	7,900 min	30.30691	-89.37577	US-90, Waveland, MS
5:47:48 PM	On		39 mph	31 mph	11 mph E	45 mph	1.008 g	0.441 g	15.0 mi.	75,688.2	14.11v	7,902 min	30.31239	-89.35972	1140 US-90, Bay St Louis, MS
5:49:48 PM	On		40 mph	25 mph	40 mph E	45 mph	1.065 g	0.473 g	15.9 mi.	75,689.1	14.17v	7,904 min	30.31690	-89.34651	700 US-90, Bay St Louis, MS
5:51:48 PM	On		41 mph	6 mph	0 mph W	-	0.849 g	0.441 g	16.0 mi.	75,689.2	14.01v	7,906 min	30.31824	-89.34422	525 Highway 90, Bay St Louis, MS
5:53:48 PM	On		12 mph	1 mph	4 mph W	-	0.906 g	0.408 g	16.1 mi.	75,689.3	14.11v	7,908 min	30.31840	-89.34485	Demontluzin St, Bay St Louis, MS
5:55:48 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	12.83v	7,910 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
5:55:58 PM	Off		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	12.83v	7,910 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:04:46 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.53v	7,910 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:06:46 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.14v	7,912 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:08:46 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.17v	7,914 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:09:56 PM		Idling - OBD	0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.14v	7,914 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:10:46 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.14v	7,916 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:12:46 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.14v	7,918 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:14:45 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.14v	7,920 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:14:55 PM		Idling - OBD	0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.14v	7,920 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:16:45 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.14v	7,922 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:18:45 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.14v	7,924 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:19:56 PM		Idling - OBD	0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.17v	7,924 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:20:45 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.17v	7,926 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:22:45 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.17v	7,928 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:24:45 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.17v	7,930 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:24:55 PM		Idling - OBD	0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.26v	7,930 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:26:45 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.11v	7,932 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:28:45 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.14v	7,934 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:29:55 PM		Idling - OBD	0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.20v	7,934 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:30:45 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.17v	7,936 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:32:45 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	16.1 mi.	75,689.3	14.07v	7,938 min	30.31841	-89.34487	599 Highway 90, Bay St Louis, MS
6:34:45 PM	On		30 mph	14 mph	6 mph E	-	1.065 g	0.273 g	16.5 mi.	75,689.7	13.95v	7,940 min	30.31999	-89.33755	Highway 90, Bay St Louis, MS
6:36:45 PM	On		45 mph	20 mph	12 mph SE	-	0.759 g	0.396 g	17.2 mi.	75,690.4	14.07v	7,942 min	30.31957	-89.32671	686 N 2nd St, Bay St Louis, MS
6:38:45 PM	On		13 mph	5 mph	5 mph E	-	1.653 g	0.441 g	17.4 mi.	75,690.6	14.23v	7,944 min	30.31779	-89.32525	104 Hickory Ln, Bay St Louis, MS
6:40:45 PM	On		12 mph	7 mph	12 mph W	-	0.869 g	0.461 g	17.6 mi.	75,690.8	14.14v	7,946 min	30.31731	-89.32564	105 Timber Ln, Bay St Louis, MS
6:42:45 PM	On		14 mph	10 mph	9 mph S	25 mph	0.759 g	0.543 g	17.9 mi.	75,691.1	14.14v	7,948 min	30.31568	-89.32344	510 N Beach Blvd, Bay St Louis, MS
6:44:45 PM	On		13 mph	9 mph	9 mph S	-	0.759 g	0.396 g	18.2 mi.	75,691.4	14.17v	7,950 min	30.31575	-89.32708	508 N 2nd St, Bay St Louis, MS
6:46:45 PM	On		15 mph	10 mph	12 mph S	25 mph	1.359 g	0.531 g	18.5 mi.	75,691.7	14.01v	7,952 min	30.31311	-89.32400	304 N Beach Blvd, Bay St Louis, MS
6:48:45 PM	On		12 mph	4 mph	12 mph NW	-	2.049 g	0.510 g	18.7 mi.	75,691.9	14.01v	7,954 min	30.31361	-89.32612	121 Carroll Ave, Bay St Louis, MS
6:50:45 PM	On		12 mph	6 mph	0 mph E	-	0.869 g	0.461 g	18.9 mi.	75,692.1	14.01v	7,956 min	30.31256	-89.32804	140 Demontluzin St, Bay St Louis, MS
6:52:45 PM	On		10 mph	4 mph	0 mph E	-	1.788 g	0.473 g	19.0 mi.	75,692.2	14.04v	7,958 min	30.31177	-89.32561	104 Demontluzin St, Bay St Louis, MS
6:54:45 PM	On		11 mph	6 mph	9 mph W	-	1.371 g	0.453 g	19.2 mi.	75,692.4	14.17v	7,960 min	30.31072	-89.32664	131 Main St, Bay St Louis, MS

6:56:45 PM	On	12 mph	9 mph	9 mph S	-	0.849 g	0.453 g	19.5 mi.	75,692.7	14.23v	7,962 min	30.30922	-89.32979	298 S 2nd St, Bay St Louis, MS
6:58:45 PM	On	14 mph	7 mph	7 mph NE	-	1.065 g	0.543 g	19.8 mi.	75,693.0	14.20v	7,964 min	30.30922	-89.33143	445 S Toulme St, Bay St Louis, MS
7:00:45 PM	On	12 mph	9 mph	12 mph W	-	1.347 g	0.486 g	20.1 mi.	75,693.3	14.17v	7,966 min	30.31122	-89.33477	349 Easterbrook St, Bay St Louis, MS
7:02:45 PM	On	15 mph	10 mph	1 mph W	-	0.114 g	0.294 g	20.4 mi.	75,693.6	14.23v	7,968 min	30.31288	-89.33988	Easterbrook St, Bay St Louis, MS
7:04:45 PM	On	14 mph	9 mph	11 mph E	-	1.200 g	0.486 g	20.7 mi.	75,693.9	14.17v	7,970 min	30.31244	-89.33562	404 St John St, Bay St Louis, MS
7:06:45 PM	On	14 mph	11 mph	12 mph N	-	0.882 g	0.461 g	21.1 mi.	75,694.3	14.11v	7,972 min	30.31142	-89.33035	107 S Toulme St, Bay St Louis, MS
7:08:45 PM	On	14 mph	6 mph	11 mph W	-	0.816 g	0.498 g	21.3 mi.	75,694.5	14.14v	7,974 min	30.31274	-89.33302	337 Main St, Bay St Louis, MS
7:10:45 PM	On	14 mph	5 mph	0 mph W	-	2.245 g	0.441 g	21.4 mi.	75,694.6	14.07v	7,976 min	30.31354	-89.33555	405 Main St, Bay St Louis, MS
7:12:45 PM	On	12 mph	9 mph	9 mph SE	-	1.800 g	0.327 g	21.7 mi.	75,694.9	14.14v	7,978 min	30.31475	-89.33696	436 State St, Bay St Louis, MS
7:14:45 PM	On	13 mph	8 mph	13 mph E	-	1.131 g	0.486 g	22.0 mi.	75,695.2	14.17v	7,980 min	30.31394	-89.33261	330 Demontluzin St, Bay St Louis, MS
7:16:45 PM	On	14 mph	7 mph	6 mph NW	-	0.184 g	0.486 g	22.2 mi.	75,695.4	14.14v	7,982 min	30.31262	-89.32999	301 State St, Bay St Louis, MS
7:18:45 PM	On	12 mph	10 mph	3 mph S	-	1.563 g	0.486 g	22.6 mi.	75,695.8	14.01v	7,984 min	30.31339	-89.33472	104 N Necaise Ave, Bay St Louis, MS
7:20:45 PM	On	16 mph	11 mph	9 mph E	-	1.531 g	0.237 g	22.9 mi.	75,696.1	14.04v	7,986 min	30.31025	-89.33177	308 Easterbrook St, Bay St Louis, MS
7:22:45 PM	On	14 mph	9 mph	6 mph N	-	0.861 g	0.543 g	23.2 mi.	75,696.4	14.07v	7,988 min	30.31352	-89.32952	299 N Toulme St, Bay St Louis, MS
7:24:45 PM	On	16 mph	11 mph	10 mph W	-	0.237 g	0.237 g	23.6 mi.	75,696.8	14.17v	7,990 min	30.31471	-89.33491	407 Demontluzin St, Bay St Louis, MS
7:26:45 PM	On	14 mph	8 mph	12 mph E	-	1.939 g	0.498 g	23.9 mi.	75,697.1	14.17v	7,992 min	30.31601	-89.33720	438 St George St, Bay St Louis, MS
7:28:45 PM	On	13 mph	10 mph	12 mph E	-	0.759 g	0.294 g	24.2 mi.	75,697.4	14.20v	7,994 min	30.31557	-89.33238	334 Carroll Ave, Bay St Louis, MS
7:30:45 PM	On	16 mph	11 mph	13 mph W	-	0.984 g	0.429 g	24.6 mi.	75,697.8	14.17v	7,996 min	30.31505	-89.32821	209 Ulman Ave, Bay St Louis, MS
7:32:45 PM	On	16 mph	12 mph	15 mph W	-	0.171 g	0.249 g	25.0 mi.	75,698.2	14.14v	7,998 min	30.31616	-89.33415	409 Carroll Ave, Bay St Louis, MS
7:34:45 PM	On	16 mph	12 mph	13 mph E	-	0.127 g	0.171 g	25.4 mi.	75,698.6	14.23v	8,000 min	30.31743	-89.33586	420 Ulman Ave, Bay St Louis, MS
7:36:45 PM	On	17 mph	12 mph	12 mph W	-	0.147 g	0.192 g	25.8 mi.	75,699.0	14.20v	8,002 min	30.31776	-89.33470	425 Webster St, Bay St Louis, MS
7:38:45 PM	On	17 mph	10 mph	10 mph E	-	0.927 g	0.498 g	26.1 mi.	75,699.3	14.17v	8,004 min	30.31920	-89.33561	Ruella Ave, Bay St Louis, MS
7:40:45 PM	On	14 mph	9 mph	13 mph E	-	2.049 g	0.498 g	26.4 mi.	75,699.6	14.14v	8,006 min	30.31775	-89.33096	284 Ruella Ave, Bay St Louis, MS
7:42:45 PM	On	17 mph	10 mph	17 mph E	-	1.020 g	0.351 g	26.7 mi.	75,699.9	14.20v	8,008 min	30.31616	-89.33173	326 Ulman Ave, Bay St Louis, MS
7:44:45 PM	On	17 mph	9 mph	9 mph SE	-	1.188 g	0.473 g	27.0 mi.	75,700.2	14.17v	8,010 min	30.31355	-89.32924	204 St George St, Bay St Louis, MS
7:46:45 PM	On	12 mph	8 mph	8 mph SW	-	0.939 g	0.453 g	27.3 mi.	75,700.5	14.17v	8,012 min	30.31179	-89.33019	S Toulme St, Bay St Louis, MS
7:48:45 PM	On	12 mph	8 mph	12 mph E	-	2.029 g	0.408 g	27.6 mi.	75,700.8	14.17v	8,014 min	30.30880	-89.33037	204 City Park Ave, Bay St Louis, MS
7:50:45 PM	On	21 mph	11 mph	14 mph W	-	1.176 g	0.396 g	27.9 mi.	75,701.1	14.14v	8,016 min	30.30631	-89.32961	127 Bookter St, Bay St Louis, MS
7:52:45 PM	On	14 mph	10 mph	1 mph SW	-	0.147 g	0.453 g	28.3 mi.	75,701.5	14.04v	8,018 min	30.30519	-89.33332	504 Hancock St, Bay St Louis, MS
7:54:45 PM	On	14 mph	7 mph	13 mph S	-	0.792 g	0.171 g	28.5 mi.	75,701.7	14.23v	8,020 min	30.30197	-89.33502	806 Hancock St, Bay St Louis, MS
7:56:45 PM	On	17 mph	10 mph	11 mph N	-	0.824 g	0.461 g	28.8 mi.	75,702.0	14.14v	8,022 min	30.30265	-89.33885	417 3rd St, Bay St Louis, MS
7:58:45 PM	On	14 mph	11 mph	13 mph E	-	0.690 g	0.473 g	29.2 mi.	75,702.4	14.11v	8,024 min	30.30711	-89.33638	398 Blaize Ave, Bay St Louis, MS
8:00:45 PM	On	18 mph	11 mph	0 mph SE	-	1.053 g	0.408 g	29.5 mi.	75,702.7	14.17v	8,026 min	30.30799	-89.33045	202 Union St, Bay St Louis, MS
8:02:45 PM	On	21 mph	13 mph	9 mph W	-	0.869 g	0.429 g	30.0 mi.	75,703.2	14.20v	8,028 min	30.30452	-89.33059	107 Sycamore St, Bay St Louis, MS
8:04:45 PM	On	12 mph	10 mph	12 mph W	-	1.176 g	0.461 g	30.3 mi.	75,703.5	14.20v	8,030 min	30.30616	-89.33576	237 Sycamore St, Bay St Louis, MS
8:06:45 PM	On	14 mph	11 mph	13 mph E	25 mph	0.216 g	0.171 g	30.7 mi.	75,703.9	14.17v	8,032 min	30.30477	-89.33389	204 Washington St, Bay St Louis, MS
8:08:45 PM	On	19 mph	12 mph	9 mph W	-	0.114 g	0.171 g	31.1 mi.	75,704.3	14.17v	8,034 min	30.30310	-89.33284	111 Citizen St, Bay St Louis, MS
8:10:45 PM	On	13 mph	10 mph	7 mph S	-	0.824 g	0.498 g	31.4 mi.	75,704.6	14.17v	8,036 min	30.30461	-89.33817	300 3rd St, Bay St Louis, MS
8:12:45 PM	On	16 mph	12 mph	13 mph E	-	0.147 g	0.196 g	31.8 mi.	75,705.0	14.11v	8,038 min	30.30098	-89.33531	108 St Charles St, Bay St Louis, MS
8:14:45 PM	On	19 mph	11 mph	12 mph SW	25 mph	0.918 g	0.416 g	32.2 mi.	75,705.4	14.07v	8,040 min	30.30187	-89.33230	712 S Beach Blvd, Bay St Louis, MS
8:16:45 PM	On	12 mph	10 mph	12 mph W	-	0.147 g	0.224 g	32.5 mi.	75,705.7	14.17v	8,042 min	30.30251	-89.33722	207 Caron Ln, Bay St Louis, MS
8:18:45 PM	On	16 mph	11 mph	9 mph W	25 mph	0.171 g	0.216 g	32.9 mi.	75,706.1	14.04v	8,044 min	30.30632	-89.33895	311 Washington St, Bay St Louis, MS

