Hancock County Board of Supervisors

Regular Meeting Agenda

November 21, 2022 at 9:00 a.m.

Board Meeting Room

1. Call to Order

A. Pledge of Allegiance
B. Invocation

2. Roll Call

3. Amendments to the Agenda

A. Motion to accept the agenda.

4. Announcements

A. The next regular scheduled Board of Supervisor's meeting will be held at 9:00 a.m. on Monday, December 5, 2022.

B. Biweekly payroll for ending date November 5, 2022 with a check date November 11, 2022 totaled $782,849.14.

C. The Board of Supervisors will be in session for a Workshop on Monday, December 5, 2022, to begin at approximately 11:00 a.m., following the Regular Meeting for Hancock County Road Plan website training.

D. The Board of Supervisors will be in session for a Public Hearing on Monday, December 5, 2022 at 1:30 p.m., regarding Petitions to adopt or abandon certain roads within Hancock County.

5. External Business Agenda

A. Port & Harbor Commission

1. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20221114-01, approving the November 14, 2022 Docket of Claims.
2. Motion to accept the Hancock County Port and Harbor Commission's Resolution #20221114-02, approving the Final Fiscal Year 2022, Amended Budget.
3. Motion to accept the Hancock County Port and Harbor Commission's Resolution #20221114-03 FY2023 Budget Amendment #1 for increases to the Capital Budget.
4. Motion to accept Hancock County Port and Harbor Commission's Resolution #20221114-11, accepting and spreading on the Minutes, the Renewal of Lease Agreements HSCG82-10-L-8YX005 and HSCG82-19-1-0004, with United States Coast Guard for a period of October 1, 2022 - September 30, 2023.
5. Motion to accept Hancock County Port & Harbor Commission's Resolution #20221114-20, authorizing Execution of Professional Services Agreement with Neon Cloud Productions, LLC, for Marketing and Video Services, digital content creation work is complete, $25,180.00.
6. Motion to accept Hancock County Port & Harbor Commission's Resolution #20221114-22, authorizing Execution of Professional Services Agreements with Databank for the implementation, design, and support of OnBase for an amount, not to Exceed of $191,025.00.
7. Motion to approve Hancock County Port & Harbor Commission's Resolution #20221114-14, Right of Refusal with Goodnight Terminal Services for Warehouse One in Port Bienville Industrial Park for the sum of 2 years of $100.00.
8. Motion to approve Hancock County Port & Harbor Commission's Resolution #20221114-16, Temporary Right of Entry to Cure Land for Timber Harvesting.
9. Approve Hancock County Port & Harbor Commission's Resolution #20221114-19, recommending Neel-Schaffer for KCDBG Project Engineering on the Taxilane Sierra Overlay Project AP2212 and also the Packaging Hangar Project AP2208.
10. Motion to approve Resolution #20221114-21, authorizing Execution of County Tuition Assistance Program (CTAP) MOU with PRCC & SMPDD for FY2023 ($60,000.00).
11. Motion to approve Resolution #20221114-23 Authorizing Execution of Mississippi Development Authority Gulf Coast Restoration Fund Program with JALBTCX at Stennis Airport, Phase 1 Project, in the amount of $2,000.00 for project AP2205.
12. Motion to approve Hancock County Port and Harbor Commission's Resolution #20221114-18 Authorizing the Purchase of Mitigations Credits Wetlands AP2004 Tech Park Site Project, Hancock County Port and Harbor for $239,582.07.

6. Departmental Agendas

A. Emergency Management Agency

B. E-911/Dispatch

1. Motion to approve Dora Jones to attend the TAC Course at the CIC in Pearl, Mississippi on January 16-20, 2023 with a hotel room at the cost of $96.00 per night for 5 nights and a meal and mileage reimbursement.

C. Animal Shelter

D. Justice Court

E. IT Department

F. Purchasing

1. Motion to approve advertisement for County Semi-Annual Term Bids as follows: Office Supplies, Janitorial Supplies, Liquid Asphalt, Hot Bituminous in place & picked up, Cold Bituminous in place & picked up, Microsurfacing and Seals, Portable Toilet Service, Gravel & Sand, Limestone, Unprocessed Fill Dirt, Unprocessed Clay, Unprocessed Clay Gravel, Culverts & Couplings, Highway Signs, Portable Toilet Services, Pest Control Services and Highway Posts.
2. Motion to approve and spread on the Minutes, the Credit Card Report for November 21, 2022. This report reflects all credit card charges that are presently on the docket for payment.
3. Motion to approve and spread on the Minutes, the Term Bid price increases for S&L Janitorial and Office Supplies.
4. Motion to approve the purchase of a RAM 1500 CREW 4X4 for the Coroner's Office on MS State Contract No. 8200065511, effective dates October 1, 2022 to March 31, 2023. Total contract price is $42,820.00 from KIRK AUTO WORLD and authorize a budget amendment in the amount of $7,820.00.
5. Motion to approve the purchase of 6000-gallon emulsion tank from B&D Distribution, LLC, in the amount of $66,502.00 for the Road and Bridge Department and spread both quotes on the Minutes. This purchase is budgeted.
6. Motion to approve Advertising for Depository Services for the Two Year Period Beginning January 1, 2023 through December 31, 2024.
7. Motion to approve the purchase of a Courtroom FTR Touch Recording Machine from Infoware in the amount of $6,440.00 for Youth Court, and spread both quotes on the Minutes.

G. Planning and Zoning

1. Motion to approve the Planning Commission Special Meeting Minutes held on November 7, 2022.

2. Motion to request a Life Safety Hazard Hearing for 5014 Cardinal St., Bay St. Louis, Mississippi 39520.
3. Motion to request County Attorney to send a letter to the Owner of 14191 Hickory Drive. Kiln, Mississippi 39556, regarding expiration of all permits pertaining to a structure that has not been completed according to the Permit that was issued to meet the Zoning District requirement.

H. Parks & Recreation

1. Discussion regarding Wi-Fi options for McLeod Park.
2. Discussion regarding adding a lean-to roof at the Lakeshore Concession Stand.

I. 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.

J. Comptroller

1. Motion to approve the engagement letter and authorize Board President to sign the contract with Necaise and Company for the fiscal years 2022 & 2023 audits, at a fee of $45,680 per year.
2. Motion to approve the docket of claims for November 21, 2022 in the amount of $110,678.09.
3. Motion to authorize Board President to execute the audit contract with the Office of the State Auditor via DocuSign, once the document is uploaded to the state website.
4. Motion to approve and authorize payment to poll workers in the amount of $19,675.00 for the general election held on November 8, 2022.

K. Board Secretary

1. Motion to approve Regular Meeting Minutes of Monday November 7th, 2022

7. Elected/Appointed Agendas

A. Sheriff's Office

1. Motion to spread on the Minutes, the following personnel changes: a. Remove the following from payroll, effective November 21, 2022: • John Schwartz, • Jeffrey Hodnett, • Joshua Holland, • Kathleen Hughes, • Crystal Ford, • Amberly Clemente. b. Add the following to payroll as full time Correction Officers, at a rate of pay of $15.50 per hour, effective November 21, 2022: • Isaiah Marsh, • D'Angelo Donato. c. Adjust Allen Sekinger's pay to Sergeant pay, at a rate of pay of $17.50 per hour, effective November 20, 2022. d. Adjust Michael Guitreau pay to full time Deputy pay, at a rate of $20.00 per hour, effective November 20, 2022. e. Transfer Tempest Martin from E-911 to

Sheriff's Office as a full-time Correction Officer, at a rate of pay of $15.50 per hour, effective November 21, 2022.

B. Tax Assessor

C. Circuit Clerk

D. County Court

E. Youth Court / Family Treatment Court

F. Chancery Clerk

G. County Engineer

1. Motion to approve and authorize Board President to sign Change Order No. 1 for Bayou Caddy Marina Electrical Repairs Project with an increase of an amount of $51,495.00, due to damaged infrastructure that is in need of repair/replace in order to complete the project.
2. Motion to approve ROW request from AT&T for Intersection of Hwy 603 and Rocky Hill Dedeaux Road South and East along Rocky Hill Dedeaux Road.
3. Motion to authorize Compton Engineering to advertise for South Railroad Bridge.

H. Road Manager

1. Motion to remove Lyle Bond from payroll due to his resignation in the Road and Bridge Department, North, effective November 10, 2022.
2. Motion to hire Zachary Hennessy in Road and Bridge Department, South as a Class lll Laborer, at a rate of pay of $12.50 per hour, effective upon successful completion of physical and drug test.
3. Further discussion regarding the replacement of a broken window in a 2017 Expedition belonging to Thomas McArthur damaged by county worker cutting grass on road shoulder.

I. Grant Administrator

1. Motion to approve and authorize Board President to sign the Agreement for Engineering Services contract with Neel Schaffer for KCDBG projects Taxilane Sierra and Aircraft Packaging Hangar as recommended by HCPHC contingent upon MDA compliance review.
2. Motion to spread on the Minutes, the Quarterly Report as submitted to MOHS for the Cybersecurity Grant 20ES23.
3. Motion to spread on the Minutes, the FY23 EMSOF Grant Application as submitted to Mississippi State Department of Health.
4. Discussion concerning Bayside Park Drainage project scope and funding allocation.
5. Discussion regarding BMA invoice for Bayside Park Drainage project

6. Motion to spread on the Minutes, the fully executed Design Agreement between The Department of the Army and Hancock County, Mississippi for Design for the Coast-Wide Beach and Dune Ecosystem Restoration Project.

J. County Administrator

1. Motion to approve David Depreo to attend the Veterans Service Officers training held at the Golden Nugget Casino in Biloxi from November 29 - December 2, 2022. There is no charge for the training, but it will require reimbursement for mileage.
2. Discussion regarding posting job opening for the IT Director position.
3. Motion to ratify and spread on the Minutes, letter of support for the Hancock County Port and Harbor Commission regarding Project Trojan.

K. County Attorney

8. Supervisors Items

A. District 1

B. District 2

C. District 3

D. District 4

E. District 5

9. Public Comments

10. Executive Session

11. Adjourn/Recess

1. Motion to adjourn the meeting at _____.

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	November 14, 2022
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20221114-02
	APPROVING THE FINAL FISCAL YEAR 2022 AMENDED BUDGET

ATTACHED:
FINAL FY22 Amended Budget

Attachment: RESOLUTION #20221114-01 Docket of Claims 11.14.22 (11673 : Accept HCPHC November 14, 2022 Docket of Claims)

HANCOCK
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HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20221114-02

APPROVING THE FINAL FISCAL YEAR 2022 AMENDED BUDGET

BE IT RESOLVED, that the Hancock County Port and Harbor Commission Budget for 2021/2022 (FY 2022), amended by the amount of $18,801,131 (exclusive of interdepartmental transfers) as reflected in the copy attached hereto and made a part hereof, be and is hereby approved;

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

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

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
FINAL FY22 Amended Budget

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HANCOCK COUNTY PORT AND HARBOR COMMISSION
FYE 2022 AMENDED BUDGET
CONSOLIDATED

	Total Budget	General Operating Budget	Railroad Budget	Industrial Park Budget	Airport Budget	FAA Budget	Original Budget	Notes
TOTAL RESOUCES IN								
Use of Money & Property	$ 7,535,400	$ -	$ 2,751,038	$ 2,024,573	$ 2,759,789	$ -	$ 7,460,560	
Charges for Services	7,088,920		6,932,427	156,494	-	-	6,503,445	1
Other Operating Revenue	386,803		(2,554)	53,742	335,616	-	428,185	2
Non Operating Revenue	93,568	69,163	21,985	925	1,495	-	33,976	3
Grant Revenues-Capital Projects	10,287,421	-	-	5,228,650	510,553	4,548,218	29,747,313	4
Appropriations from Prior Year								
Transfers In	2,274,515	2,270,207			4,308			
TOTAL RESOUCES IN	27,666,627	2,339,370	9,702,895	7,464,382	3,611,762	4,548,218	44,173,478	
TOTAL RESOURCES OUT								
Operating Supplies & Materials	450,701	59,867	316,423	8,737	65,674	-		
Other Services & Charges	3,600,785	820,107	505,612	585,798	1,689,268	-		
Personnel Services	2,957,495	1,459,396	1,034,142	228,756	235,201	-		
Non-Operating Expenses	437,352			437,352				
Capital Projects	3,292,596	-	810,030	860,947	1,621,619			
Additions to Fixed Assets (FAA Capital)	401,431					401,431		
Transfers Out	2,274,515		2,274,515					
Fund Balance	14,251,752		4,762,173	5,342,792		4,146,787		
TOTAL RESOURCES OUT	$ 27,666,627	$ 2,339,370	$ 9,702,895	$ 7,464,382	$ 3,611,762	$ 4,548,218		

Attachment: RESOLUTION #20221114-01 Docket of Claims 11.14.22 (11673 : Accept HCPHC November 14,

NOTES:

1 *Junction Settlements up $473k*
2 *GTS Litigation resolved*
3 *Treasury Bond Investment*
4 *Capital Projects in process, delayed or not executed in 2022 and carried over to 2023 include:*

FAA34-2020	*Airport Layout Plan*	*PB2102*	*Public Dock Mooring*
FAA2202	*N. Apron Expansion Ph. II*	*PB2104*	*Deconstruct Lift Station*
AP1805	*Aero Strip*	*PB2201*	*Property Prep - Site 1*
AP1902	*Spaceport*	*RR2104*	*Storage Yard*
AP2001	*ATCT AC Replacement & Platform*	*RR2105*	*Intermodal Yard*
AP2004	*Tech Park*	*RR2201*	*Rock & Timber Replacement*
AP2109	*5 Bay GA Hangars*	*RR2202*	*Vehicle Purchase*
AP2201	*Single GA Hangar (MM)*	*RR2203*	*Lower Bay Lead (MM)*
AP2205	*JABLTCX*	*RR2204*	*Drainage Improvements*
AP2212	*Taxilane S Improvements*		

$2M in Cash Reserves funded multiple projects including:

- *Deconstruct Lift Station*
- *Property Prep - Site 1*
- *JABLTCX*
- *ATCT AC Replacement & Platform*
- *Fuel Tank Recoatings*
- *Storage Yard*
- *Intermodal Yard*

Those projects funded with the over $10M in grant revenues above include:

FAA2102	*N. Apron Expansion Ph. I*
FAA2101	*Runway Airfield & Lighting*
PB1704	*New Dock Site 4*
RR2101	*Tail Track Upgrade*

Attachment: RESOLUTION #20221114-01 Docket of Claims 11.14.22 (11673 : Accept HCPHC November 14,

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	November 14, 2022
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20221114-02
	APPROVING THE FINAL FISCAL YEAR 2022 AMENDED BUDGET

ATTACHED:
FINAL FY22 Amended Budget

Attachment: RESOLUTION# 20221114-02 Approving the Final Fiscal Year Amended Budget, 11.14.22 (11674 : Accept Final Fiscal Year 2022

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RESOLUTION# 20221114-02

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EXCUSED:	Robert Martin

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

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HANCOCK COUNTY PORT AND HARBOR COMMISSION
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CONSOLIDATED

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Attachment: RESOLUTION# 20221114-02 Approving the Final Fiscal Year Amended Budget, 11.14.22

NOTES:

1 *Junction Settlements up $473k*
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3 *Treasury Bond Investment*
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AP2201	*Single GA Hangar (MM)*	*RR2203*	*Lower Bay Lead (MM)*
AP2205	*JABLTCX*	*RR2204*	*Drainage Improvements*
AP2212	*Taxilane S Improvements*		

$2M in Cash Reserves funded multiple projects including:

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- *Fuel Tank Recoatings*
- *Storage Yard*
- *Intermodal Yard*

Those projects funded with the over $10M in grant revenues above include:

FAA2102	*N. Apron Expansion Ph. I*
FAA2101	*Runway Airfield & Lighting*
PB1704	*New Dock Site 4*
RR2101	*Tail Track Upgrade*

Attachment: RESOLUTION# 20221114-02 Approving the Final Fiscal Year Amended Budget, 11.14.22

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	November 14, 2022
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20221114-03
	FY2023 BUDGET- AMENDMENT #1 FOR INCREASES TO THE CAPITAL BUDGETS

ATTACHED:
2023 CAPITAL SUMMARY
SUMMARY BUDGET MODIFICATION #1

Attachment: RESOLUTION# 20221114-03 FY2023 Budget Amendment #1 for Increases to the Capital Budgets, 11.14.22 (11675 : Accept FY2023

Attachment: RESOLUTION# 20221114-03 FY2023 Budget Amendment #1 for Increases to the Capital Budgets, 11.14.22 (11675 : Accept FY2023

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RESOLUTION# 20221114-03

FY2023 BUDGET- AMENDMENT #1 FOR INCREASES TO THE CAPITAL BUDGETS

WHEREAS, by Resolution 20220822-02 the Commission passed its FYE2023 Budget and associated 2022 WIP – 2025 Capital Improvement Plan;

WHEREAS, since the approval of the FY2023 Budget and 2022 WIP – 2025 Capital Improvement Plan (CIP), additional capital needs have come to the attention of the Commission;

WHEREAS, The Commission staff estimated expenditures for each capital project by fiscal year end. Due to delays in either receiving product or unforeseen circumstances with engineering and/or construction some of those costs need to be moved to FY2023 so as not to lose those budgeted dollars;

NOW THEREFORE BE IT RESOLVED, that the Hancock County Port and Harbor Commission hereby approves an increase in the Capital Budget of **$572,855** as shown on the Budget Amendment # 1 attached;

BE IT FURTHER RESOLVED, that the Hancock County Port and Harbor Commission hereby authorizes its President to execute such documents necessary to reflect said changes and authorizes its Comptroller to take such steps as are necessary to implement said changes;

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:
2023 CAPITAL SUMMARY
SUMMARY BUDGET MODIFICATION #1

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

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
2023 CAPITAL SUMMARY
SUMMARY BUDGET MODIFICATION #1

Attachment: RESOLUTION# 20221114-03 FY2023 Budget Amendment #1 for Increases to the Capital Budgets, 11.14.22 (11675 : Accept FY2023

HANCOCK COUNTY PORT & HARBOR COMMISSION
2022 WIP - 2025 CAPITAL IMPROVEMENT PLAN
SUMMARY - USE & SOURCE OF FUNDS

PROJECT NAME	WIP 2021 & PRIOR	WIP FYE 2022	2023	2024	2025	TOTAL
Administration	$ -	$ -	$ -	$ -	$ -	$ -
Port Bienville Railroad	55,633	755,797	9,344,704	9,591,250	15,788,814	35,480,565
Port Bienville Industrial Park	36,405	708,869	7,378,884	3,546,400	-	11,634,153
Stennis International Airport	1,082,690	981,972	16,061,359	8,538,000	10,572,630	36,153,960
Total Uses of Funds	$ 1,174,728	$ 2,446,638	$ 32,784,946	$21,675,650	$26,361,444	$ 83,268,678

SOURCE OF FUNDS	WIP 2021 & PRIOR	WIP FYE 2022	2023	2024	2025	TOTAL
Federal Grants	$ 217,875	$ 173,324	$ 9,124,882	$ 8,869,100	$18,175,051	$ 36,342,357
State Grants	133,041	231,188	10,725,787	7,704,250	308,000	18,969,225
Use of Cash Balance	823,812	2,042,126	12,934,277	5,102,300	7,878,393	27,957,096
Total Sources of Funds	$ 1,174,729	$ 2,446,639	$ 32,784,946	$21,675,650	$26,361,444	$ 83,268,679

	2023	2024	2025
Audited Actual Cash & Cash Equivalents Balance FYE2021	**$ 21,025,103**	8,578,231	10,338,355
Forecast Excess Sources over Uses after Capital FYE 2022	(6,275,018)		
Customer Deposits and Unearned Revenue 2022	**(709,658)**	(609,658)	(509,658)
Forecast Net Operating & Non-Operating Income Projected EOY 2022	**7,472,082**	7,472,082	7,472,082
Capital Use of Funds BUDGET	**(12,934,277)**	(5,102,300)	(7,878,393)
Forecasted Ending Unrestricted Cash Balance	**$ 8,578,231**	**$10,338,355**	**$ 9,422,386**

Modification #1	***WIP FYE 2022***	***FY 2023***
RR	(360,446)	264,295
IP	(210,487)	175,031
AP/FAA	(153,061)	190,221
Total Adjustment	**$ (723,994)**	**$ 629,546**