8:20:45 PM	On	14 mph	7 mph	14 mph SW	-	2.220 g	0.461 g	33.1 mi.	75,706.3	14.11v	8,046 min	30.30460	-89.34241	309 Central Ave, Bay St Louis, MS
8:22:45 PM	On	17 mph	15 mph	12 mph SW	-	0.216 g	0.159 g	33.6 mi.	75,706.8	14.17v	8,048 min	30.30088	-89.34947	Central Ave, Bay St Louis, MS
8:24:45 PM	On	16 mph	12 mph	15 mph SW	-	2.706 g	0.429 g	34.0 mi.	75,707.2	14.20v	8,050 min	30.29773	-89.35542	953 Central Ave, Bay St Louis, MS
8:26:45 PM	On	22 mph	14 mph	15 mph NE	-	0.102 g	0.224 g	34.5 mi.	75,707.7	14.11v	8,052 min	30.29543	-89.35746	203 Seabrook Dr, Waveland, MS
8:28:45 PM	On	17 mph	13 mph	16 mph SE	-	0.159 g	0.192 g	34.9 mi.	75,708.1	14.17v	8,054 min	30.29317	-89.35355	Lakeview Dr, Waveland, MS
8:30:45 PM	On	21 mph	13 mph	4 mph E	25 mph	2.482 g	0.486 g	35.3 mi.	75,708.5	14.20v	8,056 min	30.29060	-89.35407	653 N Beach Blvd, Waveland, MS
8:32:45 PM	On	17 mph	13 mph	16 mph W	-	0.167 g	0.147 g	35.8 mi.	75,709.0	14.20v	8,058 min	30.29458	-89.35813	Whispering Pines Dr, Waveland, MS
8:34:45 PM	On	17 mph	12 mph	9 mph NE	-	0.996 g	0.531 g	36.2 mi.	75,709.4	14.23v	8,060 min	30.29438	-89.35693	141 Aiken Rd, Waveland, MS
8:36:45 PM	On	17 mph	12 mph	17 mph E	25 mph	0.906 g	0.461 g	36.6 mi.	75,709.8	14.17v	8,062 min	30.29120	-89.35183	N Beach Blvd, Waveland, MS
8:38:45 PM	On	17 mph	2 mph	0 mph NW	-	0.082 g	0.237 g	36.7 mi.	75,709.9	14.17v	8,064 min	30.29184	-89.35215	Lakeview Dr, Waveland, MS
8:40:45 PM	On	15 mph	2 mph	13 mph NW	-	1.531 g	0.057 g	36.7 mi.	75,709.9	14.17v	8,066 min	30.29282	-89.35318	Lakeview Dr, Waveland, MS
8:42:45 PM	On	13 mph	10 mph	11 mph NW	-	2.131 g	0.371 g	37.1 mi.	75,710.3	14.20v	8,068 min	30.29591	-89.35717	222 Lakewood Dr, Waveland, MS
8:44:45 PM	On	18 mph	12 mph	12 mph E	-	0.139 g	0.216 g	37.5 mi.	75,710.7	14.20v	8,070 min	30.29716	-89.35235	238 Bay Oaks Dr, Bay St Louis, MS
8:46:45 PM	On	16 mph	12 mph	14 mph S	-	0.327 g	0.294 g	37.9 mi.	75,711.1	14.17v	8,072 min	30.29334	-89.34950	105 Bienville Dr, Waveland, MS
8:48:45 PM	On	16 mph	13 mph	12 mph W	-	0.204 g	0.180 g	38.3 mi.	75,711.5	14.17v	8,074 min	30.29454	-89.35274	Blue Heron Cv, Waveland, MS
8:50:45 PM	On	17 mph	13 mph	17 mph SE	-	0.192 g	0.294 g	38.8 mi.	75,712.0	14.20v	8,076 min	30.29261	-89.35103	Acadian Bay Ln, Waveland, MS
8:52:45 PM	On	25 mph	17 mph	12 mph W	-	0.249 g	0.229 g	39.3 mi.	75,712.5	14.20v	8,078 min	30.29500	-89.34501	103 Bay Oaks Dr, Bay St Louis, MS
8:54:45 PM	On	16 mph	12 mph	12 mph E	-	0.147 g	0.241 g	39.7 mi.	75,712.9	14.17v	8,080 min	30.29658	-89.34758	1002 Breeden Pl, Bay St Louis, MS
8:56:45 PM	On	14 mph	12 mph	11 mph W	-	0.690 g	0.416 g	40.1 mi.	75,713.3	14.20v	8,082 min	30.29732	-89.34975	209 Henley Pl, Bay St Louis, MS
8:58:45 PM	On	19 mph	14 mph	13 mph E	-	0.184 g	0.216 g	40.6 mi.	75,713.8	14.17v	8,084 min	30.29920	-89.35033	28 Chantilly Ter, Bay St Louis, MS
9:00:45 PM	On	16 mph	11 mph	11 mph SW	-	1.020 g	0.461 g	41.0 mi.	75,714.2	14.04v	8,086 min	30.29689	-89.34836	888 3rd St, Bay St Louis, MS
9:02:45 PM	On	16 mph	11 mph	12 mph E	-	1.335 g	0.453 g	41.3 mi.	75,714.5	14.20v	8,088 min	30.29849	-89.34345	312 Ramoneda St, Bay St Louis, MS
9:04:45 PM	On	15 mph	11 mph	14 mph W	-	0.927 g	0.306 g	41.7 mi.	75,714.9	14.17v	8,090 min	30.29769	-89.34080	115 Ramoneda St, Bay St Louis, MS
9:06:45 PM	On	16 mph	12 mph	16 mph NE	-	0.286 g	0.237 g	42.1 mi.	75,715.3	14.20v	8,092 min	30.30017	-89.34201	653 3rd St, Bay St Louis, MS
9:08:45 PM	On	16 mph	9 mph	11 mph W	-	0.951 g	0.461 g	42.4 mi.	75,715.6	14.26v	8,094 min	30.30250	-89.34023	209 St Charles St, Bay St Louis, MS
9:10:45 PM	On	15 mph	10 mph	10 mph E	-	1.551 g	0.441 g	42.7 mi.	75,715.9	14.20v	8,096 min	30.30304	-89.34432	237 Carre Ct, Bay St Louis, MS
9:12:45 PM	On	14 mph	10 mph	12 mph SW	-	0.171 g	0.273 g	43.1 mi.	75,716.3	14.07v	8,098 min	30.30109	-89.34034	515 3rd St, Bay St Louis, MS
9:14:45 PM	On	17 mph	13 mph	14 mph W	-	0.216 g	0.273 g	43.5 mi.	75,716.7	14.17v	8,100 min	30.29813	-89.34683	1 Chantilly Ter, Bay St Louis, MS
9:16:45 PM	On	19 mph	15 mph	17 mph NE	-	0.135 g	0.139 g	44.0 mi.	75,717.2	14.17v	8,102 min	30.30119	-89.34886	Central Ave, Bay St Louis, MS
9:18:45 PM	On	19 mph	14 mph	9 mph E	-	0.114 g	0.282 g	44.5 mi.	75,717.7	14.14v	8,104 min	30.30468	-89.34201	Ballentine St, Bay St Louis, MS
9:20:45 PM	On	15 mph	11 mph	12 mph S	-	0.690 g	0.510 g	44.8 mi.	75,718.0	14.17v	8,106 min	30.30255	-89.33653	204 Easy St, Bay St Louis, MS
9:22:45 PM	On	17 mph	11 mph	11 mph W	-	0.869 g	0.441 g	45.2 mi.	75,718.4	14.20v	8,108 min	30.30520	-89.33974	321 Citizen St, Bay St Louis, MS
9:24:45 PM	On	14 mph	2 mph	0 mph NE	-	0.869 g	0.486 g	45.3 mi.	75,718.5	14.14v	8,110 min	30.30562	-89.34046	351 Citizen St, Bay St Louis, MS
9:26:45 PM	On	20 mph	9 mph	20 mph W	25 mph	0.804 g	0.159 g	45.6 mi.	75,718.8	14.04v	8,112 min	30.30738	-89.34228	431 Washington St, Bay St Louis, MS
9:28:45 PM	On	28 mph	20 mph	25 mph W	25 mph	0.861 g	0.453 g	46.2 mi.	75,719.4	14.14v	8,114 min	30.31074	-89.35308	817 Washington St, Bay St Louis, MS
9:30:45 PM	On	39 mph	26 mph	36 mph W	45 mph	1.008 g	0.408 g	47.1 mi.	75,720.3	14.20v	8,116 min	30.31012	-89.36673	US-90, Bay St Louis, MS
9:32:45 PM	On	44 mph	38 mph	43 mph NW	45 mph	0.139 g	0.159 g	48.4 mi.	75,721.6	14.20v	8,118 min	30.31136	-89.38493	MS-43, Bay St Louis, MS
9:34:45 PM	On	48 mph	41 mph	0 mph NW	55 mph	0.102 g	0.441 g	49.7 mi.	75,722.9	14.07v	8,120 min	30.31664	-89.40658	10492 MS-603, Bay St Louis, MS
9:36:45 PM	On	58 mph	47 mph	58 mph NW	55 mph	1.041 g	0.033 g	51.3 mi.	75,724.5	14.20v	8,122 min	30.33174	-89.42593	11296 MS-43, Bay St Louis, MS
9:38:45 PM	On	58 mph	54 mph	50 mph N	55 mph	0.057 g	0.057 g	53.1 mi.	75,726.3	14.20v	8,124 min	30.35641	-89.42244	MS-43, Bay St Louis, MS
9:40:45 PM	On	57 mph	53 mph	55 mph NW	55 mph	0.167 g	0.237 g	54.9 mi.	75,728.1	13.71v	8,126 min	30.37818	-89.43691	MS-43, Kiln, MS
9:42:45 PM	On	57 mph	53 mph	53 mph NE	45 mph	0.192 g	0.082 g	56.6 mi.	75,729.8	13.59v	8,128 min	30.40123	-89.44779	16066 MS-43, Kiln, MS
9:44:45 PM	On	53 mph	40 mph	38 mph E	35 mph	0.171 g	0.216 g	57.9 mi.	75,731.1	13.59v	8,130 min	30.40695	-89.43026	Kiln-Delisle Rd, Kiln, MS

9:46:45 PM	On	39 mph	29 mph	38 mph N	-	0.192 g	0.237 g	58.9 mi.	75,732.1	13.62v	8,132 min	30.41568	-89.42258	Old Joe Moran St, Kiln, MS
9:48:45 PM	On	40 mph	35 mph	36 mph N	-	0.147 g	0.261 g	60.1 mi.	75,733.3	13.59v	8,134 min	30.43179	-89.41706	Joe Moran Rd, Kiln, MS
9:50:45 PM	On	40 mph	19 mph	0 mph E	-	0.159 g	0.486 g	60.7 mi.	75,733.9	13.59v	8,136 min	30.43904	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:52:45 PM	On	0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	60.7 mi.	75,733.9	13.28v	8,138 min	30.43904	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:54:45 PM	On	0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	60.7 mi.	75,733.9	13.31v	8,140 min	30.43904	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:55:28 PM	Off	0 mph	0 mph	0 mph E	-	0.000 g	0.000 g	60.7 mi.	75,733.9	13.31v	8,141 min	30.43904	-89.41441	18403 Joe Moran Rd, Kiln, MS

Fri Jan 15, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:58 AM			0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	13.01v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:57 PM			0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.68v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

Sat Jan 16, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:56 AM			0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.65v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:55 PM			0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.62v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

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To: Alan Moran

From: Jeff North

RE: Calibration and Droplet Testing Protocols

Date: 11-18-2020

Dear Alan:

Regarding our discussion on frequency of calibration and droplet testing of ULV fogging equipment, I normally droplet test once a year to make sure droplet specifications are met. Calibration can be checked several times during the year to make sure nothing has changed during a spray season. It is rare, I have found, for calibrations to change unless equipment has been adjusted or parts replaced, etc.

Always check chemical filters periodically and clean them to make sure residue doesn't build up thus altering flow.

As in the past, I am always available for consultation and or services when needed. Your equipment has always met droplet specifications and if you suspect otherwise, we can always re-check. I will be available anytime you need services of calibration and droplet testing. Please let me know if you have any questions or if I can do anything for you.

Best Regards
Jeff North
Entomologist/Technical Services
ADAPCO

ADAPCO
550 Aero Ln
Sanford, FL 32771

T 800 367 0659

azelis.com/americas | myadapco.com

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

PHILIP'S PEST CONTROL
MOSQUITO DIVISION
18516 OLD JOE MORAN ROAD
KILN, MS 39556
PHONE: 228-493-3700

Board of Supervisors President
854 Hwy 90
Bay St Louis, MS 39520

RE: Weekly Report: January 17-23, 2021

Philip's Pest Control Mosquito Division performed the services of mosquito control for the week of January 17-23, 2021 in Hancock County, MS. Please see attached document for a complete weekly report.

Trapping will not be included in this report due to trapping only being performed March—October each year. Larviciding is minimal due to cold weather conditions.

Sincerely,

Alan Moran
Manager

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

PHILIP'S PEST CONTROL
MOSQUITO DIVISION
18516 OLD JOE MORAN ROAD
KILN, MS 39556

WEEKLY REPORT RECAP JANUARY 17-23 2021

ADULTICIDING REPORT

Miles Sprayed— 78

Acerage Treated— 2808

LARVICIDING REPORT

Miles treated for standing water—0

SERVICE REQUEST RECEIVED

Adulticiding— 0

Larviciding _ 0

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

PHILIP'S PEST CONTROL
MOSQUITO DIVISION
18516 OLD JOE MORAN ROAD
KILN, MS 39556

DROPLET TEST

WEEK OF DECEMBER 17, 2020 TO DECEMBER 23, 2020

PERFORMED December 21, 2020

RESULTS: less than a quart per min which is sufficient to correct amount to spray for mosquito control.

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

Activity Detail Overview »

Location Records	179	**Sorted By**	Time
Total Distance Traveled	77.8 mi.	**Selected Vehicle**	10 (vin: 1GCHSDE33G1109077)
Average Speed	14 mph	**Report Time Period**	Jan 17 12:00 AM to Jan 23 11:59 PM (CST)
Landmarked Stops	Show	**Report Created**	February 3, 2021 10:08:04 AM
Max Speed	81 mph		

* Distance is accumulated daily
* Odometer values are on the spreadsheet export.
* Only the closest landmark is shown.
* Landmarks over 3.8 miles wide have been excluded.
* Run Time is based on Total GPS Device Hours.

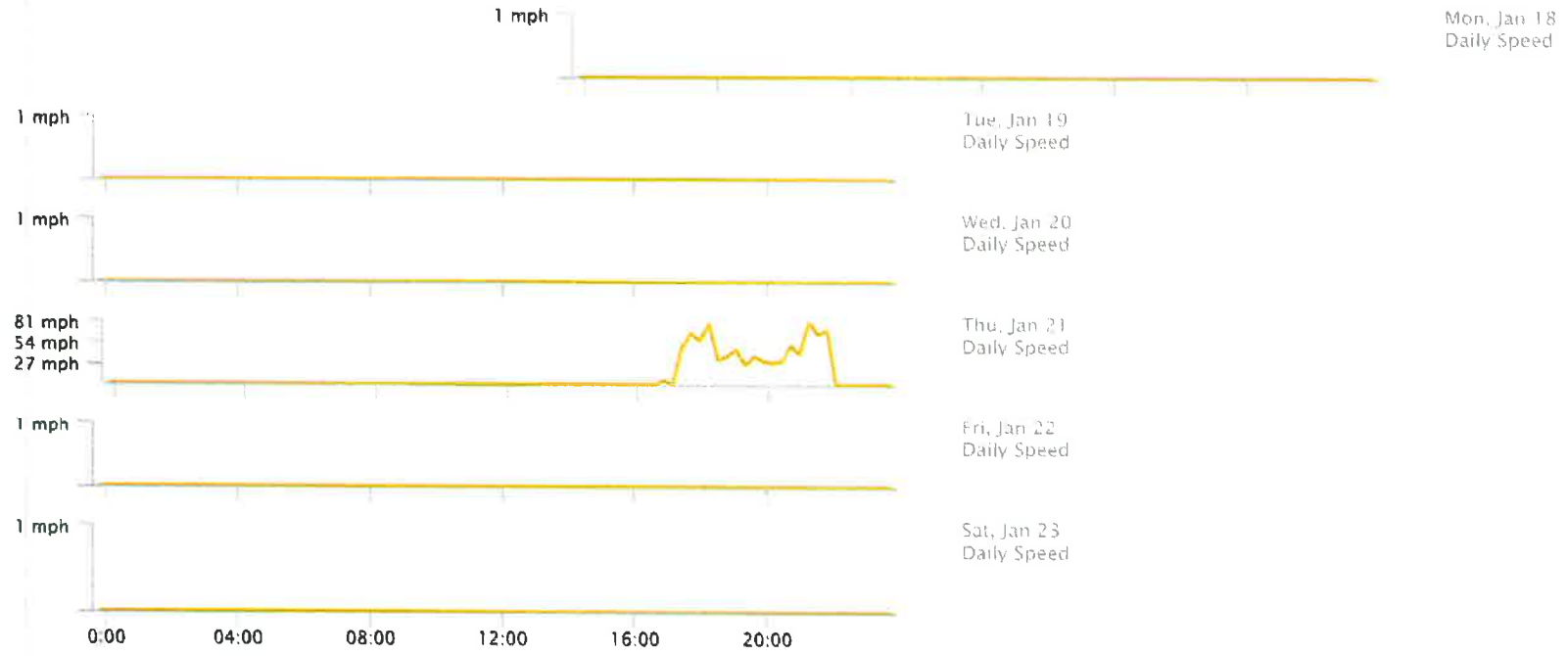
wex TELEMATICS

Philips Pest Control LLC

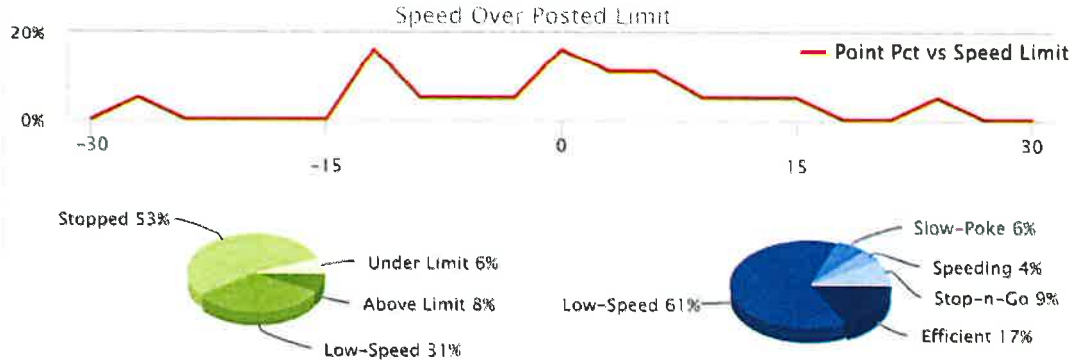
Export Data | Email Report

Speed Graphs »

show/hide



Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)