Attachment: RESOLUTION# 20221114-03 FY2023 Budget Amendment #1 for Increases to the Capital

PORT BIENVILLE RAILROAD
2022 WIP - 2025 CAPITAL IMPROVEMENT PLAN
PORT BIENVILLE RAILROAD

PROJECT #	PROJECT NAME	PURPOSE *	WIP through FYE 2021	WIP through FYE 2022	2023	2024	2025	TOTAL
RR2102	Crossing Improvements	LCM	-	285,822	-	-	-	285,822
RR2104	Storage Yard	SI	55,353	283,646	6,403,250	-	-	6,742,250
RR2105	Intermodal Yard	SI	280	145,177	596,543	8,740,750	15,788,814	25,271,564
RR2201	Rock & Timber Replacement	LCM	-	6,331	309,292	-	-	315,623
RR2202	Vehicle Purchase	LCM	-	-	67,576	-	-	67,576
RR2203	Lower Bay Lead (MM)	SI	-	3,268	1,686,763	-	-	1,690,030
RR2204	Drainage Improvements	SI	-	31,552	281,280		-	312,833
RR2401	Site 11 Spur	SI	-	-	-	850,500	-	850,500
	Total Uses of Funds		$ 55,633	$ 755,797	$9,344,704	$ 9,591,250	$15,788,814	$35,536,197

SOURCE OF FUNDS	WIP through FYE 2021	WIP through FYE 2022	2023	2024	2025	TOTAL
Federal Grants	-	$ -	4,140,000	$ 6,992,600	$12,631,051	23,763,651
State Grants	-	-	400,000	400,000		800,000
Use of Cash Balance	55,633	755,797	4,804,704	2,198,650	3,157,763	10,972,546
Total Sources of Funds	$ 55,633	$ 755,797	$9,344,704	$ 9,591,250	$15,788,814	$35,536,197

**** PURPOSE CODE***

LCM	*Life Cycle Maintenance*
SA	*Safety*
SI	*Strategic Investment*

Modification #1		WIP FY22	FY23
RR2102	*Crossing Improvements*	(9,037)	(17,374)
RR2104	*Storage Yard*	(2,687)	63,234
RR2105	*Inermodal Yard*	(31,543)	31,543
RR2201	*Rock & Timber Replacement*	(139,579)	9,292
RR2203	*Lower Bay Lead (MM)*	(47,233)	47,233
RR2204	*Drainage Improvements*	(130,368)	130,368
	Total Adjustment	**$ (360,446)**	**$ 264,295**

Attachment: RESOLUTION# 20221114-03 FY2023 Budget Amendment #1 for Increases to the Capital

PORT BIENVILLE Industrial Park

2022 WIP - 2025 CAPITAL IMPROVEMENT PLAN

PORT BIENVILLE Industrial Park

PROJECT #	PROJECT NAME	PURPOSE *	WIP through FYE 2021	WIP through FYE 2022	2023	2024	2025	TOTAL
PB2102	Public Dock Mooring	SI	$ 36,405	$ 7,694	$ 1,076,850	$ -	$ -	$ 1,120,949
PB2104	Deconstruct Lift Station	SI	-	417,431	511,569	-	-	929,000
PB2201	Property Prep - Site 1	SI	-	283,743	266,602	-	-	550,345
PB2301	Water Improvements	SI	-	-	500,000	500,000	-	1,000,000
PB2302	Warehouse Development	SI	-	-	3,900,000	-	-	3,900,000
PB2303	Security	SA	-	-	205,500	200,000	-	405,500
PB2304	Barge Fleeting Area	SI	-	-	718,364	-	-	718,364
PB2305	SMA Property Prep	SI	-	-	200,000	-	-	200,000
PB2401	Warehouse Development Ph. 2	SI	-	-		2,846,400	-	2,846,400
	Total Uses of Funds		$ 36,405	$ 708,869	$ 7,378,884	$ 3,546,400	$ -	$ 11,670,558

SOURCE OF FUNDS	2022	2023	2024	2025	TOTAL
Federal Grants	$ -	$ -	-	$ -	$ -	$ -
State Grants	36,041	112,860	2,999,434	1,400,000	-	$ 4,548,335
Use of Cash Balance	364	596,009	4,379,450	2,146,400	-	$ 7,122,223
Total Sources of Funds	$ 36,405	$ 708,869	$ 7,378,884	$ 3,546,400	$ -	$ 11,670,558

**** PURPOSE CODE***

LCM	*Life Cycle Maintenance*
SA	*Safety*
SI	*Strategic Investment*

Modification #1		***WIP FY22***	***FY23***				
				-	-	-	-	-
PB2102	*Public Dock Mooring*	(358,806)	323,350				
PB2104	*Deconstruct Lift Station*	(35,220)	35,220				
PB2201	*Property Prep*	183,539	(183,539)				
	Total Adjustment	**$ (210,487)**	**$ 175,031**				

Attachment: RESOLUTION# 20221114-03 FY2023 Budget Amendment #1 for Increases to the Capital

STENNIS INTERNATIONAL AIRPORT

2022 WIP - 2025 CAPITAL IMPROVEMENT PLAN

STENNIS INTERNATIONAL AIRPORT

PROJECT #	PROJECT NAME	PURPOSE *	WIP through FYE 2021	WIP through FYE 2022	2023	2024	2025	TOTAL
FAA34-2020	Airport Layout Plan	SI	217,875	50,917	33,208			302,000
FAA2202	N. Apron Expansion Ph. II	Si	-	122,407	2,951,673	-	-	3,074,080
FAA2301	Taxilane Extension	SI	-	-	50,000	1,650,000	-	1,700,000
FAA2401	Main Apron Rehab	SA	-	-	-	435,000	6,160,000	6,595,000
AP1805	Aero Strip	SI	296,822	420	5,738,952	5,400,000	-	11,436,194
AP1902	Spaceport	SI	263,149	-	20,000	403,000	4,412,630	5,098,779
AP2001	ATCT AC Replacement & Platform	LCM	4,596	236,943	31,650	-	-	273,190
AP2004	Tech Park (Formerly site prep)	SI	203,500	16,353	283,208	-	-	503,061
AP2104	Fuel Tank Recoatings	LCM	-	105,182	195	-	-	105,377
AP2109	5 Bay GA Hangars	SI	96,749	46,581	16,000	400,000	-	559,329
AP2201	Single GA Hangar (MM)	SI	-	66,295	959,505	-	-	1,025,800
AP2205	JABLTCX	SI	-	260,166	4,789,836	-	-	5,050,002
AP2206	Drainage	LCM	-	-	320,000	-	-	320,000
AP2208	Packaging Hangar Improvements	LCM	-	-	1,500	-	-	1,500
AP2212	Taxilane S Improvements	LCM	-	56,708	145,631	-	-	202,339
AP2301	Corporate Hangar Buildout	SI	-	-	340,000	-	-	340,000
AP2302	Run Up Pad	SI	-	20,000	380,000	-	-	400,000
AP2401	Sweeper	LCM	-	-	-	250,000	-	250,000
	Total Uses of Funds		$1,082,690	$ 981,972	$ 16,061,359	$ 8,538,000	$ 10,572,630	$ 37,236,650

SOURCE OF FUNDS	2021	2022	2023	2024	2025	TOTAL
Federal Grants	217,875	$ 173,324	4,984,882	$ 1,876,500	$ 5,544,000	$ 12,796,580
State Grants	97,000	118,328	7,326,353	5,904,250	308,000	$ 13,753,931
Use of Cash Balance	767,815	690,320	3,750,124	757,250	4,720,630	$ 10,686,139
Other-Coop Energy	-	-	-	-	-	$ -
Other	-	-	-	-	-	$ -
Total Sources of Funds	$1,082,690	$ 981,972	$ 16,061,358	$ 8,538,000	$ 10,572,630	$ 37,236,650

Attachment: RESOLUTION# 20221114-03 FY2023 Budget Amendment #1 for Increases to the Capital

**** PURPOSE CODE***

LCM	*Life Cycle Maintenance*
SA	*Safety*
SI	*Strategic Investment*

Modification #1		***WIP FY22***	***FY23***
FAA34-2020 -	*ALP*	*(3,208)*	*3,208*
FAA2202	*N. Apron Expansion Ph II*	*(243,636)*	*243,636*
AP2212	*Taxilane S Improvements*	*(3,842)*	-
AP1805	*Aero Strip*	*335*	-
AP2001	*ATCT AC Replacement & Platf*	*68,290*	(71,350)
AP2004	*Tech Park (Formerly site prep)*	*950*	56,691
AP2104	*Fuel Tank Recoatings*	*14,930*	(14,806)
AP2109	*5 Bay Hangars*	*(13,619)*	-
AP2201	*Single GA Hangar*	*16,995*	(16,995)
AP2205	*JALBTCX*	*10,164*	(10,164)
AP1902	*Spaceport*	*(420)*	-
	Total Adjustment	***$ (153,061)***	**$ 190,221**

Attachment: RESOLUTION# 20221114-03 FY2023 Budget Amendment #1 for Increases to the Capital

HANCOCK COUNTY PORT & HARBOR COMMISSION

FY 2023 AMENDED BUDGET #1

CONSOLIDATED

	TOTAL BUDGET	GENERAL OPERATING	PORT BIENVILLE SHORT LINE RAILROAD	PORT BIENVILLE INDUSTRIAL PARK	STENNIS INTERNATIONAL AIRPORT	FAA
TOTAL RESOURCES IN						
Use of Property & Money	$ 7,315,169	$ -	$ 2,830,060	$ 1,777,365	$ 2,707,744	$ -
Charges for Services	6,490,123	-	6,356,123	134,000	-	-
Other Operating Revenue	455,957	-	18,440	88,648	348,869	-
Non Operating Revenue	50,583	24,033	25,000	1,000	550	-
Grant Revenues - Capital	19,911,378	-	4,540,000	2,999,434	9,387,063	2,984,881
Appropriations from Prior Year	10,810,321	-	10,810,321	-	-	-
Transfers In	9,630,056	2,984,511	-	3,797,444	2,798,101	50,000
TOTAL RESOURCES IN	**54,663,587**	**3,008,544**	**24,579,944**	**8,797,891**	**15,242,327**	**3,034,881**
TOTAL RESOURCES OUT						
Operating Supplies & Materials	566,020	138,770	319,600	13,050	94,600	-
Other Services & Charges	4,865,473	1,248,121	1,103,692	693,887	1,819,773	-
Personnel Services	3,338,902	1,621,653	1,253,703	212,070	251,476	-
Non-Operating Expense	500,000	-	-	500,000	-	-
Capital Projects	32,728,255	-	9,344,704	7,378,884	13,026,478	
Additions to Fixed Assets	3,034,881	-	-	-	-	3,034,881
Transfers Out	9,630,056	-	9,580,056	-	50,000	-
TOTAL RESOURCES OUT	**$ 54,663,587**	**$ 3,008,544**	**$ 24,579,944**	**$ 8,797,891**	**$ 15,242,327**	**$ 3,034,881**

Attachment: RESOLUTION# 20221114-03 FY2023 Budget Amendment #1 for Increases to the Capital

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	November 14, 2022
To:	Port & Harbor Commission
From:	Obie McClure,
Subject:	RESOLUTION# 20221114-11
	ACCEPTING AND SPREADING ON THE MINUTES RENEWAL OF LEASE HSCG82-10-L-8YX005 AT $13,047.73/MONTH AND LEASE HSCG82-19-1-0004 AT $1,524.27/MONTH BY UNITED STATES COAST GUARD FOR PERIOD OF OCTOBER 1, 2022 - SEPTEMBER 30, 2023

ATTACHED:
SLA#3 HSCG82-19-1-0004-signed
SLA#5 HSCG82-10-L-8YX005-signed

Attachment: RESOLUTION# 20221114-11 Accepting and Spreading Renewal Lease HSCG82-10-L8YX005, 11.14.22 (11676 : Accept and spread

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

RESOLUTION# 20221114-11

ACCEPTING AND SPREADING ON THE MINUTES RENEWAL OF LEASE HSCG82-10-L-8YX005 AT $13,047.73/MONTH AND LEASE HSCG82-19-1-0004 AT $1,524.27/MONTH BY UNITED STATES COAST GUARD FOR PERIOD OF OCTOBER 1, 2022 - SEPTEMBER 30, 2023

WHEREAS, the U.S. Coast Guard (the "USCG") and the Hancock County Port & Harbor Commission ("Commission") executed Lease HSCG82-10-L-8YX005 and HSCG82-19-1-0004 (the "Lease"), effective October 1, 2009, and as amended June 1, 2015, pursuant to which the USCG leases property at Stennis International Airport;

WHEREAS, on October 13, 2022, in accordance with Paragraph 3 of the Lease, the USCG provided a Notice of Exercise to Renew Lease to the Commission, a copy of which is attached hereto and incorporated herein by reference, exercising the USCG's option to renew the Leases and all conditions thereof for Fiscal Year 2023 (October 1, 2022 to September 30, 2023) The government through the U.S. Coast Guard is hereby exercising its options to renew these leases for the period between October 1, 2022 through September 30, 2023. The current rates and charges for improved land is $0.625 per square foot. The total square feet is 29,266. The lease is hereby renewed at a monthly rate of $1,524.27, effective October 1, 2022, and the warehouse lease is renewed at a monthly rate of $13,047.73;

NOW THEREFORE, BE IT RESOLVED, the Hancock County Port & Harbor Commission hereby accepts and authorizes the Chief Executive Officer of the Hancock County Port & Harbor Commission to execute the Lease Agreements with USCG extending these leases 1 additional year;

RESULT:	**CARRIED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Paula Jordan, Vice President
SECONDER:	David Holman, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Bennett, Necaise
EXCUSED:	Robert Martin

ATTACHED:
SLA#3 HSCG82-19-1-0004-signed
SLA#5 HSCG82-10-L-8YX005-signed

Attachment: RESOLUTION# 20221114-11 Accepting and Spreading Renewal Lease HSCG82-10-L8YX005, 11.14.22 (11676 : Accept and spread

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
SLA#3 HSCG82-19-1-0004-signed
SLA#5 HSCG82-10-L-8YX005-signed

Attachment: RESOLUTION# 20221114-11 Accepting and Spreading Renewal Lease HSCG82-10-L8YX005, 11.14.22 (11676 : Accept and spread

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	
HSCG82-19-1-0004	1	1

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
SLA#3	10/13/2022		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Richard Razabdouski SILC-CEU-M Real Property USCG Civil Engineering Unit Miami 15608 SW 117th Avenue Miami, FL 33177-richard.a.razabdouski@uscg.mil			

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
Hancock County Port and Harbor Commission 14054 Fred & A1 Key Road Kiln, MS 39556	☐	9B. DATED *(SEE ITEM 11)*
	☒	10A. MODIFICATION OF CONTRACT/ORDER NUMBER HSCG82-19-1-0004
CODE / FACILITY CODE		10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☒	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 14 U.S.C. 501e
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)

The government through the U.S. Coast Guard is hereby exercising its options to renew this lease for the period between October 1, 2022 through September 30, 2023.

The current rates and charges for improved land is $0.625 per square foot. The total square feet is 29,266.

The lease is hereby renewed at a monthly rate of $1,524.27, effective October 1, 2022.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Richard Razabdouski/Real Property CEU-M	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		RAZABDOUSKI.RICHARD.ALLEN.1204535821 Digitally signed by RAZABDOUSKI.RICHARD.ALLEN.1204535821 Date: 2022.10.17 09:23:32 -04'00' *(Signature of Contracting Officer)*	10/13/2022

Previous edition unusable

STANDARD FORM 30 (REV. 11/201
Prescribed by GSA FAR (48 CFR) 53.243

Attachment: RESOLUTION# 20221114-11 Accepting and Spreading Renewal Lease HSCG82-10-L8YX005, 11.14.22 (11676 : Accept and spread

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	
HSCG82-10-L-8YX005	1	1

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
SLA#5	10/13/2022		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Richard Razabdouski SILC-CEU-M Real Property USCG Civil Engineering Unit Miami 15608 SW 117th Avenue Miami, FL 33177-richard.a.razabdouski@uscg.mil			

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
Hancock County Port and Harbor Commission 14054 Fred & A1 Key Road Kiln, MS 39556	☐	9B. DATED *(SEE ITEM 11)*
	☒	10A. MODIFICATION OF CONTRACT/ORDER NUMBER HSCG82-10-L-8YX005
		10B. DATED *(SEE ITEM 13)*

CODE	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☒	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 14 U.S.C. 501e
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)

The government through the U.S. Coast Guard is hereby exercising its options to renew this lease for the period between October 1, 2022 through September 30, 2023.

The lease is renewed at a monthly rate of $13,047.73, effective October 1, 2022.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Richard Razabdouski/Real Property CEU-M	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		RAZABDOUSKI.RICHARD.ALLEN.1204535821 Digitally signed by RAZABDOUSKI.RICHARD.ALLEN.1204535821 Date: 2022.10.17 14:24:11 -04'00' *(Signature of Contracting Officer)*	10/13/2022

Previous edition unusable

STANDARD FORM 30 (REV. 11/201
Prescribed by GSA FAR (48 CFR) 53.243

Attachment: RESOLUTION# 20221114-11 Accepting and Spreading Renewal Lease HSCG82-10-L8YX005, 11.14.22 (11676 : Accept and spread

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	November 14, 2022
To:	Port & Harbor Commission
From:	Obie McClure,
Subject:	RESOLUTION# 20221114-20 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH NEON CLOUD PRODUCTIONS, LLC FOR MARKETING AND VIDEO SERVICES FOR $25,180.

ATTACHED:
Hancock County Port & Harbor Commission Service Agreement

Attachment: RESOLUTION# 20221114-20 Authorizing Execution of Professional Services Agreement Neon Cloud Productions, LLC Marketing

Attachment: RESOLUTION# 20221114-20 Authorizing Execution of Professional Services Agreement Neon Cloud Productions, LLC Marketing

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

RESOLUTION# 20221114-20

AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH NEON CLOUD PRODUCTIONS, LLC FOR MARKETING AND VIDEO SERVICES FOR $25,180.

WHEREAS, Neon Cloud Productions, LLC ("Consultant") has presented a Contractual Agreement (the Agreement) under which Neon Cloud Prodution,LLC will perform marketing and digital content creation related services for Hancock County Port & Harbor Commission ("Commission") ;

WHEREAS, Consultant will create digital media marketing content related to sites and assets located at Port Bienville Industrial Park and Stennis International Airport, and in the Hancock County community;

WHEREAS, the agreement shall be active on October 1, 2021, provided this engagement may be cancelled by either party at any time, effective thirty [30] days after receipt by the non-cancelling party of written notice of cancellation;

Whereas, the agreement for professional services is $25,180;

Whereas, all deliverables related to this service contract have been delivered to the Commission as of October 31st, 2022;

NOW THEREFORE, BE IT RESOLVED, the Hancock County Port & Harbor Commission hereby authorizes the Chief Executive Officer, William P. Cotter, or his delegee to execute the Contractual Agreement for marketing and digital content creation services with Neon Cloud Productions, LLC for $25,180.

ATTACHED:
Hancock County Port & Harbor Commission Service Agreement

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	David Holman, Commissioner
SECONDER:	Michael Bennett, Secretary
AYES:	Swanson, Ward, Casano, Holman, Jordan, Bennett, Necaise
EXCUSED:	Robert Martin

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Hancock County Port & Harbor Commission Service Agreement

Attachment: RESOLUTION# 20221114-20 Authorizing Execution of Professional Services Agreement Neon Cloud Productions, LLC Marketing

NEON CLOUD PRODUCTIONS
SERVICES AGREEMENT

This **Services Agreement** (this "Agreement"), is entered into by and between **Hancock County Port and Harbor Commission**, "CLIENT"), and **NEON CLOUD PRODUCTIONS, LLC**, a Texas limited liability company ("COMPANY").

COMPANY shall provide certain services to and be compensated by CLIENT as specified and according to the terms and conditions of this Agreement.

Modifications to this Agreement deemed acceptable by both parties may be made only in writing, signed and dated by both parties, and added as an "Addendum" to this Agreement.