Low-Speed: inst-speed is under 15 mph | No Address: address or speed-limit unknown | Efficient: inst-speed within 10 mph of speed-limit | Stop-n-Go: zero inst-speed and nonzero max-speed | Speeding: inst-speed more than 10 mph over speed-limit | Slow-Poke: inst-speed between 15 mph and 10 mph under limit

Activity Detail Report »

Selected Vehicle: 10

Sun Jan 17, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:04:27 AM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.46v	12,877 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS
10:04:24 PM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.49v	12,877 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS

Mon Jan 18, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:04:23 AM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.43v	12,877 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS
10:04:23 PM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.43v	12,877 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS

Tue Jan 19, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:04:23 AM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.40v	12,877 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS
10:04:23 PM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.43v	12,877 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS

Wed Jan 20, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:04:20 AM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.40v	12,877 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS
10:04:19 PM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.43v	12,877 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS

Thu Jan 21, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:04:18 AM			0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.40v	12,877 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS
4:47:23 PM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	14.96v	12,877 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS
4:49:22 PM	On		6 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	14.20v	12,879 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS
4:51:22 PM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.59v	12,881 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS
4:51:32 PM	Off		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.55v	12,881 min	30.43900	-89.41448	18403 Joe Moran Rd, Kiln, MS
5:02:26 PM	On		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.01v	12,881 min	30.43920	-89.41453	18403 Joe Moran Rd, Kiln, MS
5:04:25 PM	On		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.34v	12,883 min	30.43920	-89.41453	18403 Joe Moran Rd, Kiln, MS
5:04:35 PM	Off		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,472.7	12.34v	12,884 min	30.43920	-89.41453	18403 Joe Moran Rd, Kiln, MS
5:15:19 PM	On		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,472.7	14.90v	12,884 min	30.43920	-89.41453	18403 Joe Moran Rd, Kiln, MS
5:17:19 PM	On		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,472.7	14.20v	12,886 min	30.43920	-89.41453	18403 Joe Moran Rd, Kiln, MS
5:19:19 PM	On		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,472.7	14.26v	12,888 min	30.43920	-89.41453	18403 Joe Moran Rd, Kiln, MS
5:20:29 PM		Idling - OBD	0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,472.7	14.17v	12,888 min	30.43920	-89.41453	18403 Joe Moran Rd, Kiln, MS
5:21:19 PM	On		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,472.7	14.17v	12,890 min	30.43920	-89.41453	18403 Joe Moran Rd, Kiln, MS
5:23:19 PM	On		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,472.7	14.20v	12,892 min	30.43920	-89.41453	18403 Joe Moran Rd, Kiln, MS
5:25:19 PM	On		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,472.7	14.23v	12,894 min	30.43920	-89.41453	18403 Joe Moran Rd, Kiln, MS
5:25:29 PM		Idling - OBD	0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,472.7	14.17v	12,894 min	30.43920	-89.41453	18403 Joe Moran Rd, Kiln, MS
5:27:19 PM	On		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	97,472.7	14.07v	12,896 min	30.43920	-89.41453	18403 Joe Moran Rd, Kiln, MS
5:29:19 PM	On		6 mph	1 mph	0 mph S	-	0.645 g	0.396 g	0.0 mi.	97,472.7	14.20v	12,898 min	30.43917	-89.41452	18403 Joe Moran Rd, Kiln, MS
5:31:19 PM	On		0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	97,472.7	14.23v	12,900	30.43914	-89.41454	18403 Joe Moran Rd, Kiln, MS

5:32:47 PM		Idling - OBD	0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	97,472.7	14.20v	12,900 min	30.43914	-89.41454	18403 Joe Moran Rd, Kiln, MS
5:33:19 PM	On		0 mph	0 mph	0 mph S	-	0.000 g	0.000 g	0.0 mi.	97,472.7	14.23v	12,902 min	30.43914	-89.41454	18403 Joe Moran Rd, Kiln, MS
5:35:19 PM	On		47 mph	13 mph	47 mph S	-	0.620 g	0.339 g	0.5 mi.	97,473.2	14.20v	12,904 min	30.43437	-89.41706	18181 Old Joe Moran Rd, Kiln, MS
5:37:19 PM	On		63 mph	47 mph	43 mph S	-	0.261 g	0.327 g	2.1 mi.	97,474.8	14.26v	12,906 min	30.41255	-89.42262	16281 Old Joe Moran St, Kiln, MS
5:39:19 PM	On		44 mph	32 mph	9 mph W	35 mph	1.131 g	0.363 g	3.1 mi.	97,475.8	14.07v	12,908 min	30.40907	-89.43504	6568 Kiln-Delisle Rd, Kiln, MS
5:41:19 PM	On		62 mph	40 mph	62 mph SE	55 mph	1.029 g	0.396 g	4.5 mi.	97,477.2	14.23v	12,910 min	30.39698	-89.44739	15779 MS-43, Kiln, MS
5:43:19 PM	On		67 mph	58 mph	60 mph W	35 mph	0.327 g	0.306 g	6.4 mi.	97,479.1	14.26v	12,912 min	30.38236	-89.45458	7332 Texas Flat Rd, Kiln, MS
5:45:19 PM	On		60 mph	25 mph	11 mph SE	-	0.861 g	0.498 g	7.2 mi.	97,479.9	14.20v	12,914 min	30.38443	-89.46463	Kiln, MS
5:47:19 PM	On		12 mph	9 mph	12 mph SE	-	0.196 g	0.229 g	7.5 mi.	97,480.2	14.29v	12,916 min	30.38512	-89.46051	Magnolia Dr, Kiln, MS
5:49:19 PM	On		12 mph	10 mph	9 mph W	-	0.212 g	0.180 g	7.9 mi.	97,480.6	14.17v	12,918 min	30.38570	-89.45810	Kiln, MS
5:51:19 PM	On		12 mph	9 mph	9 mph N	-	0.216 g	0.339 g	8.2 mi.	97,480.9	14.17v	12,920 min	30.38676	-89.46085	Kiln, MS
5:53:19 PM	On		12 mph	10 mph	9 mph N	-	0.114 g	0.339 g	8.5 mi.	97,481.2	14.14v	12,922 min	30.38794	-89.45680	Kiln, MS
5:55:19 PM	On		14 mph	10 mph	14 mph NW	-	0.192 g	0.147 g	8.8 mi.	97,481.5	14.17v	12,924 min	30.38741	-89.45887	Kiln, MS
5:57:19 PM	On		13 mph	11 mph	10 mph W	-	0.216 g	0.229 g	9.2 mi.	97,481.9	14.20v	12,926 min	30.38569	-89.46262	Lake Shore Dr, Kiln, MS
5:59:19 PM	On		35 mph	12 mph	35 mph E	35 mph	0.837 g	0.461 g	9.6 mi.	97,482.3	14.20v	12,928 min	30.38337	-89.46523	8120 Texas Flat Rd, Kiln, MS
6:01:19 PM	On		57 mph	42 mph	9 mph E	-	0.135 g	0.294 g	11.0 mi.	97,483.7	14.29v	12,930 min	30.38190	-89.44308	6067 Magnolia Dr, Kiln, MS
6:03:19 PM	On		17 mph	12 mph	9 mph E	-	0.261 g	0.237 g	11.4 mi.	97,484.1	14.32v	12,932 min	30.38004	-89.44308	Dogwood Dr, Kiln, MS
6:05:19 PM	On		14 mph	11 mph	10 mph SW	-	0.306 g	0.180 g	11.8 mi.	97,484.5	14.17v	12,934 min	30.37991	-89.44137	6064 Red Bud Dr, Kiln, MS
6:07:19 PM	On		15 mph	11 mph	12 mph E	-	0.192 g	0.224 g	12.2 mi.	97,484.9	14.20v	12,936 min	30.37796	-89.44012	6037 Live Oak Dr, Kiln, MS
6:09:19 PM	On		14 mph	10 mph	13 mph N	-	1.143 g	0.420 g	12.5 mi.	97,485.2	14.14v	12,938 min	30.37959	-89.43890	14198 Pecan Grove Dr, Kiln, MS
6:11:19 PM	On		58 mph	22 mph	58 mph S	55 mph	0.286 g	0.180 g	13.2 mi.	97,485.9	14.14v	12,940 min	30.37908	-89.43744	MS-43, Kiln, MS
6:13:19 PM	On		72 mph	56 mph	43 mph NE	70 mph	0.273 g	0.400 g	15.1 mi.	97,487.8	14.17v	12,942 min	30.35846	-89.42113	I-10, Bay St Louis, MS
6:13:47 PM		Speeding - OBD	79 mph	68 mph	76 mph E	70 mph	0.151 g	0.069 g	15.6 mi.	97,488.3	14.23v	12,942 min	30.36140	-89.41303	I-10, Bay St Louis, MS
6:15:19 PM	On		79 mph	72 mph	70 mph E	70 mph	0.151 g	0.135 g	17.5 mi.	97,490.2	14.14v	12,944 min	30.37038	-89.38350	I-10, Diamondhead, MS
6:17:19 PM	On		71 mph	27 mph	16 mph	-	0.180 g	0.273 g	18.4 mi.	97,491.1	14.14v	12,946	30.36520	-89.37758	2430 Airport Dr, Diamondhead, MS

				SW							min			
6:19:19 PM	On	20 mph	14 mph	16 mph W	-	0.894 g	0.453 g	18.9 mi.	97,491.6	14.20v	12,948 min	30.36245	-89.38340	2390 Coelho Way, Diamondhead, MS
6:21:19 PM	On	17 mph	14 mph	17 mph NE	-	0.180 g	0.441 g	19.3 mi.	97,492.0	14.17v	12,950 min	30.36530	-89.37992	2373 Coelho Way, Diamondhead, MS
6:23:19 PM	On	22 mph	17 mph	17 mph W	-	0.327 g	0.171 g	19.9 mi.	97,492.6	14.20v	12,952 min	30.36099	-89.38228	2358 Airport Dr, Diamondhead, MS
6:25:19 PM	On	18 mph	13 mph	17 mph SW	-	0.849 g	0.339 g	20.3 mi.	97,493.0	14.17v	12,954 min	30.35827	-89.38235	1328 Kaumakapili St, Diamondhead, MS
6:27:19 PM	On	18 mph	15 mph	14 mph SW	-	0.192 g	0.114 g	20.8 mi.	97,493.5	14.14v	12,956 min	30.35319	-89.38386	34 Puunani Pl, Diamondhead, MS
6:29:19 PM	On	17 mph	12 mph	17 mph N	-	0.180 g	0.294 g	21.2 mi.	97,493.9	14.14v	12,958 min	30.35569	-89.38512	Kalaepohuku Dr, Diamondhead, MS
6:31:19 PM	On	18 mph	14 mph	14 mph S	-	0.261 g	0.159 g	21.7 mi.	97,494.4	14.17v	12,960 min	30.35554	-89.38133	101 Kalaepohuku Dr, Diamondhead, MS
6:33:19 PM	On	20 mph	13 mph	12 mph NW	-	0.286 g	0.184 g	22.1 mi.	97,494.8	13.59v	12,962 min	30.35652	-89.38244	332 Kalaepohuku Dr, Diamondhead, MS
6:35:19 PM	On	32 mph	17 mph	12 mph NE	-	0.216 g	0.204 g	22.7 mi.	97,495.4	14.14v	12,964 min	30.35836	-89.37896	1426 Hanakeloha Pl, Diamondhead, MS
6:37:19 PM	On	17 mph	13 mph	12 mph E	-	0.171 g	0.327 g	23.1 mi.	97,495.8	13.59v	12,966 min	30.35991	-89.37932	1312 Paani Ct, Diamondhead, MS
6:39:19 PM	On	20 mph	15 mph	17 mph SE	-	0.224 g	0.180 g	23.6 mi.	97,496.3	13.95v	12,968 min	30.36185	-89.37813	Olu Dr, Diamondhead, MS
6:41:19 PM	On	17 mph	13 mph	6 mph NE	-	0.286 g	0.192 g	24.1 mi.	97,496.8	13.62v	12,970 min	30.36127	-89.37679	2446 Kanoa Way, Diamondhead, MS
6:43:19 PM	On	19 mph	13 mph	12 mph S	-	0.286 g	0.204 g	24.5 mi.	97,497.2	13.92v	12,972 min	30.36432	-89.37697	Hau St, Diamondhead, MS
6:45:19 PM	On	16 mph	13 mph	11 mph N	-	0.339 g	0.216 g	24.9 mi.	97,497.6	13.59v	12,974 min	30.36489	-89.37762	2401 Iki Pl, Diamondhead, MS
6:47:19 PM	On	29 mph	16 mph	12 mph N	-	0.171 g	0.159 g	25.5 mi.	97,498.2	13.86v	12,976 min	30.36731	-89.37367	Lumahai Pl, Diamondhead, MS
6:49:19 PM	On	19 mph	14 mph	17 mph SE	-	0.171 g	0.147 g	25.9 mi.	97,498.6	13.59v	12,978 min	30.36712	-89.37130	358 Loulu Pl, Diamondhead, MS
6:51:19 PM	On	28 mph	15 mph	28 mph N	-	0.229 g	0.192 g	26.4 mi.	97,499.1	13.83v	12,980 min	30.36896	-89.37541	458 Diamondhead Dr S, Diamondhead, MS
6:53:19 PM	On	37 mph	27 mph	17 mph N	30 mph	0.927 g	0.429 g	27.3 mi.	97,500.0	13.47v	12,982 min	30.38161	-89.37870	5383 Diamondhead Cir, Diamondhead, MS
6:55:19 PM	On	22 mph	17 mph	14 mph SW	-	0.343 g	0.273 g	27.9 mi.	97,500.6	13.59v	12,984 min	30.37819	-89.38549	Oaks Blvd, Diamondhead, MS
6:57:19 PM	On	16 mph	13 mph	8 mph SW	-	0.229 g	0.229 g	28.3 mi.	97,501.0	13.56v	12,986 min	30.38069	-89.38288	4 Whispering Branch Way, Diamondhead, MS
6:59:19 PM	On	21 mph	13 mph	16 mph SW	-	1.029 g	0.269 g	28.8 mi.	97,501.5	13.56v	12,988 min	30.37662	-89.38646	5200 Noma Dr, Diamondhead, MS
7:01:19 PM	On	20 mph	14 mph	6 mph SE	-	0.196 g	0.314 g	29.3 mi.	97,502.0	13.59v	12,990 min	30.37393	-89.38743	4299 Noma Pl, Diamondhead, MS
7:03:19 PM	On	46 mph	26 mph	32 mph NE	-	1.053 g	0.510 g	30.1 mi.	97,502.8	13.59v	12,992 min	30.37204	-89.39022	42041 Noma Dr, Diamondhead, MS
7:05:19 PM	On	36 mph	24 mph	25 mph NE	-	0.216 g	0.204 g	30.9 mi.	97,503.6	13.59v	12,994 min	30.38093	-89.38350	5305 Noma Dr, Diamondhead, MS
7:07:19 PM	On	30 mph	17 mph	21 mph N	30 mph	1.143 g	0.441 g	31.5 mi.	97,504.2	13.77v	12,996	30.38409	-89.38101	63767 Diamondhead Dr N, Diamondhead,

											min			MS
7:09:19 PM	On	25 mph	15 mph	14 mph E	-	0.261 g	0.241 g	32.0 mi.	97,504.7	13.62v	12,998 min	30.38451	-89.38398	636 Banyan Pl, Diamondhead, MS
7:11:19 PM	On	19 mph	14 mph	11 mph NW	30 mph	0.192 g	0.184 g	32.5 mi.	97,505.2	13.62v	13,000 min	30.38719	-89.38511	63715 Diamondhead Dr N, Diamondhead, MS
7:13:19 PM	On	25 mph	18 mph	18 mph E	30 mph	0.318 g	0.286 g	33.1 mi.	97,505.8	13.62v	13,002 min	30.39219	-89.38399	73669 Diamondhead Dr N, Diamondhead, MS
7:15:19 PM	On	22 mph	15 mph	4 mph NE	-	1.008 g	0.384 g	33.6 mi.	97,506.3	13.56v	13,004 min	30.39731	-89.38276	8399 Maunalani Pl, Diamondhead, MS
7:17:19 PM	On	18 mph	12 mph	18 mph SE	-	0.690 g	0.159 g	34.0 mi.	97,506.7	13.53v	13,006 min	30.39704	-89.38501	8342 Maunalani Pl, Diamondhead, MS
7:19:19 PM	On	18 mph	13 mph	17 mph S	-	0.576 g	0.351 g	34.4 mi.	97,507.1	13.59v	13,008 min	30.39461	-89.38106	8310 Analii St, Diamondhead, MS
7:21:19 PM	On	19 mph	15 mph	17 mph N	-	0.159 g	0.147 g	34.9 mi.	97,507.6	13.59v	13,010 min	30.39448	-89.37817	8434 Kaleki Way, Diamondhead, MS
7:23:19 PM	On	20 mph	17 mph	17 mph E	-	0.229 g	0.180 g	35.5 mi.	97,508.2	13.53v	13,012 min	30.39205	-89.37787	7449 Ieke Dr, Diamondhead, MS
7:25:19 PM	On	23 mph	16 mph	16 mph SW	-	0.376 g	0.286 g	36.0 mi.	97,508.7	13.56v	13,014 min	30.39675	-89.37979	83158 Lola Dr, Diamondhead, MS
7:27:19 PM	On	23 mph	18 mph	20 mph E	-	0.216 g	0.224 g	36.6 mi.	97,509.3	13.56v	13,016 min	30.39849	-89.37795	8423 Makiki Dr, Diamondhead, MS
7:29:19 PM	On	20 mph	16 mph	16 mph NE	-	0.184 g	0.229 g	37.1 mi.	97,509.8	13.53v	13,018 min	30.40056	-89.37295	9401 Kolo Way, Diamondhead, MS
7:31:19 PM	On	25 mph	17 mph	17 mph SE	-	0.343 g	0.229 g	37.7 mi.	97,510.4	13.53v	13,020 min	30.40162	-89.37460	Bayou Dr, Diamondhead, MS
7:33:19 PM	On	24 mph	18 mph	20 mph SW	-	0.204 g	0.229 g	38.3 mi.	97,511.0	13.62v	13,022 min	30.39589	-89.37212	857 OP Ia Way, Diamondhead, MS
7:35:19 PM	On	25 mph	16 mph	17 mph N	-	0.869 g	0.384 g	38.8 mi.	97,511.5	13.41v	13,024 min	30.39897	-89.36928	9559 Laala Way, Diamondhead, MS
7:37:19 PM	On	31 mph	18 mph	11 mph NE	30 mph	0.192 g	0.204 g	39.4 mi.	97,512.1	13.65v	13,026 min	30.40054	-89.36151	Diamondhead, MS
7:39:19 PM	On	20 mph	14 mph	16 mph NE	-	0.216 g	0.159 g	39.9 mi.	97,512.6	13.62v	13,028 min	30.40169	-89.36074	9610 Kino St, Diamondhead, MS
7:41:19 PM	On	21 mph	17 mph	21 mph E	-	0.196 g	0.184 g	40.5 mi.	97,513.2	13.56v	13,030 min	30.40466	-89.35900	10730 Linohau Way, Diamondhead, MS
7:43:19 PM	On	20 mph	16 mph	19 mph SW	-	0.171 g	0.241 g	41.0 mi.	97,513.7	13.53v	13,032 min	30.40451	-89.35760	10725 Luawai Way, Diamondhead, MS
7:45:19 PM	On	37 mph	23 mph	19 mph NW	-	0.939 g	0.253 g	41.8 mi.	97,514.5	13.68v	13,034 min	30.40549	-89.36715	Kapalama Dr, Diamondhead, MS
7:47:19 PM	On	22 mph	15 mph	15 mph NE	-	0.420 g	0.204 g	42.3 mi.	97,515.0	13.47v	13,036 min	30.40544	-89.36798	Kapalama Dr, Diamondhead, MS
7:49:19 PM	On	34 mph	27 mph	28 mph E	-	0.241 g	0.114 g	43.2 mi.	97,515.9	13.62v	13,038 min	30.40239	-89.35403	97182 Kapalama Dr, Diamondhead, MS
7:51:19 PM	On	30 mph	19 mph	15 mph SE	-	0.184 g	0.229 g	43.8 mi.	97,516.5	13.59v	13,040 min	30.40277	-89.34984	9833 Ala Moana St, Diamondhead, MS
7:53:19 PM	On	19 mph	14 mph	14 mph S	-	0.192 g	0.192 g	44.3 mi.	97,517.0	13.65v	13,042 min	30.40159	-89.34828	9860 Kaimuki Ct, Diamondhead, MS
7:55:19 PM	On	20 mph	14 mph	20 mph N	-	0.216 g	0.224 g	44.7 mi.	97,517.4	13.53v	13,044 min	30.40173	-89.34725	9971 Koloa St, Diamondhead, MS
7:57:18 PM	On	21 mph	17 mph	12 mph W	-	0.094 g	0.171 g	45.3 mi.	97,518.0	13.50v	13,046	30.39900	-89.34261	Kahana St, Diamondhead, MS

											min			
7:59:18 PM	On	15 mph	5 mph	13 mph W	-	0.747 g	0.384 g	45.5 mi.	97,518.2	13.59v	13,048 min	30.39729	-89.34397	8917 Maili Way, Diamondhead, MS
8:01:18 PM	On	19 mph	16 mph	17 mph S	-	0.273 g	0.192 g	46.0 mi.	97,518.7	13.59v	13,050 min	30.39358	-89.34208	899 Hanalei Cir, Diamondhead, MS
8:03:18 PM	On	24 mph	19 mph	20 mph SW	-	0.204 g	0.318 g	46.6 mi.	97,519.3	13.56v	13,052 min	30.38524	-89.34274	69265 Diamondhead Dr E, Diamondhead, MS
8:05:18 PM	On	20 mph	14 mph	16 mph W	-	0.261 g	0.273 g	47.1 mi.	97,519.8	13.59v	13,054 min	30.38418	-89.34277	6956 Apuwai Pl, Diamondhead, MS
8:07:18 PM	On	21 mph	16 mph	17 mph W	-	0.824 g	0.327 g	47.6 mi.	97,520.3	13.62v	13,056 min	30.38273	-89.34767	684 Apona St, Diamondhead, MS
8:09:18 PM	On	19 mph	14 mph	19 mph W	-	1.041 g	0.286 g	48.1 mi.	97,520.8	13.56v	13,058 min	30.38357	-89.34882	68215 Diamondhead Dr E, Diamondhead, MS
8:11:18 PM	On	25 mph	16 mph	25 mph W	-	0.261 g	0.249 g	48.6 mi.	97,521.3	13.59v	13,060 min	30.38226	-89.35319	68185 Diamondhead Dr E, Diamondhead, MS
8:13:18 PM	On	28 mph	19 mph	17 mph SW	-	0.192 g	0.184 g	49.2 mi.	97,521.9	13.59v	13,062 min	30.38051	-89.35865	579 Anoai Way, Diamondhead, MS
8:15:18 PM	On	23 mph	18 mph	23 mph W	-	0.159 g	0.216 g	49.8 mi.	97,522.5	13.59v	13,064 min	30.37711	-89.36682	5511 Aila St, Diamondhead, MS
8:17:18 PM	On	28 mph	19 mph	16 mph NE	-	1.029 g	0.339 g	50.5 mi.	97,523.2	13.38v	13,066 min	30.37936	-89.37452	Hoaka Ln, Diamondhead, MS
8:19:18 PM	On	23 mph	16 mph	15 mph N	-	0.224 g	0.224 g	51.0 mi.	97,523.7	13.62v	13,068 min	30.38398	-89.37902	6418 Apelehama Rd, Diamondhead, MS
8:21:18 PM	On	19 mph	16 mph	11 mph S	-	0.351 g	0.159 g	51.5 mi.	97,524.2	13.53v	13,070 min	30.38426	-89.37266	6436 Kiko St, Diamondhead, MS
8:23:18 PM	On	20 mph	16 mph	17 mph E	-	0.184 g	0.216 g	52.1 mi.	97,524.8	13.62v	13,072 min	30.38530	-89.36894	6547 Alakoko Dr, Diamondhead, MS
8:25:18 PM	On	22 mph	18 mph	14 mph N	-	0.159 g	0.216 g	52.7 mi.	97,525.4	13.56v	13,074 min	30.38323	-89.36692	6528 Alakoko Dr, Diamondhead, MS
8:27:18 PM	On	24 mph	17 mph	16 mph SE	-	1.041 g	0.453 g	53.2 mi.	97,525.9	13.44v	13,076 min	30.38237	-89.36460	554 Ahui St, Diamondhead, MS
8:29:18 PM	On	20 mph	15 mph	20 mph NE	-	0.294 g	0.204 g	53.7 mi.	97,526.4	13.16v	13,078 min	30.38119	-89.36365	Ahuawa Pl, Diamondhead, MS
8:31:18 PM	On	22 mph	17 mph	18 mph SW	-	0.159 g	0.192 g	54.3 mi.	97,527.0	13.56v	13,080 min	30.38361	-89.36294	Ahekolo Cir, Diamondhead, MS
8:33:18 PM	On	30 mph	18 mph	7 mph W	-	0.216 g	0.241 g	54.9 mi.	97,527.6	13.53v	13,082 min	30.38800	-89.36317	7600 Fairway Dr, Diamondhead, MS
8:35:18 PM	On	20 mph	14 mph	11 mph E	-	0.237 g	0.408 g	55.4 mi.	97,528.1	13.62v	13,084 min	30.38768	-89.36859	7629 Fairway Dr, Diamondhead, MS
8:37:18 PM	On	30 mph	18 mph	16 mph W	-	0.241 g	0.204 g	56.0 mi.	97,528.7	13.71v	13,086 min	30.39008	-89.36269	752 Cherryhill Dr, Diamondhead, MS
8:39:18 PM	On	25 mph	18 mph	17 mph W	-	0.192 g	0.261 g	56.6 mi.	97,529.3	13.56v	13,088 min	30.38942	-89.37203	7428 Turnberry Dr, Diamondhead, MS
8:41:18 PM	On	22 mph	17 mph	18 mph SE	-	0.294 g	0.318 g	57.1 mi.	97,529.8	13.65v	13,090 min	30.38742	-89.37808	6418 Kome Dr, Diamondhead, MS
8:43:18 PM	On	19 mph	14 mph	18 mph E	-	0.837 g	0.416 g	57.6 mi.	97,530.3	13.53v	13,092 min	30.38779	-89.37366	Mahalohui Dr, Diamondhead, MS
8:45:18 PM	On	23 mph	14 mph	16 mph E	-	0.927 g	0.531 g	58.1 mi.	97,530.8	13.59v	13,094 min	30.38533	-89.36914	6551 Alakoko Dr, Diamondhead, MS
8:47:18 PM	On	30 mph	19 mph	27 mph	30 mph	0.918 g	0.269 g	58.7 mi.	97,531.4	13.59v	13,096	30.38022	-89.36706	553 Golf Club Dr, Diamondhead, MS

					SW							min			
8:49:18 PM	On		39 mph	27 mph	16 mph NW	30 mph	0.237 g	0.273 g	59.6 mi.	97,532.3	13.59v	13,098 min	30.38186	-89.37892	5369 Diamondhead Cir, Diamondhead, MS
8:51:18 PM	On		51 mph	30 mph	32 mph S	-	0.224 g	0.249 g	60.6 mi.	97,533.3	13.56v	13,100 min	30.36893	-89.37557	459 Diamondhead Dr S, Diamondhead, MS
8:53:18 PM	On		36 mph	24 mph	4 mph NW	-	0.229 g	0.282 g	61.4 mi.	97,534.1	13.10v	13,102 min	30.36071	-89.38346	1236 Airport Cir, Diamondhead, MS
8:55:18 PM	On		40 mph	22 mph	19 mph E	-	0.996 g	0.298 g	62.2 mi.	97,534.9	13.56v	13,104 min	30.36717	-89.37477	Yacht Club Cir, Diamondhead, MS
8:57:18 PM	On		40 mph	19 mph	0 mph E	20 mph	0.122 g	0.416 g	62.8 mi.	97,535.5	13.53v	13,106 min	30.37427	-89.37837	105 Diamondhead Dr N, Diamondhead, MS
8:59:18 PM	On		7 mph	0 mph	0 mph N	20 mph	0.714 g	0.453 g	62.8 mi.	97,535.5	13.50v	13,108 min	30.37445	-89.37825	105 Diamondhead Dr N, Diamondhead, MS
9:01:18 PM	On		13 mph	2 mph	0 mph N	-	0.939 g	0.518 g	62.9 mi.	97,535.6	13.74v	13,110 min	30.37436	-89.37886	103 Live Oak Dr, Diamondhead, MS
9:03:18 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	62.9 mi.	97,535.6	13.80v	13,112 min	30.37436	-89.37886	103 Live Oak Dr, Diamondhead, MS
9:05:18 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	62.9 mi.	97,535.6	13.89v	13,114 min	30.37436	-89.37886	103 Live Oak Dr, Diamondhead, MS
9:06:13 PM		Idling - OBD	0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	62.9 mi.	97,535.6	13.86v	13,114 min	30.37436	-89.37886	103 Live Oak Dr, Diamondhead, MS
9:07:18 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	62.9 mi.	97,535.6	13.80v	13,116 min	30.37436	-89.37886	103 Live Oak Dr, Diamondhead, MS
9:09:18 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	62.9 mi.	97,535.6	13.86v	13,118 min	30.37436	-89.37886	103 Live Oak Dr, Diamondhead, MS
9:11:13 PM		Idling - OBD	0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	62.9 mi.	97,535.6	13.74v	13,118 min	30.37436	-89.37886	103 Live Oak Dr, Diamondhead, MS
9:11:18 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	62.9 mi.	97,535.6	13.80v	13,120 min	30.37436	-89.37886	103 Live Oak Dr, Diamondhead, MS
9:13:18 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	62.9 mi.	97,535.6	13.86v	13,122 min	30.37436	-89.37886	103 Live Oak Dr, Diamondhead, MS
9:15:18 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	62.9 mi.	97,535.6	13.77v	13,124 min	30.37436	-89.37886	103 Live Oak Dr, Diamondhead, MS
9:16:13 PM		Idling - OBD	0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	62.9 mi.	97,535.6	13.86v	13,124 min	30.37436	-89.37886	103 Live Oak Dr, Diamondhead, MS
9:17:18 PM	On		0 mph	0 mph	0 mph N	-	0.000 g	0.000 g	62.9 mi.	97,535.6	13.77v	13,126 min	30.37436	-89.37886	103 Live Oak Dr, Diamondhead, MS
9:19:18 PM	On		30 mph	8 mph	29 mph E	20 mph	0.951 g	0.282 g	63.2 mi.	97,535.9	13.59v	13,128 min	30.37560	-89.37579	4401 W Aloha Dr, Diamondhead, MS
9:21:18 PM	On		38 mph	31 mph	22 mph NE	30 mph	0.237 g	0.257 g	64.2 mi.	97,536.9	13.41v	13,130 min	30.38445	-89.36450	6640 Golf Club Dr, Diamondhead, MS
9:23:18 PM	On		39 mph	29 mph	29 mph NE	30 mph	0.396 g	0.249 g	65.2 mi.	97,537.9	13.65v	13,132 min	30.39520	-89.35459	87144 Golf Club Dr, Diamondhead, MS
9:25:18 PM	On		48 mph	34 mph	47 mph NE	35 mph	0.400 g	0.339 g	66.3 mi.	97,539.0	13.59v	13,134 min	30.40718	-89.34583	Kapalama Dr, Pass Christian, MS
9:27:01 PM		Speeding - OBD	81 mph	48 mph	81 mph NW	65 mph	0.351 g	0.269 g	67.7 mi.	97,540.4	13.59v	13,134 min	30.42160	-89.35001	1106 Kiln-Delisle Rd, Kiln, MS
9:27:18 PM	On		81 mph	52 mph	70 mph NW	65 mph	0.351 g	0.269 g	68.0 mi.	97,540.7	13.56v	13,136 min	30.42391	-89.35525	1266 Kiln-Delisle Rd, Kiln, MS
9:29:18 PM	On		69 mph	52 mph	52 mph N	-	0.261 g	0.363 g	69.7 mi.	97,542.4	13.59v	13,138	30.43685	-89.37082	Fenton Dedeaux Rd, Kiln, MS