This Agreement shall specify the terms under which COMPANY is to provide the following services (collectively, the "Services") to CLIENT:

Details:

#	Item & Description	Qty	Rate	Amount
1	Day of Filming This is the 2nd Consecutive Day of filming added to the first day as listed in the Phase 1 contract. Includes: - up to 1 day (8'ish hours) of filming. - up to 15-ish locations. (A location consists of each filming area that requires the videographer to drive/walk to another location to film even if it is the same site but filming from a different corner/direction.) - the expertise of one videographer with over 7 years of unique and specialized filming experience, combined with our streamlined process, to capture dynamic footage at the predetermined locations. - hand-held videography. - aerial videography. ***If Client would like to include people in a few of the shots, the Client will arrange to have volunteers at the predetermined filming locations at specific time ranges.***	1	2,950.00	2,950.00
2	Motion Graphics These Motion Graphics can be added to the Overall Video as detailed in Estimate 000916 or the Topic Specific Videos listed in Line Item 2. Visually enhances your story using motion-tracked graphics to transform complicated concepts into simple ones and increase visual engagement by highlighting elements and creating the illusion of motion or rotation of your data in a unique and dramatic manner within the 3D space of the video.	8	690.00	5,520.00

Attachment: RESOLUTION# 20221114-20 Authorizing Execution of Professional Services Agreement Neon Cloud Productions, LLC Marketing

	- includes a maximum of 3 - 4 elements per motion graphic.			
3	Topic Specific Videos :45 - :90 second-ish each for topics such as: Port Bienville Industrial Park, Stennis International Airport Park, Quality of Life. Client will decide on the topics for the videos prior to filming. We will utilize footage from the main video as well as additional footage captured during the filming for line item 1, and will set the videos to one consistent music track. (These videos do NOT include new motion graphics, animated texts, or stylized texts but the previously created assets can be utilized.).	3	1,350.00	4,050.00
4	Social Media Clips :15 - :30 second-ish each which includes up to 5-ish clips each representing topics such as: Industry Clusters of: Aerospace and Defense Unmanned Systems Polymers and Chemicals Geospatial Technologies Advanced Manufacturing Distribution and Transportation Client will decide on the topics for the clips prior to filming. Includes: - editing, - music, - color-grading, - high-resolution, web-ready mp4 file. We will utilize footage from the main video as well as additional footage captured during the filming for the main video to create these clips. ***This pricing does NOT include new motion graphics, animated texts, or stylized texts, but the previously created assets can be reutilized when the video clips containing these assets are incorporated into a social media clip.***	6	535.00	3,210.00

Attachment: RESOLUTION# 20221114-20 Authorizing Execution of Professional Services Agreement Neon Cloud Productions, LLC Marketing

5	**Animated Text** These texts will allow each of the Social Media clips and Topic Specific Videos to utilize 1 Animated Text to clarify its focus. Draws the viewers' attention to key facts using special effects in a unique manner based on your branding.	9	360.00	3,240.00
6	**Social Media Loops** :06 - :10 second-ish each created using the map, animated logo, motion graphics, animated texts, and/or stylized texts from the main video, and edited so they will play on a continuous loop. Client will decide which loops after they are created.	5	130.00	650.00
7	**Photography Package (High-res Images)** Captured during filming at the predetermined shotlist locations for the main video. Includes: - basic editing. - color-correcting. - final .jpg image. - Client will determine which locations on the shotlist will require photos prior to filming. ($160.00 per additional photo.)	10	80.00	800.00

Attachment: RESOLUTION# 20221114-20 Authorizing Execution of Professional Services Agreement Neon Cloud Productions, LLC Marketing

8	Low-poly 3D Graphic This is an Estimated Cost for the Addition of a low-poly 3D image representing a facility such as a Hanger with tracking, shading, and placement of the facility to provide motion tracking for one angle within one motion graphic as detailed in Line Item 2 within the video. - The 3D asset to be added to the video will be purchased by the Client after details are discussed and an appropriate asset is jointly agreed upon. - The second half payment for this project will be adjusted accordingly for this line item to account for any difference in total actual cost based on the work involved in adding the graphic chosen by the client to the video and any additional requests made by the client. ***This 3D Graphic will be incorporated into one of the Motion Graphics being created for this project in Line Item 2 and does NOT include the creation of a separate Motion Graphic.	8	535.00	4,280.00
9	3D Boxes Additional 3D Boxes representing a building with tracking, shading, and placement of the facility to provide motion tracking for one angle within one motion graphic as detailed in Line Item 2 within the video. - Up to 3 boxes are included in the price in Line Item 2 for each Motion Graphic that is associated with a Site Plan or Available land as needed. - The boxes for this line item are in addition to the 3 boxes allotted per site plan/available land motion graphic. - These boxes are typically added to the Layered Vector File Site Plan provided by the client; however, boxes can be added to empty land as well if needed. ***These additional 3D Boxes will be incorporated into the Motion Graphics being created for this project in Line Item 2 and does NOT include the creation of separate Motion Graphics.	6	80.00	480.00

Sub Total $25,180.00

Total $25,180.00

Invoice Notes
This Additional Content identified as Phase 2 will be associated with video content as outlined in the Phase 1 Contract. The Additional Film Day listed above is for a consecutive day of filming with the film day as identified in the Phase 1 Contract.

The Contract for the Phase 2 items must be signed prior to filming, but the first payment for this Additional Content will be deferred until October 1, 2021 and will be invoiced as items are completed for both Phase 1 and Phase 2 Contracts.

If you are Tax Exempt, please provide documentation of your tax exempt status.

Attachment: RESOLUTION# 20221114-20 Authorizing Execution of Professional Services Agreement Neon Cloud Productions, LLC Marketing

Additional 3D Graphics are Not included with this pricing, but will be quoted separately, if needed, after specific details are determined.

Terms & Conditions
Invoices will be sent as items are completed. Payment for each invoice is due upon receipt; net 30 days.

Client can make payment via ACH Direct Deposit, Check, or Credit Card using the online Pay Now link.

Remaining balance due at completion of project or within 6 months from contract signing, whichever comes first; net 30 days.

A $1500 fee will be charged if more than 20% of the total contract amount is changed after signing of contract or if the project completion is delayed by the client for more than a year from contract signing.

Includes up to 6 hours of total revisions for the entire project. Additional revisions billed at a rate of $85/hr for editing and $170/hr for Motion Graphics / Adobe After Effects editing thereafter.

Travel for 1 Billed Separately after the videographer submits receipts.

Confidentiality Statement: The estimate/invoice/contract is for the intended audience only, and should not be shared with competitors or other individuals outside the client's organization.

The Services marked above to be provided will be according to the terms of this Agreement and the specific individual Services and the Fees as defined herein and in **ATTACHMENT A**.

COMPANY reserves the right to utilize current or future employees, contractors, consultants or vendors to provide the Services under this Agreement.

2. FEES: $25,180.00 (without tax)

CLIENT agrees to pay to COMPANY one hundred (100%) percent upon signing of contract, with any additional amounts due (including but not limited to: implementation costs, reimbursement for expenses paid on behalf and with approval of CLIENT, late fees, interest charges and returned check fees, etc.) at completion of project or six months from the date of this Agreement, whichever comes first, and are past due on the fifth (5^{th}) day of each month. If CLIENT fails to pay Fees for Services within thirty (30) days of the invoice date, all such unpaid amounts shall accrue a penalty of five (5%) of the total amount due with all such unpaid amounts accruing interest from the invoice date at the lesser of one and one-half percent (1 1/2%) per month or the maximum rate allowed by law.

3. TAXES: $Tax Exempt

Taxes shall be added to the Fees, provided for in **ATTACHMENT A**, on the Services rendered or parts supplied pursuant hereto ("Taxes"). Taxes shall include state and local sales and use, privilege or excise taxes based on gross revenue and any taxes or amounts in lieu thereof paid or payable to COMPANY in respect of the foregoing, exclusive, however of margins taxes based on net income for the privilege of conducting business.

4. RIGHTS OF COMPANY AND EXCLUSIONS:

The Services rendered under this Agreement do not include ownership in COMPANY's software, licenses, drone or parts related to drones, including cameras and camera equipment. CLIENT agrees and acknowledges that COMPANY has and shall retain all rights in and to the raw footage and all intellectual property created during the providing of the Services. CLIENT shall have no right to edit or manipulate in any way the video in connection with the Services.

Attachment: RESOLUTION# 20221114-20 Authorizing Execution of Professional Services Agreement Neon Cloud Productions, LLC Marketing

5. TERMINATION:

- This Agreement shall be terminable with verifiable and reasonable cause by either party upon not less than thirty (30) days prior written notice to the other party. Each party agrees that a good faith effort must be made by both parties to rectify disputes over the Services before pursuing other avenues of recourse. All disputes and differences must be submitted in writing by the claiming party to the other party; and
- Further, COMPANY may terminate this Agreement at any time due to CLIENT's material breach of any provision of this Agreement, including without limitation, CLIENT's failure to timely pay COMPANY.

6. EFFECTIVE DATE: **September 16, 2021** (the "Effective Date").

7. DURATION: The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for a period as specified by **ATTACHMENT A**, until the date of completion of the Services unless earlier terminated by COMPANY pursuant to Section 5(b) of this Agreement. Thereafter, the Term of this Agreement shall renew on an annual basis unless either party elects to terminate this Agreement as set forth above.

8. CLIENT CONTACT:

Hancock County Port and Harbor Commission
Janel Carothers, Chief Development Officer
14054 Fred and Al Key Rd
Kiln, MS 39556
(228) 467-9231
jcarothers@hcphc.ms

9. COMPANY CONTACT:

Neon Cloud Productions LLC
Brian Aiken, President
2919 Commerce Street, Suite 164
Dallas,Texas 75226
469-919-5114
brian@neoncloudproductions.com

10. MARKETING: CLIENT agrees that during the term of this Agreement, COMPANY may publicly refer to CLIENT or video of and related to CLIENT in communications or statements, orally and in writing, as a CLIENT of COMPANY, including without limitation, the non-exclusive use of any logo or trademark of CLIENT as it relates to said video content. Any other reference to CLIENT by COMPANY shall require the additional prior written consent of CLIENT.

11. NON-SOLICITATION AGREEMENT: CLIENT shall tender no offer of employment to any employee or contractor of COMPANY during the duration of this Agreement and for one (1) year following the Agreement's termination. Remedy for violation of the terms of this section of this Agreement may include, but are not limited to, the following: direct and indirect damages from lost revenue, hiring and training of replacement employees, related attorney fees and court costs.