9:31:18 PM	On		65 mph	53 mph	42 mph N	-	0.135 g	0.241 g	71.5 mi.	97,544.2	13.44v	13,140 min	30.46232	-89.37448	Fenton Dedeaux Rd, Kiln, MS
9:33:18 PM	On		48 mph	39 mph	43 mph NE	-	0.996 g	0.343 g	72.8 mi.	97,545.5	13.38v	13,142 min	30.47797	-89.37022	Fenton Dedeaux Rd, Kiln, MS
9:35:18 PM	On		41 mph	6 mph	0 mph SE	-	0.204 g	0.282 g	73.0 mi.	97,545.7	13.62v	13,144 min	30.47973	-89.36822	21350 Fenton Dedeaux Rd, Kiln, MS
9:37:18 PM	On		0 mph	0 mph	0 mph SE	-	0.000 g	0.000 g	73.0 mi.	97,545.7	13.62v	13,146 min	30.47973	-89.36822	21350 Fenton Dedeaux Rd, Kiln, MS
9:39:10 PM		Idling - OBD	0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	73.0 mi.	97,545.7	13.59v	13,146 min	30.47975	-89.36817	21350 Fenton Dedeaux Rd, Kiln, MS
9:39:18 PM	On		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	73.0 mi.	97,545.7	13.53v	13,148 min	30.47975	-89.36817	21350 Fenton Dedeaux Rd, Kiln, MS
9:41:18 PM	On		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	73.0 mi.	97,545.7	13.59v	13,150 min	30.47975	-89.36817	21350 Fenton Dedeaux Rd, Kiln, MS
9:43:18 PM	On		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	73.0 mi.	97,545.7	13.53v	13,152 min	30.47975	-89.36817	21350 Fenton Dedeaux Rd, Kiln, MS
9:44:10 PM		Idling - OBD	0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	73.0 mi.	97,545.7	13.56v	13,152 min	30.47975	-89.36817	21350 Fenton Dedeaux Rd, Kiln, MS
9:45:18 PM	On		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	73.0 mi.	97,545.7	13.56v	13,154 min	30.47975	-89.36817	21350 Fenton Dedeaux Rd, Kiln, MS
9:47:18 PM	On		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	73.0 mi.	97,545.7	13.56v	13,156 min	30.47975	-89.36817	21350 Fenton Dedeaux Rd, Kiln, MS
9:49:10 PM		Idling - OBD	0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	73.0 mi.	97,545.7	13.59v	13,156 min	30.47975	-89.36817	21350 Fenton Dedeaux Rd, Kiln, MS
9:49:18 PM	On		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	73.0 mi.	97,545.7	13.56v	13,158 min	30.47975	-89.36817	21350 Fenton Dedeaux Rd, Kiln, MS
9:51:18 PM	On		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	73.0 mi.	97,545.7	13.56v	13,160 min	30.47975	-89.36817	21350 Fenton Dedeaux Rd, Kiln, MS
9:53:18 PM	On		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	73.0 mi.	97,545.7	13.59v	13,162 min	30.47975	-89.36817	21350 Fenton Dedeaux Rd, Kiln, MS
9:54:10 PM		Idling - OBD	0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	73.0 mi.	97,545.7	13.56v	13,162 min	30.47975	-89.36817	21350 Fenton Dedeaux Rd, Kiln, MS
9:55:18 PM	On		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	73.0 mi.	97,545.7	13.62v	13,164 min	30.47975	-89.36817	21350 Fenton Dedeaux Rd, Kiln, MS
9:57:18 PM	On		50 mph	22 mph	48 mph S	-	1.347 g	0.510 g	73.8 mi.	97,546.5	13.59v	13,166 min	30.47334	-89.37620	20578 Fenton-Dedeaux Rd, Kiln, MS
9:59:18 PM	On		63 mph	49 mph	63 mph SW	-	0.314 g	0.388 g	75.4 mi.	97,548.1	13.56v	13,168 min	30.45265	-89.38384	Firetower Rd, Kiln, MS
10:01:18 PM	On		71 mph	53 mph	29 mph S	-	0.465 g	0.396 g	77.1 mi.	97,549.8	13.62v	13,170 min	30.44285	-89.40769	Joe Moran Rd, Kiln, MS
10:03:18 PM	On		45 mph	21 mph	2 mph NE	-	0.678 g	0.371 g	77.8 mi.	97,550.5	13.56v	13,172 min	30.43907	-89.41444	Joe Moran Rd, Kiln, MS
10:05:18 PM	On		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	77.8 mi.	97,550.5	12.77v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS
10:05:29 PM	Off		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	77.8 mi.	97,550.5	12.71v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS

Fri Jan 22, 2021

Time	Ignition	In-Cab Alert	Max	Avg	Inst Speed	Speed	Max	Max	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location

			Speed	Speed		Limit	Accel	Decel							
10:09:58 AM			0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.62v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS
10:09:58 PM			0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.59v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS

Sat Jan 23, 2021

Time	Ignition	In-Cab Alert	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:09:58 AM			0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.59v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS
10:09:58 PM			0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.55v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS

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Activity Detail Overview »

Location Records	14	**Sorted By**	Time
Total Distance Traveled	0.0 mi.	**Selected Vehicle**	12 (vin: 1GTH5AE9F1161333)
Average Speed	0 mph	**Report Time Period**	Jan 17 12:00 AM to Jan 23 11:59 PM (CST)
Landmarked Stops	Show	**Report Created**	February 3, 2021 10:09:38 AM
Max Speed	0 mph		

* Distance is accumulated daily
* Odometer values are on the spreadsheet export.
* Only the closest landmark is shown.
* Landmarks over 3.8 miles wide have been excluded.
* Run Time is based on Total GPS Device Hours.

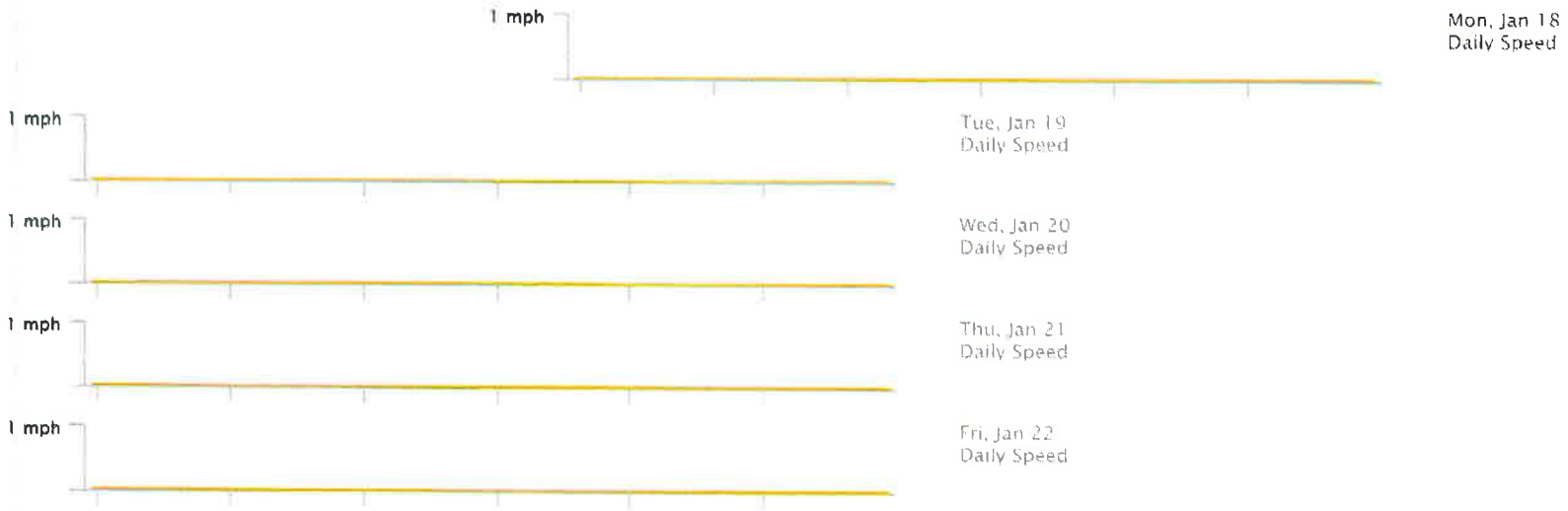
WEX TELEMATICS

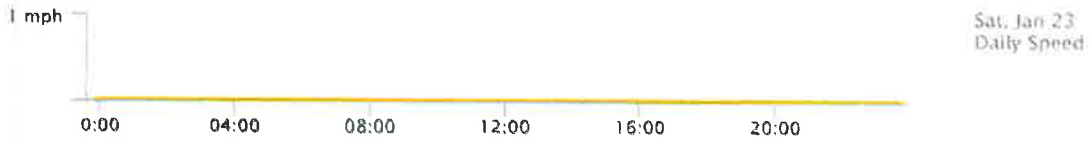
Philips Pest Control LLC

Export Data | Email Report

Speed Graphs »

show/hide





Low-Speed: inst-speed is under 15 mph | No Address: address or speed-limit unknown | Efficient: inst-speed within 10 mph of speed-limit | Stop-n-Go: zero inst-speed and nonzero max-speed | Speeding: inst-speed more than 10 mph over speed-limit | Slow-Poke: inst-speed between 15 mph and 10 mph under limit

Activity Detail Report »

Selected Vehicle: 12

Sun Jan 17, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:55 AM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.59v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:54 PM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.55v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

Mon Jan 18, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:53 AM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.55v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:52 PM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.52v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

Tue Jan 19, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:52 AM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.49v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:51 PM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.49v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

Wed Jan 20, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location

9:59:50 AM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.46v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:49 PM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.46v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

Thu Jan 21, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:49 AM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.43v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:49 PM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.43v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

Fri Jan 22, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:47 AM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.40v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:47 PM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.40v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

Sat Jan 23, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:46 AM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.40v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:45 PM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.37v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

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To: Alan Moran

From: Jeff North

RE: Calibration and Droplet Testing Protocols

Date: 11-18-2020

Dear Alan:

Regarding our discussion on frequency of calibration and droplet testing of ULV fogging equipment, I normally droplet test once a year to make sure droplet specifications are met. Calibration can be checked several times during the year to make sure nothing has changed during a spray season. It is rare, I have found, for calibrations to change unless equipment has been adjusted or parts replaced, etc.

Always check chemical filters periodically and clean them to make sure residue doesn't build up thus altering flow.

As in the past, I am always available for consultation and or services when needed. Your equipment has always met droplet specifications and if you suspect otherwise, we can always re-check. I will be available anytime you need services of calibration and droplet testing. Please let me know if you have any questions or if I can do anything for you.

Best Regards
Jeff North
Entomologist/Technical Services
ADAPCO

ADAPCO
550 Aero Ln
Sanford, FL 32771

T 800 367 0659

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Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

PHILIP'S PEST CONTROL
MOSQUITO DIVISION
18516 OLD JOE MORAN ROAD
KILN, MS 39556
PHONE: 228-493-3700

Board of Supervisors President
854 Hwy 90
Bay St Louis, MS 39520

RE: Weekly Report: January 24-31, 2021

Philip's Pest Control Mosquito Division performed the services of mosquito control for the week of January 24-31, 2021 in Hancock County, MS. Please see attached document for a complete weekly report.

Trapping will not be included in this report due to trapping only being performed March—October each year. Larviciding is minimal due to cold weather conditions.

Sincerely,

Alan Moran
Manager

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

PHILIP'S PEST CONTROL
MOSQUITO DIVISION
18516 OLD JOE MORAN ROAD
KILN, MS 39556

WEEKLY REPORT RECAP JANUARY 24-31 2021

ADULTICIDING REPORT

Miles Sprayed— 0

Acerage Treated— 0

LARVICIDING REPORT

Miles treated for standing water—0

SERVICE REQUEST RECEIVED

Adulticiding— 0

Larviciding _ 0

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)



PHILIP'S PEST CONTROL
MOSQUITO DIVISION
18516 OLD JOE MORAN ROAD
KILN, MS 39556

DROPLET TEST

WEEK OF DECEMBER 24, 2020 TO DECEMBER 31, 2020

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

Activity Detail Overview »

Location Records	16	**Sorted By**	Time
Total Distance Traveled	0.0 mi.	**Selected Vehicle**	10 (vin: 1GCHSDE33G1109077)
Average Speed	0 mph	**Report Time Period**	Jan 24 12:00 AM to Jan 31 11:59 PM (CST)
Landmarked Stops	Show	**Report Created**	February 3, 2021 10:08:15 AM
Max Speed	0 mph		

* Distance is accumulated daily
* Odometer values are on the spreadsheet export.
* Only the closest landmark is shown.
* Landmarks over 3.8 miles wide have been excluded.
* Run Time is based on Total GPS Device Hours.

WEX TELEMATICS

Philips Pest Control LLC

Export Data | Email Report

Speed Graphs »

show/hide

Low-Speed: inst-speed is under 15 mph | No Address: address or speed-limit unknown | Efficient: inst-speed within 10 mph of speed-limit | Stop-n-Go: zero inst-speed and nonzero max-speed | Speeding: inst-speed more than 10 mph over speed-limit | Slow-Poke: inst-speed between 15 mph and 10 mph under limit

Activity Detail Report »

Selected Vehicle: 10

Sun Jan 24, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:09:58 AM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.52v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS
10:09:58 PM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.52v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS

Mon Jan 25, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:09:58 AM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.52v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS
10:09:53 PM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.49v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS

Tue Jan 26, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:09:53 AM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.49v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS
10:09:51 PM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.46v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS

Wed Jan 27, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:09:51 AM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.46v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS
10:09:51 PM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.43v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS

Thu Jan 28, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:09:51 AM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.43v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS
10:09:51 PM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.40v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS

Fri Jan 29, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:09:51 AM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.40v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS
10:09:47 PM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.40v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS

Sat Jan 30, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:09:46 AM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.37v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS
10:09:45 PM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.40v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS

Sun Jan 31, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
10:09:44 AM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.40v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS
10:09:44 PM		0 mph	0 mph	0 mph NE	-	0.000 g	0.000 g	0.0 mi.	97,550.5	12.40v	13,174 min	30.43907	-89.41444	18403 Joe Moran Rd, Kiln, MS

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Activity Detail Overview »

Location Records	16	**Sorted By**	Time
Total Distance Traveled	0.0 mi.	**Selected Vehicle**	12 (vin: 1GTH5AE9F1161333)
Average Speed	0 mph	**Report Time Period**	Jan 24 12:00 AM to Jan 31 11:59 PM (CST)
Landmarked Stops	Show	**Report Created**	February 3, 2021 10:09:48 AM
Max Speed	0 mph		

* Distance is accumulated daily
* Odometer values are on the spreadsheet export.
* Only the closest landmark is shown.
* Landmarks over 3.8 miles wide have been excluded.
* Run Time is based on Total GPS Device Hours.

wex TELEMATICS

Philips Pest Control LLC

Export Data | Email Report

Speed Graphs »

show/hide

Low-Speed: inst-speed is under 15 mph | No Address: address or speed-limit unknown | Efficient: inst-speed within 10 mph of speed-limit | Stop-n-Go: zero inst-speed and nonzero max-speed | Speeding: inst-speed more than 10 mph over speed-limit | Slow-Poke: inst-speed between 15 mph and 10 mph under limit

Activity Detail Report »

Selected Vehicle: 12

Sun Jan 24, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:45 AM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.37v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:45 PM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.37v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

Mon Jan 25, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:43 AM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.34v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:43 PM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.34v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

Tue Jan 26, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:42 AM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.34v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:41 PM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.31v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

Wed Jan 27, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:41 AM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.31v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:40 PM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.31v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

Thu Jan 28, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:39 AM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.28v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:38 PM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.28v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

Fri Jan 29, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:38 AM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.25v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:37 PM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.25v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

Sat Jan 30, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:36 AM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.25v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS
9:59:36 PM		0 mph	0 mph	0 mph NW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.25v	8,141 min	30.43911	-89.41441	18403 Joe Moran Rd, Kiln, MS

Sun Jan 31, 2021

Time	Ignition	Max Speed	Avg Speed	Inst Speed	Speed Limit	Max Accel	Max Decel	Distance	Odometer	Voltage	Run Time	Latitude	Longitude	Location
9:59:35 AM		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.25v	8,141 min	30.43914	-89.41387	18403 Joe Moran Rd, Kiln, MS
9:59:35 PM		0 mph	0 mph	0 mph SW	-	0.000 g	0.000 g	0.0 mi.	75,733.9	12.25v	8,141 min	30.43914	-89.41387	18403 Joe Moran Rd, Kiln, MS

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To: Alan Moran

From: Jeff North

RE: Calibration and Droplet Testing Protocols

Date: 11-18-2020

Dear Alan:

Regarding our discussion on frequency of calibration and droplet testing of ULV fogging equipment, I normally droplet test once a year to make sure droplet specifications are met. Calibration can be checked several times during the year to make sure nothing has changed during a spray season. It is rare, I have found, for calibrations to change unless equipment has been adjusted or parts replaced, etc.

Always check chemical filters periodically and clean them to make sure residue doesn't build up thus altering flow.

As in the past, I am always available for consultation and or services when needed. Your equipment has always met droplet specifications and if you suspect otherwise, we can always re-check. I will be available anytime you need services of calibration and droplet testing. Please let me know if you have any questions or if I can do anything for you.

Best Regards
Jeff North
Entomologist/Technical Services
ADAPCO

ADAPCO
550 Aero Ln
Sanford, FL 32771

T 800 367 0659
azelis.com/americas | myadapco.com

Attachment: Philip's Pest Control JANUARY 2021 Report (7586 : Spread Philip's Pest Control's Weekly Report for January 2021.)

P.O. BOX 1180
GULFPORT, MS 39502

PHONE 228-865-4003
FAX 228-865-4239

P.O. BOX 1444
BILOXI, MS 39533

PHONE 228-435-8246
FAX 228-435-8287

OFFICE OF THE DISTRICT ATTORNEY
SECOND CIRCUIT COURT DISTRICT
HARRISON, HANCOCK and STONE COUNTIES
HARRISON COUNTY COURTHOUSE

152 MAIN ST., SUITE D
BAY ST. LOUIS, MS 39520

PHONE 228-467-6631
FAX 228-466-5696

W. CROSBY PARKER
DISTRICT ATTORNEY

PLEASE REPLY TO:
BAY ST. LOUIS

February 2, 2021

Mr. Scotty Adam
Hancock Co. Board of Supervisors
854 Hwy 90 Ste. A
Bay St. Louis, MS 39520
Via email: Scotty.Adam@co.hancock.ms.us

RE: Hancock County Grand Jury, August, 2020 term
Via email: Scotty.Adam@co.hancock.ms.us

Dear Mr. Adam,

Enclosed please find a copy of the August, 2020 Grand Jury's Final Report.

Sincerely,

W. CROSBY PARKER,
DISTRICT ATTORNEY

By: Sandra Belcher,
Administrative Assistant

Enc: 1

Attachment: Office of District Attorney Letter to Scotty Adam (7673 : Spread letter and August 2020 Grand Jury Final Report.)

IN THE CIRCUIT COURT OF HANCOCK COUNTY, MISSISSIPPI

FINAL REPORT OF THE AUGUST 2020 TERM GRAND JURY

TO THE HONORABLE CIRCUIT JUDGE CHRISTOPHER L. SCHMIDT

We the members of the August 2020 Grand Jury, having been duly empanelled, sworn and charged on August 11, 2020 by the Honorable Lisa P. Dodson, executed the duties as members of the Hancock County Grand Jury for the term from August 2020 to February 2021. We were in session a total of 7 days and submit the following report.

CASES SUBMITTED TO THE GRAND JURY

94	True Bills
28	No Bills
4	Cases Passed to the February 2021 Grand Jury
16	Cases Returned to Law Enforcement
2	Cases Docketed in Error
144	Total cases considered.

Of these True Bills of Indictment, 11 cases were returned as Enhanced Penalties and 4 cases were returned as Habitual Offenders.

THE FOLLOWING APPEARED BEFORE THE GRAND JURY

FOR DISCUSSION OF THEIR RESPONSIBILTIES

KENDRA NECAISE, HANCOCK COUNTY CIRCUIT CLERK

RICKY ADAM, HANCOCK COUNTY SHERIFF,

TIM KELLAR, HANCOCK COUNTY CHANCERY CLERK,

JIMMIE LADNER, HANCOCK COUNTY TAX ASSESSOR AND COLLECTOR,

KEVIN CRAFT, MISSISSIPPI FORESTRY COMMISSION,

FILED

FEB 02 2021

KENDRA NECAISE
CIRCUIT CLERK, HANCOCK CO.
By

Attachment: Final Report of the August 2020 Term Grand Jury (7673 : Spread letter and August 2020 Grand Jury Final Report.)

SCOTTY ADAM, HANCOCK COUNTY BOARD OF SUPERVISORS

The Grand Jury visited the following facilities:

1. Hancock County Adult Detention Center (virtual).

The Grand Jury recognizes that work has been done to address a number of past concerns of the previous Grand Juries and recommends a continued focus on the following matters:

Law Enforcement

The Grand Jury recommends that law enforcement receive hands on training and education regarding best practices in investigative techniques and evidentiary training, to include training in computer forensics, cell phone exploitation, evidence handling, investigation of child abuse cases, and addressing mental illness. We recommend that the State Legislature increase funding and resources to the MS Forensics Laboratory to avoid substantial delays in completing cases and for timely processing of evidence to ensure speedy trial. Due to operational challenges at the Mississippi Forensics Laboratory resulting in significant delays in reporting lab results, the Grand Jury recommends that county officials research opportunities and the feasibility of contracting with private labs to provide services to meet the law enforcement needs of the county. The Grand Jury also recommends that law enforcement agency leadership regularly review case tracking software to ensure speedy trial. The Grand Jury recommends law enforcement agencies continue investment in additional safety equipment, as well as data storage and body-worn cameras for officers. The Grand Jury also recommends that all law enforcement agencies evaluate IT equipment, applications and backup systems to follow best practices for handling technology services. The Grand Jury recommends that all law enforcement agencies use the forensic interview services of the Hope Have Child Advocacy Center and attend all interviews in cases involving child victims. The Grand Jury recommends that the Hancock

Attachment: Final Report of the August 2020 Term Grand Jury (7673 : Spread letter and August 2020 Grand Jury Final Report.)

County Detention Facility continue clinical therapeutic mental health services to inmates. The Grand Jury also recommends that all law enforcement agencies continue to evaluate staffing levels to ensure appropriate coverage in the areas of drug enforcement and patrol. The Grand Jury also recommends continued interagency cooperation to improve information sharing and investigations. The Grand Jury recommends that local governments explore public, private and faith based partnerships to establish drug treatment facilities within Hancock County. The Grand jury recommends local governments review and evaluate law enforcement salaries and allocate funds to ensure pay is more attractive and competitive with similar law enforcement agencies and develop strategies to mitigate turnover, whenever possible.

Hancock County Courthouse

The Grand Jury recommends the Board of Supervisors and other officials evaluate space reallocation and electronic records storage options at the Hancock County Courthouse to facilitate creation of a prisoner holding cell.

County Government Facilities

The Grand Jury recommends the Board of Supervisors and local municipalities conduct an evaluation of public property to identify specific areas that need additional cameras and lighting for public parks, campgrounds and piers for better public safety and to aid law enforcement.

Juvenile Resources

The Grand Jury recommends the Board of Supervisors conduct an evaluation of the Hancock County Youth Court facilities to ensure appropriate safety, security, and privacy. We recommend that metal detectors and video surveillance also be installed at the Hancock County Youth Court for better security and safety of the public as well as employees.

Attachment: Final Report of the August 2020 Term Grand Jury (7673 : Spread letter and August 2020 Grand Jury Final Report.)

The Grand Jury recommends that at the beginning of each term they receive progress reports and data from each agency and the Board of Supervisors regarding previous recommendations. There being no further matters to consider at this time, the Grand Jury respectfully requests that it be dismissed.

RESPECTFULLY SUBMITTED, this the 1st day of February, 2021.

JULIE BOSLEY
FOREMAN OF THE GRAND JURY
AUGUST 2020 TERM

Attachment: Final Report of the August 2020 Term Grand Jury (7673 : Spread letter and August 2020 Grand Jury Final Report.)

January 28, 2021

RE: AMR Monthly Response Time Reports

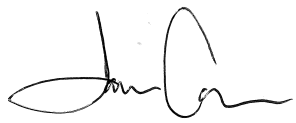
Dear Honorable Elected Officials, County Administrators, EMA Directors and Fire Chiefs,

AMR has encountered an issue with our Computer Aided Dispatch (CAD) software. This software issue has caused a delay with our reporting our response times to you promptly. We have worked with our regional CAD leadership and have identified the issue. Unfortunately, to assure this programming remedy is correct we will have to go back through several thousand calls since November. We want to make sure the software correction has solved the reporting issue or do we need to go back to the drawing board. This is naturally taking us some time.

All the delinquent reports should be to you by the second week of February.

We appreciate your patience and understanding as we work through this. I'm available to answer any in-depth questions you may have about the CAD.

Respectfully,



James Carver
EMS Chief of Operations
AMR MS Gulf Coast
James.carver@gmr.net
228-897-6600 Office
228-236-6968 Mobile

Attachment: AMR monthly reports letter_012821 (7674 : Spread AMR Monthly Response Time Reports for 4th quarter 2020.)

AMR Uncompensated Care FY 2020

4th Quarter - 2020

Month	Hancock	Harrison
January	-$231,846.00	-$1,250,000.00
February	-$204,004.00	-$1,115,707.00
March	-$216,419.00	-$1,172,935.00
April	-$153,416.00	-$732,203.00
May	-$165,791.00	-$1,042,419.00
June	-$235,178.00	-$1,218,786.00
July	-$237,827.00	-$1,135,069.00
August	-$169,922.00	-$906,673.00
September	-$228,241.00	-$1,189,102.00
October	-$253,283.00	-$1,205,196.00
November	-$283,717.00	-$1,387,122.00
December	-$199,798.00	-$1,267,249.00
YTD	-$2,579,442.00	-$13,622,461.00

Attachment: 4th QTR Uncomp Care Gulfport 2020 (7674 : Spread AMR Monthly Response Time Reports for 4th quarter 2020.)

Medical Supplies Donated for FY2020

January	
Bay St. Louis, City of	$0.00
Waveland, City of	$53.05
Diamondhead, City of	$194.46
Hancock Couty - Rural	$0.00
Hancock County -Total	**$247.51**
Biloxi, City of	$1,066.31
D'Iberville, City of	$133.92
Gulfport, City of	$2,536.58
Long Beach, City of	$0.00
Pass Christian, City of	$0.00
Harrison Couty - Rural	$586.01
Harrison County - Total	**$4,322.82**
Wiggins, City of	$655.72
Stone Couty - Rural	$0.00
Stone County - Total	**$655.72**
Total YTD	$5,226.05

February	
Bay St. Louis, City of	$0.00
Waveland, City of	$0.00
Diamondhead, City of	$0.00
Hancock Couty - Rural	$0.00
Hancock County -Total	**$0.00**
Biloxi, City of	$927.33
D'Iberville, City of	$173.90
Gulfport, City of	$5,035.28
Long Beach, City of	$0.00
Pass Christian, City of	$214.90
Harrison Couty - Rural	$197.33
Harrison County - Total	**$6,548.74**
Wiggins, City of	$0.00
Stone Couty - Rural	$0.00
Stone County - Total	**$0.00**
Total YTD	$11,774.79

March	
Bay St. Louis, City of	$0.00
Waveland, City of	$0.00
Diamondhead, City of	$1,004.54
Hancock Couty - Rural	$312.98
Hancock County -Total	**$1,317.52**
Biloxi, City of	$104.69
D'Iberville, City of	$0.00
Gulfport, City of	$3,205.67
Long Beach, City of	$81.32
Pass Christian, City of	$273.32
Harrison Couty - Rural	$251.73
Harrison County - Total	**$3,916.73**
Wiggins, City of	$0.00
Stone Couty - Rural	$0.00
Stone County - Total	**$0.00**
Total YTD	$17,009.04

April	
Bay St. Louis, City of	$0.00
Waveland, City of	$0.00
Diamondhead, City of	$0.00
Hancock Couty - Rural	$0.00
Hancock County -Total	**$0.00**
Biloxi, City of	$278.20
D'Iberville, City of	$153.65
Gulfport, City of	$2,018.11
Long Beach, City of	$0.00
Pass Christian, City of	$194.38
Harrison Couty - Rural	$1,530.21
Harrison County - Total	**$4,174.55**
Wiggins, City of	$66.34
Stone Couty - Rural	$0.00
Stone County - Total	**$66.34**
Total YTD	$21,249.93

May	
Bay St. Louis, City of	$312.78
Waveland, City of	$0.00
Diamondhead, City of	$0.00
Hancock Couty - Rural	$387.88
Hancock County -Total	**$700.66**
Biloxi, City of	$610.61
D'Iberville, City of	$0.00
Gulfport, City of	$2,747.30
Long Beach, City of	$244.20
Pass Christian, City of	$0.00
Harrison Couty - Rural	$335.73
Harrison County - Total	**$3,937.84**
Wiggins, City of	$0.00
Stone Couty - Rural	$0.00
Stone County - Total	**$0.00**
Total YTD	$25,888.43