12. LIMITATION OF LIABILITY: Notwithstanding any other provision of this Agreement, COMPANY shall not be liable for special, incidental, or consequential damages in connection with video footage on behalf of CLIENT, including but not limited to loss of profits or revenue. The sole and exclusive remedy for any breach of contract or breach of warranty, whether express or implied, including the Services furnished under this Agreement and all other performance by COMPANY under or pursuant to this Agreement, shall be limited to (i) replacement value provided by COMPANY and (ii) the reimbursement of Fees paid by CLIENT to COMPANY, and shall in no event include any special, incidental or consequential damages.

13. REQUIRED TERMS: CLIENT hereby agrees and acknowledges all of required terms as more particularly described in **ATTACHMENT A** regarding the requisite service provided herein.

Attachment: RESOLUTION# 20221114-20 Authorizing Execution of Professional Services Agreement Neon Cloud Productions, LLC Marketing

14. MISCELLANEOUS: This Agreement shall be governed by the laws of the State of Mississippi. It, together with all Attachments hereto, constitutes the entire Agreement between CLIENT and COMPANY for Services listed in **ATTACHMENT A**. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by CLIENT.

COMPANY is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God. No action, regardless of form, arising out of this Agreement, may be brought by either party more than two (2) years from the last date of payment.

COMPANY and CLIENT shall use reasonable efforts to protect the confidentiality of all information relating to the business and affairs of the other party that is identified as being confidential and that may be acquired in connection with COMPANY'S performance of the Services. Additionally, the terms and conditions of this Agreement shall be kept confidential and shall not be disclosed by either party.

COMPANY shall have the right to assign its rights hereunder to a third party without the consent of CLIENT.

15. COMMUNICATION: CLIENT agrees to utilize COMPANY'S online **Project Management System** for ALL communications upon signing of this contract in order to maintain a consistent and effective line of communication for all parties involved throughout the process.

16. ACCEPTANCE OF SERVICE AGREEMENT: This Agreement covers only those Services and equipment marked in Section 1 and listed in **ATTACHMENT A**. The addition of Services not marked in Section 1 and listed in **ATTACHMENT A** at the signing of this Agreement, if acceptable to COMPANY, shall result in an adjustment to the CLIENT final charges. CLIENT represents it has the requisite authority to enter into this Agreement.

As authorized agents of the parties entering into this Agreement, the undersigned acknowledges full contents of said Agreement as acceptable and binding.

Accepted by:

Hancock County Port and Harbor Commission

BY: _____

PRINTED NAME: Janel Carothers

TITLE: Chief Development Officer

DATE: 9/20/21

NEON CLOUD PRODUCTIONS

BY: Brian Aiken
Brian Aiken, President

DATE: Sep 22 2021 13:56 GMT

Attachment: RESOLUTION# 20221114-20 Authorizing Execution of Professional Services Agreement Neon Cloud Productions, LLC Marketing

Attachment: RESOLUTION# 20221114-20 Authorizing Execution of Professional Services Agreement Neon Cloud Productions, LLC Marketing

ATTACHMENT A

SERVICES AND FEES

Services and Fees: $25,180.00

Details:

#	Item & Description	Qty	Rate	Amount
1	Day of Filming This is the 2nd Consecutive Day of filming added to the first day as listed in the Phase 1 contract. Includes: - up to 1 day (8'ish hours) of filming. - up to 15-ish locations. (A location consists of each filming area that requires the videographer to drive/walk to another location to film even if it is the same site but filming from a different corner/direction.) - the expertise of one videographer with over 7 years of unique and specialized filming experience, combined with our streamlined process, to capture dynamic footage at the predetermined locations. - hand-held videography. - aerial videography. ***If Client would like to include people in a few of the shots, the Client will arrange to have volunteers at the predetermined filming locations at specific time ranges.***	1	2,950.00	2,950.00
2	Motion Graphics These Motion Graphics can be added to the Overall Video as detailed in Estimate 000916 or the Topic Specific Videos listed in Line Item 2. Visually enhances your story using motion-tracked graphics to transform complicated concepts into simple ones and increase visual engagement by highlighting elements and creating the illusion of motion or rotation of your data in a unique and dramatic manner within the 3D space of the video. - includes a maximum of 3 - 4 elements per motion graphic.	8	690.00	5,520.00

3	Topic Specific Videos :45 - :90 second-ish each for topics such as: Port Bienville Industrial Park, Stennis International Airport Park, Quality of Life. Client will decide on the topics for the videos prior to filming. We will utilize footage from the main video as well as additional footage captured during the filming for line item 1, and will set the videos to one consistent music track. (These videos do NOT include new motion graphics, animated texts, or stylized texts but the previously created assets can be utilized.).	3	1,350.00	4,050.00
4	Social Media Clips :15 - :30 second-ish each which includes up to 5-ish clips each representing topics such as: Industry Clusters of: Aerospace and Defense Unmanned Systems Polymers and Chemicals Geospatial Technologies Advanced Manufacturing Distribution and Transportation Client will decide on the topics for the clips prior to filming. Includes: - editing. - music. - color-grading. - high-resolution, web-ready mp4 file. We will utilize footage from the main video as well as additional footage captured during the filming for the main video to create these clips. ***This pricing does NOT include new motion graphics, animated texts, or stylized texts, but the previously created assets can be reutilized when the video clips containing these assets are incorporated into a social media clip.***	6	535.00	3,210.00

Attachment: RESOLUTION# 20221114-20 Authorizing Execution of Professional Services Agreement Neon Cloud Productions, LLC Marketing

5	**Animated Text** These texts will allow each of the Social Media clips and Topic Specific Videos to utilize 1 Animated Text to clarify its focus. Draws the viewers' attention to key facts using special effects in a unique manner based on your branding.	9	360.00	3,240.00
6	**Social Media Loops** :06 - :10 second-ish each created using the map, animated logo, motion graphics, animated texts, and/or stylized texts from the main video, and edited so they will play on a continuous loop. Client will decide which loops after they are created.	5	130.00	650.00
7	**Photography Package (High-res Images)** Captured during filming at the predetermined shotlist locations for the main video. Includes: - basic editing. - color-correcting. - final .jpg image. - Client will determine which locations on the shotlist will require photos prior to filming. ($160.00 per additional photo.)	10	80.00	800.00

Attachment: RESOLUTION# 20221114-20 Authorizing Execution of Professional Services Agreement Neon Cloud Productions, LLC Marketing

8	Low-poly 3D Graphic This is an Estimated Cost for the Addition of a low-poly 3D image representing a facility such as a Hanger with tracking, shading, and placement of the facility to provide motion tracking for one angle within one motion graphic as detailed in Line Item 2 within the video. - The 3D asset to be added to the video will be purchased by the Client after details are discussed and an appropriate asset is jointly agreed upon. - The second half payment for this project will be adjusted accordingly for this line item to account for any difference in total actual cost based on the work involved in adding the graphic chosen by the client to the video and any additional requests made by the client. ***This 3D Graphic will be incorporated into one of the Motion Graphics being created for this project in Line Item 2 and does NOT include the creation of a separate Motion Graphic.	8	535.00	4,280.00
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Sub Total $25,180.00

Total $25,180.00

Attachment: RESOLUTION# 20221114-20 Authorizing Execution of Professional Services Agreement Neon Cloud Productions, LLC Marketing

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	November 14, 2022
To:	Port & Harbor Commission
From:	Blaine LaFontaine,
Subject:	RESOLUTION# 20221114-22 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICE AGREEMENT WITH DATABANK FOR THE IMPLEMENTATION, DESIGN, AND SUPPORT OF ONBASE FOR A NOT TO EXCEED AMOUNT OF $191,025.00

Item	Frequency	Year 1	Year 2	Year 3
Software Subscription Price	Annual	$30,000.00	$30,000.00	$30,000.00
Professional Services - Time & Materials	One-Time	$101,025.00	$0.00	$0.00
Total Investment		**$131,025.00**	**$30,000.00**	**$30,000.00**

ATTACHED:
Hancock_Port_and_Harbor_Commission_SOW_10-24-2022

Attachment: RESOLUTION# 20221114-22 Authorizing Execution of Professional Service Agreement Databank for Implementation, Design, and

Attachment: RESOLUTION# 20221114-22 Authorizing Execution of Professional Service Agreement Databank for Implementation, Design, and

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

RESOLUTION# 20221114-22

AUTHORIZING EXECUTION OF PROFESSIONAL SERVICE AGREEMENT WITH DATABANK FOR THE IMPLEMENTATION, DESIGN, AND SUPPORT OF ONBASE FOR A NOT TO EXCEED AMOUNT OF $191,025.00

WHEREAS, the Hancock County Port & Harbor Commission ("Commission") seeks to implement OnBase, an Enterprise Content Management (ECM) solution to manage contracts and act as a static repository of commission records;

WHEREAS, the Commission would like to engage DataBank to provide services for a not to exceed amount of $191,025.00 for design, implementation, and support of OnBase, as more fully described in Databank Statement of Work, which is attached hereto and incorporated herein by reference;

WHEREAS, it is in the best interest of the Commission to purchase the OnBase software to better meet the Commission's contract, project, and records compliance needs;

NOW THEREFORE, BE IT RESOLVED, the Hancock County Port & Harbor Commission hereby authorizes its Chief Executive Officer to execute a Professional Services Agreement with Databank for a not to exceed amount of $191,025.00 of which FY2023 costs would be $131,025.00;

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

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:
Hancock_Port_and_Harbor_Commission_SOW_10-24-2022

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Paula Jordan, Vice President
SECONDER:	Aline Ward, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Bennett, Necaise
EXCUSED:	Robert Martin

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Hancock_Port_and_Harbor_Commission_SOW_10-24-2022

Attachment: RESOLUTION# 20221114-22 Authorizing Execution of Professional Service Agreement Databank for Implementation, Design, and

Hancock Port and Harbor Commission

Statement of Work

OnBase for Contract Management

October 24, 2022

DataBank
A KYOCERA GROUP COMPANY

Attachment: RESOLUTION# 20221114-22 Authorizing Execution of Professional Service Agreement Databank for Implementation, Design, and

October 24, 2022

Ms. Donna Rubio
Hancock Port and Harbor Commission
14054 Fred & Al Key Road
Kiln, MS 39556

Dear Ms. Rubio:

Thank you for the opportunity to present a process optimization recommendation for Hancock County Port an Harbor Commission. This recommendation is based upon the business case analysis surrounding the contrac management lifecycle we have explored together over the past discussions.