June	
Bay St. Louis, City of	$0.00
Waveland, City of	$0.00
Diamondhead, City of	$0.00
Hancock Couty - Rural	$0.00
Hancock County -Total	**$0.00**
Biloxi, City of	$0.00
D'Iberville, City of	$0.00
Gulfport, City of	$1,258.59
Long Beach, City of	$0.00
Pass Christian, City of	$0.00
Harrison Couty - Rural	$1,314.45
Harrison County - Total	**$2,573.04**
Wiggins, City of	$0.00
Stone Couty - Rural	$0.00
Stone County - Total	**$0.00**
Total YTD	$28,461.47

July	
Bay St. Louis, City of	$0.00
Waveland, City of	$0.00
Diamondhead, City of	$61.46
Hancock Couty - Rural	$0.00
Hancock County -Total	**$61.46**
Biloxi, City of	$793.51
D'Iberville, City of	$0.00
Gulfport, City of	$2,115.50
Long Beach, City of	$0.00
Pass Christian, City of	$174.80
Harrison Couty - Rural	$381.65
Harrison County - Total	**$3,465.46**
Wiggins, City of	$0.00
Stone Couty - Rural	$0.00
Stone County - Total	**$0.00**
Total YTD	$31,988.39

August	
Bay St. Louis, City of	$0.00
Waveland, City of	$0.00
Diamondhead, City of	$38.97
Hancock Couty - Rural	$0.00
Hancock County -Total	**$38.97**
Biloxi, City of	$797.86
D'Iberville, City of	$84.28
Gulfport, City of	$2,681.11
Long Beach, City of	$0.00
Pass Christian, City of	$169.52
Harrison Couty - Rural	$1,055.88
Harrison County - Total	**$4,788.65**
Wiggins, City of	$6.21
Stone Couty - Rural	$0.00
Stone County - Total	**$6.21**
Total YTD	$36,822.22

September	
Bay St. Louis, City of	$0.00
Waveland, City of	$567.64
Diamondhead, City of	$0.00
Hancock Couty - Rural	$0.00
Hancock County -Total	**$567.64**
Biloxi, City of	$338.99
D'Iberville, City of	$69.55
Gulfport, City of	$2,508.08
Long Beach, City of	$28.00
Pass Christian, City of	$0.00
Harrison Couty - Rural	$545.70
Harrison County - Total	**$3,490.32**
Wiggins, City of	$0.00
Stone Couty - Rural	$0.00
Stone County - Total	**$0.00**
Total YTD	$40,880.18

October	
Bay St. Louis, City of	$0.00
Waveland, City of	$0.00
Diamondhead, City of	$0.00
Hancock Couty - Rural	$0.00
Hancock County -Total	**$0.00**
Biloxi, City of	$695.14
D'Iberville, City of	$0.00
Gulfport, City of	$3,978.68
Long Beach, City of	$275.11
Pass Christian, City of	$0.00
Harrison Couty - Rural	$482.07
Harrison County - Total	**$5,431.00**
Wiggins, City of	$313.45
Stone Couty - Rural	$0.00
Stone County - Total	**$313.45**
Total YTD	$46,624.63

November	
Bay St. Louis, City of	$0.00
Waveland, City of	$0.00
Diamondhead, City of	$0.00
Hancock Couty - Rural	$0.00
Hancock County -Total	**$0.00**
Biloxi, City of	$623.46
D'Iberville, City of	$0.00
Gulfport, City of	$4,338.05
Long Beach, City of	$0.00
Pass Christian, City of	$0.00
Harrison Couty - Rural	$1,357.55
Harrison County - Total	**$6,319.06**
Wiggins, City of	$0.00
Stone Couty - Rural	$0.00
Stone County - Total	**$0.00**
Total YTD	$52,943.69

December	
Bay St. Louis, City of	$0.00
Waveland, City of	$15.76
Diamondhead, City of	$0.00
Hancock Couty - Rural	$321.17
Hancock County -Total	**$336.93**
Biloxi, City of	$528.35
D'Iberville, City of	$1,577.55
Gulfport, City of	$3,418.72
Long Beach, City of	$0.00
Pass Christian, City of	$0.00
Harrison Couty - Rural	$687.06
Harrison County - Total	**$6,211.68**
Wiggins, City of	$0.00
Stone Couty - Rural	$0.00
Stone County - Total	**$0.00**
Total YTD	$59,492.30

Attachment: 4th QTR Medical Supplies_2020 (7674 : Spread AMR Monthly Response Time Reports for 4th

7.I.5.a

7I5 Pauper Declaration

Pinehaven Funeral Home & Crematory, LLC
103 Sullivan Kilrain Rd
Hattiesburg, MS 39402
Office 601-544-5316
Fax 866-846-4384
www.pinehavenfuneralhome.com

CREMATION AUTHORIZATION AND RELEASE FORM

CREMATION ESTABLISHMENT # FE-0651

STATE MS
COUNTY HANCOCK
DATE 2-5-2021

(CREMATION SERVICE USE ONLY)
CREMATION NO. _____
CREMATION DATE _____

THIS IS A LEGAL DOCUMENT. IT CONTAINS IMPORTANT PROVISIONS CONCERNING CREMATION. CREMATION IS IRREVERSIBLE AND FINAL. READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

DECEDENT NAME	Werner Lechner
ADDRESS	158 Beth Court Apt 158
CITY/STATE/ZIP	Waveland, MS 39576
Date of Birth	1-7-1942
Date of Death	1-19-2021
Cause of Death	See D.C.
Age	79
Sex	Male

VERIFY DECEDENT DOES NOT CONTAIN THE FOLLOWING:

Pacemaker:	NO
Family Keepsakes:	NO
Plastics or Implants:	NO

ATH DUE TO INFECTIOUS DESEASE? YES _____ NO X

MPORTANT NOTICE: DUE TO THE SAFETY OF OUR EMPLOYEES AND THE ENVIRONMENT WE CANNOT ACCEPT RUBBER POUCHES, BODY WITH IMPLANTS SUCH AS PACE MAKERS, RADIATION PRODUCING DEVICES OR ANY OTHER LIFE SUSTAINING DEVICES HAT COULD BE EXPLOSIVE: SUCH ITEMS MUST BE REMOVED. A CREMATION CONTAINER IS REQUIRED MUST BE SUITABLE FOR REMATION OR WE WILL PROVIDE SUCH CONTAINER AT YOUR COST. WE MUST BE NOTIFIED IF THE DEATH WAS DUE TO FECTIOUS DEASE PRIOR TO OUR ACCEPTING THE DECEDENT. ANY JEWELRY, PLASTICS, EYEGLASSES, ETC., MUST BE REMOVED BY IE FUNERAL HOME PRIOR TO CREMATION.

FINAL DISPOSITION

I (We) authorize the crematory to return the cremated remains to the possession and custody of the funeral home which fulfills the crematory's obligations. The Authorizing Agent(s) agree to assume all liability that may arise from shipment of the cremains and indemnify and hold the crematory/and or funeral home harmless from any and all claims that may result from such shipment. I (we) authorize the funeral home to arrange for the disposition of the cremated remains as follows:

( ) Deliver the Cremains via certified mail to:
(X) Please return Cremains to Funeral home by: Pinehaven
( ) Cremains will be picked up by:
( ) Hold for further instructions. It is understood that Pinehaven Crematorium, LLC., cannot hold cremains longer than 30 days. After 30 days Cremains may be delivered to funeral home via certified mail.

Attachment: 20210217 - Pauper Declaration for Werner Lechner (7722 : Ratify Pauper Declaration.)

I (We), the undersigned (the Authorizing Agents), hereby authorize and request Pinehaven Funeral Home & Crematory LLC, in accordance with and subject to its rules and regulations, and any applicable state or local laws or regulations, to cremate the human remains of Werner Lechner (the decedent) and to arrange for the final disposition of the cremated remains as set forth on this form.

I/We authorize the funeral home or Pinehaven Funeral Home & Crematory, LLC to remove any pacemaker, radioactive material, or mechanical implant that may be potentially hazardous to the person performing the cremation prior to cremation and authorize the funeral home or Pinehaven Funeral Home & Crematory LLC to dispose of or recycle as necessary.

The Authorizing Agent(s) hereby certify, warrant, and represent that I(we) have the right to authorize the cremation of the decedent and I(we) are not aware of any living person(s)who has a superior right to that of the Authorizing Agent(s). If there is another living person who does have a superior right to that of the Authorizing Agent(s), The Authorizing Agent(s) represents (represent) that the Authorizing Agent(s) has (have) no reason to believe that such person would object to the cremation of the decedent.

As the Authorizing Agent(s), I (we) hereby agree to indemnify, defend, and hold harmless Pinehaven Funeral Home & Crematory LLC, its officer, agents, and employees, of and from any and all claims, demands, causes of action, and suits of any kind, nature, and description in law or equity, including any legal fees, costs and expenses of litigation, arising as a result of, based upon or connected with this authorization, including the failure to properly identify the decedent or the human remains transmitted to Pinehaven Funeral Home & Crematory LLC, the processing, shipping and final disposition of the decedent's cremated remains, the failure to take possession of or make proper arrangements for the final disposition of the cremated remains, any damage due to harmful, explodable implants, claims brought by any other person(s) claiming the right to control the disposition of the decedent or the decedent's cremated remains, or by any other action performed by Pinehaven Funeral Home & Crematory LLC, its officers, agents, or employees, pursuant to this authorization, excepting only acts of willful negligence.

By executing this Cremation Authorization form, as Authorizing Agent(s), the undersigned warrant that all representations and statements contained on this form are true and correct, that these statements were made to induce Pinehaven Funeral Home & Crematory LLC to cremate the human remains of the decedent, and the undersigned have read and understand the provisions contained in this form.

Authorizing Agent(s):

PRINT: EDDIE FAVRE
SIGNED: [signature]
ADDRESS:
CITY, STATE, ZIP:
TELEPHONE:
RELATIONSHIP: HANCOCK COUNTY COUNTY ADMINISTRATOR

PRINT:
SIGNED:
ADDRESS:
CITY, STATE, ZIP:
TELEPHONE:
RELATIONSHIP:

PRINT:
SIGNED:
ADDRESS:
CITY, STATE, ZIP:
TELEPHONE:
RELATIONSHIP:

Form must be signed before two witnesses when funeral director is not present. The services of a Notary Public may be required in lieu of two witnesses in certain cases.

Witness:
Print: _____
Sign: _____
Witness:
Print: _____
Sign: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.
Notary Public: _____
My Comission expires: _____
Seal:

Attachment: 20210217 - Pauper Declaration for Werner Lechner (7722 : Ratify Pauper Declaration.)

7.I.5.a

Representations of Funeral Director

By executing this authorization form as licensed funeral director and agent/employee of Edmond Fahey Funeral Home, Inc., I warrant to the best of my knowledge that:

1. Our funeral home was responsible for making arrangements with the Authorizing Agent(s) for the cremation of the decedent and that I have reviewed this form with the Authorizing Agent(s).
2. That no member of our funeral home has any knowledge or information that would lead us to believe that any of the answers provided on this form by the Authorizing Agent(s) are incorrect.
3. That the human remains delivered to/received by Pinehaven Funeral Home & Crematory LLC and represented as the human remains specified on this form are in fact the human remains that were identified to our funeral home as the decedent.
4. That our funeral home will need to obtain all necessary permits authorizing cremation and that those permits are attached or will be given to Pinehaven Funeral Home & Crematory LLC.
5. That the representations concerning the decedent's cause of death regarding any infectious or contagious disease are true.
6. That the representations concerning a pacemaker and any other material or implant that may be potentially hazardous are true.

FUNERAL HOME:	Edmond Fahey Funeral Home, Inc.
FUNERAL DIRECTOR'S SIGNATURE:	Kathy Green
PLEASE PRINT NAME:	KATHY Green
LICENSE NUMBER:	FS933
ADDRESS:	110 Necaise Ave.
CITY, STATE, ZIP:	Bay St. Louis, MS 39520
TELEPHONE	228-467-9031

"The human body burns with the casket, container or other material in the cremation chamber. Some bone fragments are not combustable at the incineration temperature and, as a result, remain in the cremation chamber. During the cremation, the contents of the chamber may be moved to facilitate incineration. The chamber is composed of ceramic or other material which disintegrates slightly during each cremation and the produce of that disintegration is commingled with the cremated remains. Nearly all of the contents of the cremation chamber, consisting of the cremated remains, disintegrated chamber material,and small amounts of residue from previous cremations, are removed together and crushed, pulverized or ground to facilitate inturnment or scattering. Some residue remains in th cracks and uneven places of the chamber. Periodically, the accumulation of this residue is removed and interred in a dedicated cemetery property or appropriate area."

Attachment: 20210217 - Pauper Declaration for Werner Lechner (7722 : Ratify Pauper Declaration.)

HANCOCK COUNTY'S ORDINANCE RESTRICTING CERTAIN FIREARM DISCHARGES

COME NOW, the Hancock County Board of Supervisors, as authorized by Mississippi Code Sections 19-3-40 and 45-9-53, and pass this Ordinance Restricting Certain Firearm Discharges, as stated herein.

WHEREAS, Hancock County is desires to protect the public health, safety and welfare of Hancock County's residents, visitors and citizens by protecting them from potential harm to their property and person, noise pollution, firearm discharge risks.;

WHEREAS, toward that aim, the purpose of this Ordinance is to implement standards for discharge of firearms that may cause or risk injury, death or damage to personal property, whereas preserving the personal freedom to engage in such activities, while promoting public health, safety, welfare, comfort and prosperity of the citizens of Hancock County.; and

WHEREAS, Hancock County's Board of Supervisors have the authority to implement this ordinance as conferred by the powers afforded through Mississippi Code Section 19-3-40 and 45-9-53 for areas comprising unincorporated areas of Hancock County (i.e., areas outside of the corporate limits of any municipality of Hancock County).

SO, IT IS HEREBY RESOLVED BY THE HANCOCK COUNTY BOARD OF SUPERVISORS, premises considered and deemed true and accurate, that it adopts this Ordinance as set forth infra.

1. Definitions:

a. "Discharge" means "to eject or release a projectile or object by a sudden release of tension or pressure.

2. Firearm Discharge Restrictions:

a. It shall be unlawful for any person to discharge any firearm, gun, pistol, rifle, center fire or rim fire rifle or pistol or muzzle-loading rifle or pistol:

i. within any residentially zoned property within the unincorporated area of Hancock County.
ii. onto or across the property of another without the express permission of the owner or other person in legal possession of such property.
iii. in any manner reasonably expected or possible to cause a projectile to cross the boundary of the tract from which the firearm is discharged.
iv. within 150 feet of any structure reasonably capable of habitation or occupation in the legal possession of another without express permission of such other.
v. within 150 feet of any public street, thoroughfare, way or alley or the like. or
vi. in the direction of any residence or occupied building of another, or of any public street, thoroughfare, way or alley or the like when the firearm is capable of

Attachment: Firearm Discharge Ord 2 1 21 (7645 : Discussion: Hancock County's Ordinance Restricting Certain Firearm Discharges.)

reaching a point within 300 feet of that residence or occupied building of another, or of any street, thoroughfare, way, alley or the like.

b. It shall be unlawful for any person to discharge any center fire or rim fire rifle or pistol or muzzle-loading rifle or pistol on a property comprised of less than fifty acres or within 300 feet of any property, residence or building of another without the express permission of such other, or within 300 feet of any public street, thoroughfare, way or alley or the like.

3. Severability. If any section of specific provision or standard of this Ordinance is found by a court to be invalid, the decision of the court shall not affect the validity of any other section, provision, or standard of this Ordinance.

4. Conflict with Other Laws

It is not intended that this Ordinance repeal, abrogate, annul, impair, or interfere with any existing provisions of any other ordinances or laws. However, if the requirements of any other lawfully adopted rules, regulations, or ordinances of Hancock County conflict with this Ordinance, the more restrictive or that imposing the higher standards will govern.

5. Exceptions

This Ordinance shall not be construed to rescind any of the state wildlife laws nor shall it be construed to prohibit the following:

a. Officers and enlisted personnel of the armed forces of the United States while in the performance of their official duties and acting under orders requiring them to carry arms, weapons or explosives.
b. Civil officers of the United States while in the performance of their official duties.
c. Officers of the state or of any county, city, or town charged with the execution of the laws of the state when acting in the performance of their official duties.
d. Such acts at a properly permitted and approved firing range or facility operating as such prior to the adoption of this Ordinance.
e. The performance of an historical ceremony or commemorative functions that are conducted involving the discharge of firearms or detonation of explosives that do not involve the release of projectiles.
f. There is excepted from the provisions of this section the discharge of firearms in the necessary protection of one's life, home and other property and the repulsion of strikes, riots, revolutions and invasions.

6. Violations and Penalty

Each violation of this Ordinance shall constitute a misdemeanor and any person convicted of the same shall be fined not more than five hundred ($500.00) dollars and/or imprisonment not exceeding thirty (30) days. A violation of this Ordinance may be

Attachment: Firearm Discharge Ord 2 1 21 (7645 : Discussion: Hancock County's Ordinance Restricting Certain Firearm Discharges.)

enforced by an appropriate, equitable remedy, including injunction and order of abatement issued from a court of competent jurisdiction. Each act constituting a violation of this ordinance shall be a separate and distinct offense.

7. Effective Date

Because this Ordinance is necessitated to resolve emergency safety hazards within Hancock County, it shall be effective upon adoption.

SO ADOPTED on this the _____ day of February, 2021 following the Motion of Supervisor District _____, Seconded by Supervisor District _____, with the following vote tally:

Supervisor District 1 Ryan
Supervisor District 2 Shaw
Supervisor District 3 Koenenn
Supervisor District 4 Adam
Supervisor District 5 Ladner

HANCOCK COUNTY, MISSISSIPPI BOARD OF SUPERVISORS

_____
Scotty Adam, President

ATTEST:

_____
Timothy Kellar, Chancery Clerk

Attachment: Firearm Discharge Ord 2 1 21 (7645 : Discussion: Hancock County's Ordinance Restricting Certain Firearm Discharges.)

TEMPORARY PERMIT TO KINDLE BEACH FIRE
DEPOSIT FEE $150.00

Name: _____

Address: _____

Phone#: _____

Bon Fire Location: (City and Intersection _____

Permit Start Date Permit End Date Permit Expiration Time _____

THE FOLLOWING REGULATIONS APPLY TO BEACH BON FIRES

1. Fire Pits will be reserved through the Hancock County Building office on a first come, first serve basis. For any reserved fire pits, all bon fire materials shall be placed only within the fire pit. All fire permits for areas other than fire pits shall also be permitted through Hancock County's Building Office.
2. No nails are allowed, whether or not in pallets or wood.
3. No glass containers are allowed on the beach or seawall area.
4. Fires shall be kept small and under control at all times (3 ft. high 6 ft. wide).
5. Fires shall be constantly attended by a competent person (18 years old) until the fire is completely extinguished.
6. No sand may be placed in fire pits, and the fires or material cannot be covered with sand.
7. All trash and/or debris shall be placed in proper trash receptacles and/or removed from the beach and the fire pits shall be cleaned prior to permitting leaving the beach.
8. The fire shall be located at least 50 feet south of the seawall.
9. The fire shall be located at least 100 feet from any wooden structure (beach hut, pier, building) or erosion control area unless it is contained within a fire-pit.

By signing below, the applicant agrees that Hancock County and the City of _____ will not be held liable for any damage or other liabilities incurred as a result of the fire. This permit may be revoked when in the opinion of the Hancock County Building Department or other governmental agency that atmospheric conditions, or local circumstances, make the fire dangerous. The permit fee of $150.00 deposit. Failure to adhere to the above regulations could result in a fine up to $500.00 or thirty (30) days in jail.

Applicant (Permittee) Signature and Date _____

Approved By Signature and Date _____

Attachment: Final Beach Fire Permits (7726 : Approve amount and form for beach fire pit permit.)

RESOLUTION 2021-005
AGENDA ITEM 2021-037

RESOLUTION OF THE CITY OF DIAMONDHEAD REQUESTING MATCHING FUNDS FOR CAPITAL DRAINAGE PROJECTS FROM THE HANCOCK COUNTY OF SUPERVISORS.

WHEREAS, The Hancock County Board of Supervisors recently engaged Waggoner Engineering to perform a county-wide "Watershed Based Stormwater Assessment and Management Plan" hereinafter referred to as the "Plan". The completed plan was presented to the board of supervisors in December of 2019 identifying 95 critical sites in the county; and

WHEREAS, the study concluded eighteen (18) of the ninety-five (95) critical sites are located in the City of Diamondhead at an estimated cost in the amount of $12,200,436; and

WHEREAS, all projects were intensely scrutinized during which those projects in Diamondhead scored as follows: 7 scored as High Priority, 8 scored Medium Priority and only 3 scored as Low Priority with The High Priority Projects total *$2,640,423*; the Medium Priority Projects total *$4,235,072*; and the Low Priority Projects total *$5,324,941*.

WHEREAS, Hancock County has approximately $12 million dollars earmarked for drainage projects to address areas outlined in the Plan and the City of Diamondhead is considering general obligation bond financing with approximately $2 million dollars designated for capital drainage projects within the City; and

WHEREAS, the City would like to leverage local funding with county, state and federal sources to maximize efforts to improve drainage in and around the City; and

WHEREAS, the City has engaged the professional services of Pickering Firm to identify, solicit and secure state and federal funding opportunities for these projects, and

WHEREAS, the City is seeking from the Hancock County Board of Supervisors matching funds for drainage projects within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

Attachment: Res 2021-005 Requesting $2M match from BOS for drainage (7679 : Approve Resolution of the City of Diamondhead requesting

CITY OF DIAMONDHEAD, MISSISSIPPI, AS FOLLOWS:

SECTION I. The City may consider $2 million dollars through General Obligation Bonds specifically earmarked for capital drainage improvements.

SECTION II. The City is requesting the Hancock County Board of Supervisors set aside $2 million dollars as dollar-for-dollar match to the City of Diamondhead for drainage projects in the City identified in its Watershed Based Stormwater Assessment and Management Plan and further commit to said matching funds to the City of Diamondhead, and

SECTION III. It is the intent of the City to leverage both City and County-match funding to further maximize state and federal funding opportunities for the capital drainage project.

THE ABOVE AND FOREGOING RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMONDHEAD, AFTER HAVING FIRST BEEN REDUCED TO WRITING, WAS INTRODUCED BY COUNCILMEMBER Morgan, SECONDED BY COUNCILMEMBER Finley AND THE MATTER BEING PUT TO VOTE, I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE 2nd DAY OF February, 2021.

	Aye	Nay	Abstain
Mayor Depreo	✓		
Councilmember L'Ecuyer	✓		
Councilmember Finley	✓		
Councilmember Moran	✓		
Councilmember Morgan	✓		
Councilmember Clark	✓		

Nancy Depreo
NANCY DEPREO, Mayor

Attest:
Jeannie Klein
Jeannie Klein, City Clerk

The City of Diamondhead, Mississippi 2012

Attachment: Res 2021-005 Requesting $2M match from BOS for drainage (7679 : Approve Resolution of the City of Diamondhead requesting

RESOLUTION 2021-005
AGENDA ITEM 2021-037

THE ABOVE AND FOREGOING RESOLUTION ADOPTED BY THE HANCOCK COUNTY BOARD OF SUPERVIORS, AFTER HAVING FIRST BEEN REDUCED TO WRITING, WAS INTRODUCED BY DISTRICT _____, SECONDED BY DISTRICT _____ AND THE MATTER BEING PUT TO VOTE, I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF BOARD OF SUPERVISORS OF HANCOCK COUNTY ON THE ____ DAY OF _____, 2021.

	Aye	Nay	Abstain
DISTRICT 1 RYAN	____	____	____
DISTRICT 2 SHAW	____	____	____
DISTRICT 3 KOENENN	____	____	____
DISTRICT 4 ADAM	____	____	____
DISTRICT 5 LADNER	____	____	____

_____
PRESIDENT, HANCOCK COUNTY
BOARD OF SUPERVISORS

Attest:

_____

SEAL

Attachment: Res 2021-005 Requesting $2M match from BOS for drainage (7679 : Approve Resolution of the City of Diamondhead requesting

HANCOCK COUNTY WATERSHED STORMWATER PROJECTS

ASSESSMENT AND MANAGEMENT

As Identified and Prioritized by Waggoner Engineering in a report to the Hancock County Board of Supervisors, December 2019

Site Name	Watershed	Priority	Cost
3.05 Diamondhead Drive East near Apaki Place	Rotten Bayou	High	285,847
3.06 Watershed Basin G – Hilo Way to Hapuna Place	Rotten Bayou	High	323,776
3.07 Diamondhead Drive East	Rotten Bayou	High	358,159
3.08 Anahola Draw	Rotten Bayou	High	651,416
3.09 Ahuli	Saint Louis Bay	High	521,150
3.10 Drain Area 41—Coon Branch	Rotten Bayou	Medium	462,199
3.11 Koloa Street at Ala Moana Place	Rotten Bayou	Medium	422,921
3.12 Lots 7 & 8 Block 7 Phase 2, Diamondhead	Rotten Bayou	High	308,327
3.13 Fairway Drive Easement Section	Rotten Bayou	Medium	256,131
3.14 Golfcourse	Rotten Bayou	Low	204,024
3.15 Kome Drive	Rotten Bayou	Medium	688,476
3.16 Diamondhead Drive West at Bayou Drive	Rotten Bayou	Medium	90,153
3.17 Turnberry	Rotten Bayou	High	191,748
3.18 Cutoff Bayou Area	Jourdan River	Low	4,809,549
3.22 Hilo Way – West	Saint Louis Bay	Low	311,36
3.23 Hilo Way at Koko Street	Saint Louis Bay	Medium	329,61
3.24 Miller's Pond	Saint Louis Bay	Medium	1,659,72
5.09 Diamondhead Drive North at Aneala Pond	Rotten Bayou	Medium	325,85
		Total	**$12,200,43**

DRAINAGE PROJECTS

Attachment: Res 2021-005 Requesting $2M match from BOS for drainage (7679 : Approve Resolution of the City of Diamondhead requesting

RESOLUTION 2021-005
AGENDA ITEM 2021-037

RESOLUTION OF THE CITY OF DIAMONDHEAD REQUESTING MATCHING FUNDS FOR CAPITAL DRAINAGE PROJECTS FROM THE HANCOCK COUNTY OF SUPERVISORS.

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WHEREAS, the study concluded eighteen (18) of the ninety-five (95) critical sites are located in the City of Diamondhead at an estimated cost in the amount of $12,200,436; and

WHEREAS, all projects were intensely scrutinized during which those projects in Diamondhead scored as follows: 7 scored as High Priority, 8 scored Medium Priority and only 3 scored as Low Priority with The High Priority Projects total *$2,640,423*; the Medium Priority Projects total *$4,235,072*; and the Low Priority Projects total *$5,324,941*.

WHEREAS, Hancock County has approximately $12 million dollars earmarked for drainage projects to address areas outlined in the Plan and the City of Diamondhead is considering general obligation bond financing with approximately $2 million dollars designated for capital drainage projects within the City; and

WHEREAS, the City would like to leverage local funding with county, state and federal sources to maximize efforts to improve drainage in and around the City; and

WHEREAS, the City has engaged the professional services of Pickering Firm to identify, solicit and secure state and federal funding opportunities for these projects, and

WHEREAS, the City is seeking from the Hancock County Board of Supervisors matching funds for drainage projects within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

Attachment: 20210217 - Resolution City of Diamondhead requesting matching funds for Capital Drainage projects from Hancock County -

RESOLUTION 2021-005
AGENDA ITEM 2021-037

CITY OF DIAMONDHEAD, MISSISSIPPI, AS FOLLOWS:

SECTION I. The City may consider $2 million dollars through General Obligation Bonds specifically earmarked for capital drainage improvements.

SECTION II. The City is requesting the Hancock County Board of Supervisors set aside $2 million dollars as dollar-for-dollar match to the City of Diamondhead for drainage projects in the City identified in its Watershed Based Stormwater Assessment and Management Plan and further commit to said matching funds to the City of Diamondhead, and

SECTION III. It is the intent of the City to leverage both City and County-match funding to further maximize state and federal funding opportunities for the capital drainage project.

THE ABOVE AND FOREGOING RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMONDHEAD, AFTER HAVING FIRST BEEN REDUCED TO WRITING, WAS INTRODUCED BY COUNCILMEMBER Morgan, SECONDED BY COUNCILMEMBER Finley AND THE MATTER BEING PUT TO VOTE, I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE 2nd DAY OF February, 2021.

	Aye	Nay	Abstain
Mayor Depreo	✓		
Councilmember L'Ecuyer	✓		
Councilmember Finley	✓		
Councilmember Moran	✓		
Councilmember Morgan	✓		
Councilmember Clark	✓		

Nancy Depreo
NANCY DEPREO, Mayor

Attest:
Jeannie Klein
Jeannie Klein, City Clerk

The City of Diamondhead, Mississippi
2012

Attachment: 20210217 - Resolution City of Diamondhead requesting matching funds for Capital Drainage projects from Hancock County -

RESOLUTION 2021-005
AGENDA ITEM 2021-037

THE ABOVE AND FOREGOING RESOLUTION ADOPTED BY THE HANCOCK COUNTY BOARD OF SUPERVIORS, AFTER HAVING FIRST BEEN REDUCED TO WRITING, WAS INTRODUCED BY DISTRICT 3, SECONDED BY DISTRICT 5 AND THE MATTER BEING PUT TO VOTE, I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF BOARD OF SUPERVISORS OF HANCOCK COUNTY ON THE 17 DAY OF February, 2021.

	Aye	Nay	Abstain
DISTRICT 1 RYAN	✓		
DISTRICT 2 SHAW	✓		
DISTRICT 3 KOENENN	✓		
DISTRICT 4 ADAM	✓		
DISTRICT 5 LADNER	✓		

Scott Adam
PRESIDENT, HANCOCK COUNTY
BOARD OF SUPERVISORS

BOARD OF SUPERVISORS HANCOCK COUNTY, MS

Attest: Valerie Fitts, P.C.

CHANCERY CLERK HANCOCK CO., MS

SEAL

Attachment: 20210217 - Resolution City of Diamondhead requesting matching funds for Capital Drainage projects from Hancock County -

HANCOCK COUNTY WATERSHED STORMWATER PROJECTS

ASSESSMENT AND MANAGEMENT

As Identified and Prioritized by Waggoner Engineering in a report to the Hancock County Board of Supervisors, December 2019

Site Name	Watershed	Priority	Cost
3.05 Diamondhead Drive East near Apaki Place	Rotten Bayou	High	285,847
3.06 Watershed Basin G – Hilo Way to Hapuna Place	Rotten Bayou	High	323,776
3.07 Diamondhead Drive East	Rotten Bayou	High	358,159
3.08 Anahola Draw	Rotten Bayou	High	651,416
3.09 Ahuli	Saint Louis Bay	High	521,150
3.10 Drain Area 41—Coon Branch	Rotten Bayou	Medium	462,199
3.11 Koloa Street at Ala Moana Place	Rotten Bayou	Medium	422,921
3.12 Lots 7 & 8 Block 7 Phase 2, Diamondhead	Rotten Bayou	High	308,327
3.13 Fairway Drive Easement Section	Rotten Bayou	Medium	256,131
3.14 Golfcourse	Rotten Bayou	Low	204,024
3.15 Kome Drive	Rotten Bayou	Medium	688,476
3.16 Diamondhead Drive West at Bayou Drive	Rotten Bayou	Medium	90,153
3.17 Turnberry	Rotten Bayou	High	191,748
3.18 Cutoff Bayou Area	Jourdan River	Low	4,809,549
3.22 Hilo Way – West	Saint Louis Bay	Low	311,368
3.23 Hilo Way at Koko Street	Saint Louis Bay	Medium	329,619
3.24 Miller's Pond	Saint Louis Bay	Medium	1,659,723
5.09 Diamondhead Drive North at Aneala Pond	Rotten Bayou	Medium	325,850
		Total	$12,200,436

DRAINAGE PROJECTS

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