The following document serves as both a business case justification and investment summary for Hancock Count Port and Harbor Commission, which is composed of the following information:

- **DataBank Overview:** A brief overview of DataBank and its products, solutions, and services portfolio.
- **Executive Summary / Business Case:** For purposes of this proposal, a high-level overview the Commission's current pain points and the issues the business is currently experiencing as a result.
- **Proposed Solution:** An overview of the proposed solution DataBank will provide to address contract management and related business challenges.
- **Solution Benefits:** The expected benefits that the solution will provide.
- **Implementation Approach:** An outline of what would need to occur in order to extend the current contract management solution to address initiation, maintenance, versioning, and records retention.
- **Investment Overview:** A review of the costs associated with the proposed solution.
- **Appendix:** A collection of supporting documents addressing different parts of the solution recommendation, including the contracts necessary to execute on this project.

Thank you in advance for consideration of our recommendation and we look forward to working with you and your team in this very important transformative project.

Sincerely,

F. Torruellas

Francheska Torruellas
DataBank, A Kyocera Group Company
www.databankimx.com

Attachment: RESOLUTION# 20221114-22 Authorizing Execution of Professional Service Agreement Databank for Implementation, Design, and

THE DATABANK DIFFERENCE

Based on the conversations to-date, we know that the information presented in this proposal is extremely importar to Hancock Port and Harbor Commission. Please take a moment to consider the following in relation to hov DataBank solutions can deliver on these objectives.

- ✓ **Support for Future Growth:** DataBank solutions can scale across departments, or to the entire enterprise Oftentimes, our Client's will utilize our solutions to solve a particular business problem in a department, an then leverage that success onto subsequent areas.

- ✓ **Ease of Use:** DataBank solutions are the most flexible and easy-to-use on the market today. In a worc nimble. Tailored for departments but comprehensive for the enterprise.

- ✓ **Administration and Deployment:** DataBank provides solutions that are not solely dependent on ou consulting services, once your team is up to speed. That allows you to move forward with your own sta and not requiring an overabundance of programming and scripting to accomplish your goals.

- ✓ **No longer build vs. buy only:** Too many organizations are still evaluating a "build vs. buy" strategy, a though no other choices are present. Instead of investing heavily in development (build) or purchasing product that, only addressed a specific business requirement (buy), we provide an approach that allow organizations to build applications on a rapid development platform, ultimately providing the best of bot approaches.

- ✓ **Cost / Investment:** In almost every instance, selecting DataBank solutions will cost you less in the end. you are utilizing us for outsourced services, we can demonstrate a total cost of ownership and service leve agreement that justifies the investment. If you are utilizing us for technology, our solutions are cost-effectiv to install, configure, manage, integrate and upgrade. The total investment you make in DataBank over th life of your solution will be less than what you will pay for almost any legacy or traditional service or produc

- ✓ **Legacy System Replacement:** Many successful migrations from legacy systems, we routinely reduce th cost of ownership by one-third to one-half by consolidating legacy systems into one. With our prove methodology, you can be sure your project won't have any costly mistakes or missing information. W account and accrue for 100 percent of your documents – and report on everything.

  DataBank was founded in 1990 and has 500+ employees focusing on document management and proces improvement for our clients. DataBank is financially strong and constantly invests in people and resource to remain a leader in the Enterprise Content Management and Business Process Automation (BPA) industry DataBank has built a reputation for excellence in providing technology solutions that let customers capture store, manage and distribute documents across an entire enterprise. We have developed robust Documer and Content Management solutions for some of the largest government agencies in the country. Ou extensive experience and expertise in managing our customers' most valuable assets – their conten information, documents, people and processes are unsurpassed in the industry. DataBank prides ourselve on our core strengths, which will be key as a vendor-partner:

  ● Our Team – DataBank has over 500 highly trained professionals with several years of industry experienc and knowledge. We approach every client engagement with a focus to clearly understand their requirement and operate with transparency and open communication to ensure their success. DataBank's team include members with 20 + years' experience with document scanning, data automation and content managemer projects.

  ● Our Experience - Our team has over 30 years of experience as an industry leader in business proces improvement and technology consulting. We offer our clients a comprehensive suite of services an solutions – including document conversion, document management software, workflow software, digita

Attachment: RESOLUTION# 20221114-22 Authorizing Execution of Professional Service Agreement Databank for Implementation, Design, and

transformation consulting, training and support services. This includes specific experience within local and state government agencies and processes.

● Our Approach - DataBank approaches our client engagements with a wide-angle lens to help meet all c their Enterprise Content Management needs. As a mature Business Process Improvement firm, we are abl to offer our clients - document conversion Services, digital transformation, software Implementations an professional services/IT consulting. This approach enables our clients to simplify and easily manage th vendor engagement for this project, allowing for a single point of responsibility and accountability.

● Our Technology – DataBank is constantly investing in our state-of-the-art production facilities an upgrading our technologies to offer our clients high quality and modern solutions. Our technolog investments are unparalleled in the market. We continuously review technology to automate capture and wi implement any technology that will save money and improve accuracy.

● Our Security – We recognize the importance of protecting and securing our client's data and informatior which is why we have achieved military-grade level security in our daily operations. Our national network c SOC II Type certified redundant production centers, along with our 24×365 monitoring, allows you to rela knowing that your data is in safe hands.

Our goal is to listen, leverage our knowledge, and recommend solutions that make a positive impac DataBank will support Hancock County Port and Harbor Commission with a dedicated team to ensur consistent, efficient project management within established timelines. DataBank will provide a Projec Implementation Plan to outline process, timeline, and KPI's. DataBank has an extensive and experience cadre of over 200 technical services professionals ready for assignment to new customer deployments. Ou Production Managers and teams are up to date with all training certifications and experienced in managin complex projects. They have subject matter expertise about digitization projects as they are based in ou production centers and provide technical expertise in these solutions.

DataBank continuously invests in people, process, and technology improvements that allow us to provid the highest levels of service to our clients and produce exceptional results that meet our customer objectives Our most recent major investment programs include SOC 2 Certification, HIPAA Compliance, PCI/DS Compliance and Certification. DataBank's national production facilities utilize a national, private wide-area network, secure computing infrastructure and digital telecommunications systems. To maintain such hig levels of certification, our processes and procedures are some of the most stringent in the industry and a such, our results are top notch.

Attachment: RESOLUTION# 20221114-22 Authorizing Execution of Professional Service Agreement Databank for Implementation, Design, and

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Attachment: RESOLUTION# 20221114-22 Authorizing Execution of Professional Service Agreement Databank for Implementation, Design, and

VERSION CONTROL

Document Attributes

Document Name	Statement of Work
Document Identifier	2022-10-24_Hancock Port and Harbor Commission_Contract Mgmt_SOW
Publish Date	10/24/2022
Current Revision Number	0.1

Version History

Version Number	Date	Responsibility (Author)	Description
0.1	10/24/2022	Lynn Bell	Initial draft

RACI Chart

Name	Position	*	R	A	S	C	I
Lee Meyerdirk	DataBank - Government Practice Director	X		X	X		X
Adam Herrmann	DataBank – VP, Professional Services			X	X		X
Brian Voss	DataBank - Government Professional Services Director				X		X
Lynn Bell	DataBank - Bid Manager		X				X
Scott Overby	DataBank – Solution Architect				X		X
Francheska Torruellas	DataBank - Business Development Director (IBR)				X		X
Blaine LaFonatine	Hancock Port and Harbor Commission – Chief Operating Officer	X				X	X
Donna Rubio	Hancock Port and Harbor Commission - Project Sponsor					X	X

Column Key	* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.

Attachment: RESOLUTION# 20221114-22 Authorizing Execution of Professional Service Agreement Databank for Implementation, Design, and

EXECUTIVE SUMMARY

Hancock County Port & Harbor Commission (hereinafter “Customer” or “Client”) is seeking to implement a Enterprise Content Management (ECM) solution with advanced technology that is secure, accurate, manageable and auditable. The identified solution will provide the ability to manage contracts (Contract Management) an installed on premise. Contract Management will be implemented leveraging a workflow based contract processin business process, with a static repository of contracts. The overall project objectives include:

1. Initiation and maintenance of internal and external contract templates
2. Document versioning
3. Records retention standardization and execution

Customer will be leveraging DataBank IMX, a KYOCERA Group Company (hereinafter “DataBank”) to desigr implement, and support the solution.

SCOPE OF SERVICES

The scope of this project consists of planning, discovery, development, testing, training, and deployment activitie associated with the implementation of this project. Installation and/or configuration of OnBase components not liste or that exceed the documented numbers will require an approved change order.

The scope of this initiative will be limited to DataBank performing the following activities:

Activity	Description

Discovery & Design	▪ Conduct Discovery sessions with Customer Subject Matter Experts (SMEs) and technical experts from IT, interfaces, and applications to identify business and technical requirements.
	▪ Internal analysis of discovery
	▪ Research and consultation for solution designs
	▪ Draft a high level Solution Design Document (SDD) for the solution components identified during Discovery including:
	  ○ Documentation of the basic OnBase components
	  ○ Illustrate as is and to be Workflow processes, if applicable
	▪ Create the Solution Inventory spreadsheet
	▪ Review SDD with Customer and modify if needed
	  ○ This will include two (2) modifications.
	  ○ Additional modifications will require a Change Order.
	▪ Customer sign off on SDD

Solution Configuration	▪ OnBase Infrastructure Setup
	  ○ Microsoft Active Directory Integration
	▪ Basic OnBase Configuration
	  ○ Document type groups (up to 1)
	  ○ Document types (up to 15)
	  ○ Keywords (up to 20)
	  ○ User security (up to 5 groups)
	▪ Autofill Keyword Sets (up to 1)
	▪ Custom Queries (up to 2)
	▪ Reporting Dashboards (up to 1)
	▪ Outlook Integration
	▪ Unity Form for Contract Requests
	▪ Configure Foldering
	  ○ Up to (1) of Parent folders
	  ○ Up to (5) of Child folders

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Activity	Description
	▪ Unity Form Configuration ▪ Workflow Configuration ○ Configure (2) Lifecycles with up to (15) Queues, (30) Ad-hoc tasks, (7) Notifications, and (10) Timers ▪ Development review and solution demonstrations
Testing	▪ Perform unit testing to test basic OnBase functionality such as user login, scanning, retrieval, and storage. ▪ Create test scripts for User Acceptance Testing (UAT) ▪ UAT assistance and issue resolution
Training	▪ UAT training ▪ Create end user training manual ▪ Admin training ▪ End user training

Production Deployment	▪ Migration of solution to Production
	▪ Go-live support
	▪ Admin handoff
	  ○ Create Customer system information document
	  ○ Final solution inventory
	▪ Transition to Support

Project Management	DataBank will assign a Project Manager who will manage the day-to-day activities of the project in conjunction with Customer Project Manager. Responsibilities include: ▪ Setup the project in the internal PSA system ▪ Coordinate DataBank technical team personnel and schedules ▪ Manage the project budget and invoicing ▪ DataBank will schedule a project kick-off meeting to introduce project resources and review the project plan with Customer ▪ Ongoing planning and coordination ▪ Lead weekly status meetings with the project team ▪ Preparation of weekly status reports ▪ Status reporting to Customer Project Manager ▪ Project Plan management ▪ Close management on project scope and limitation of Change Order Requests

The following items have been discussed but are considered out of scope for this project:

Activity	Description
Implementation of OnBase other than Contract Management	Activities related to the implementation of OnBase other than Contract Management are out of scope and will require an approved change order.
Data Conversion	Work outlined in this SOW does not include data conversion from existing or legacy systems to OnBase. Out of scope items would include, but not limited to: data related to integration, content stored in other repositories, etc. If this is desired, an approved change order will be required.

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Activity	Description
Custom Interfaces	Standard OnBase interfaces will be leveraged for this project. Customized web front-ends, applications, or web services are not in scope and will require an approved change order.
Integrations	Application integrations with OnBase will require a change order.
Activities not listed	Activities not listed in the in scope statement will require a change order.

COMPENSATION & PAYMENT SCHEDULE

DataBank will charge and bill services fees to Client for the Professional Services provided under this SOW in th following manner:

1. Time and Materials will be billed monthly

Other than when payment terms are specifically delineated in a Master Services Agreement, Customer agrees t pay for all Services and Products within thirty (30) days of receipt of an invoice from DataBank.

PRICING BREAKDOWN

Software/Maintenance

Description	Annual Subscription Price Per 3YR Term	Per	Total Year 1 Subscription Price	Total Year 2 Subscription Price	Total Year 3 Subscription Price
OnBase Standard Subscription	$90,000.00	YR	$30,000.00	$30,000.00	$30,000.00
Annual Totals:			**$30,000.00**	**$30,000.00**	**$30,000.00**

NOTE: The above subscription(s) may require a subscription agreement.

Professional Services Fees (Estimate) - Time & Materials

The following is a summary of the estimated costs for professional services by project stage. The services provided under this SOW will be delivered on a time and materials basis.

Phase	Hours	Rate	Consulting Fee	Travel and Expenses	Total Estimate
Discovery & Design	84.0	$225.00	$18,900.00	$0.00	$18,900.00
Solution Configuration	119.0	$225.00	$26,775.00	$0.00	$26,775.00
Testing	84.0	$225.00	$18,900.00	$0.00	$18,900.00
Training	42.0	$225.00	$9,450.00	$0.00	$9,450.00
Production Deployment	51.0	$225.00	$11,475.00	$0.00	$11,475.00
Project Management	69.0	$225.00	$15,525.00	$0.00	$15,525.00
Total	**449.0**	**$225.00**	**$101,025.00**	**$0.00**	**$101,025.00**

All estimates of fees or time required to complete the project are approximations of the anticipated amount of time needed to complete th

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project. Client will be invoiced based on the amount of time actually required to complete the project. DataBank will bill monthly for services performed. Estimated hours are based on the total number of hours to complete the work identified in this SOW. Hours may shift between phases based on the requirements of the project.

It is important to note that scope can change throughout the lifecycle of a project requiring the use of DataBank's change order proces DataBank recommends Client add a contingency reserve of 20% of total project estimate to account for change orders and additional reques

Investment Summary

Item	Frequency	Year 1	Year 2	Year 3
Software Subscription Price	Annual	$30,000.00	$30,000.00	$30,000.00
Professional Services – Time & Materials	One-Time	$101,025.00	$0.00	$0.00
Total Investment		**$131,025.00**	**$30,000.00**	**$30,000.00**

SERVICES RENDERED & TIMELINE ESTIMATION

The parties agree that any services described in this SOW that have been performed prior to the execution of thi SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

DATABANK POLICIES

Travel & Expense Policy

If travel is required, charges associated with travel and expenses are combined into one fixed price milestone pe onsite trip. The milestones are calculated at $500 per day per resource and include days of travel and days onsite

Travel requested less than 2 weeks before the planned visit will require a Change Order for additional costs.

Non-Standard Time Policy

Professional Services are considered non-standard time if they belong to one of the following situations:

- Work is being performed in the same time zone as DataBank Headquarters (CST) and the work falls outside of the standard business hours (Monday – Friday, 8:00 AM – 5:00 PM).
- Work is being performed in a different time zone other than that of DataBank Headquarters (CST) and the work falls outside the hours of (Monday – Friday, 8:00 AM – 5:00 PM) in said time zone.

In certain circumstances, DataBank will perform work outside of normal business hours. DataBank will only charg a premium when Client has requested that work be performed outside of standard business hours (see above fo location and/or hours details). Premium rates are billed at 1.50 times the quoted services rate.

Change Order Policy

Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this SOW, the schedule changes from the defined schedule in this SOW, or Project Assumptions listed in this SOW are nc met. This includes billable and non-billable project changes. Purchase Orders will be required for all mutually agree upon billable changes. Any Change Orders that are agreed upon during the deployment phase can affect the projec schedule. The Project Schedule will be updated and approved by Client as part of the Change Order Process.

Non-Solicitation of Employee(s) Policy

The parties agree that during the term of the agreement and for three years thereafter, they shall not solicit c encourage, or cause others to solicit or encourage, any of the other party's' employees or contractors or any affiliat to terminate their employment or engagement. Each party shall not, directly or indirectly, hire any then-current c

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former employee or contractor of the others and shall not solicit any then-current Client or an affiliate or anv prospective Clients made known to it by the other party for any business relating to in anyway, the business of th party or otherwise interfere with the business relations between the party and any such Clients.

REQUIRED DOCUMENTATION

The following documents are required prior to DataBank scheduling the start of the project and prior to any wor being performed.

1. Purchase Order
2. Signed Statement of Work

Other than when payment terms are specifically delineated in a Master Services Agreement, Customer agrees t pay for all Services and Products within thirty (30) days of receipt of an invoice from DataBank.

CLIENT RESPONSIBILITIES

Client agrees that the following actions and project requirements will be solely owned and completed/provided b Client staff and Client resources. Failure to complete actions will directly impact the project start date, projec schedule and project success. Any requirements or Client responsibilities not provided during the project will resu in a change order to account for increased project schedule, increased resource expenses, and increased operatin expenses.

Required Prior to Project Start

DataBank resources will be assigned to the project and engaged in project activities beyond the initiation meeting once all of the following requirements have been met by the Client.

1. All applicable System Servers are installed, tested, and properly working
2. All applicable Operating Software is installed, tested, and working properly
3. A network account with rights to the network and hardware is set up and made available to DataBank for both onsite and remote work.
4. A work space will be made available for DataBank resources to perform the work described in this SOW. The space will be a physical space if work is performed on-site. The space will be remote machines if the work is performed remotely.
5. Client will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
6. Client will assign a Project Manager or Lead Resource to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements.

Required During Project

Client will provide the following during the project.

1. Client will maintain and keep available all line items listed as requirements prior to project start.
2. Client will manage/schedule its own resources during the project.
3. Client will test the deployed solution as defined within the Solution Design Document.
4. Client will document all issues/change requests as part of the Client testing process.

PROJECT ASSUMPTIONS

The following Assumptions are paramount to the defined scope and schedule for this project. Any variables in th project found to not match the listed assumptions will be documented by DataBank Project Manager as a projec risk. A change order will be required for any variables that do not match the Project Assumptions and that impac

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the project deliverables, project schedule or project expenses.

1. DataBank resources will schedule a kickoff call within (2) weeks after both parties sign this SOW.
2. A schedule will be presented during the kickoff call and will be updated after discovery is complete. If Customer delays lead to gaps of more than (5) unplanned days, the currently assigned DataBank resources may be reassigned to other projects. If the currently assigned resources are reassigned to other projects, the costs associated with performing knowledge transfer to new resources will be the responsibility of Customer. The timing of project reinitiating with a new resource will be determined on the resources new project booking. Customer has the opportunity to pay a $6,500.00 a week resource hold fe during delays to retain resources and keep project schedules on track which will be issued through a change order.
3. A signed Solution Design Document is received by DataBank prior to scheduling development and deployment.
4. DataBank will deploy the solution as agreed upon in the final Solution Design Document, signed by all parties.
5. DataBank will deploy the solution in Customer's test environment, unless agreed upon by both parties pric to deployment.
6. An up-to-date test environment that closely resembles the production environment is in place prior to deployment. If Customer chooses not to establish a test environment, they understand that the system/solution will be deployed into their production environment.
7. DataBank will test the system to assure that it matches the final Solution Design Document prior to training.
8. DataBank will perform UAT training and assist with User Acceptance Testing (UAT) prior to formal training Any issues or project gaps must be identified, documented and communicated to DataBank Project Manager at the time of UAT.
9. Customer Test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the production environment.
10. DataBank will provide formal testing support for the number of hours and for the duration of time listed in this SOW. Any additional testing support requirements must be defined in the Solution Design Document.
11. During Customer testing, the only issues that will be considered to be addressed are those that impact system performance. All other changes will be evaluated at the completion of testing.
12. DataBank will deploy the system into production once it is functioning per the Solution Design Document and any negotiated Change Orders.
13. DataBank will manage/schedule its own resources during the project.
14. Both parties will attend up to 1 project status meeting per week throughout the duration of the project. Attendance will be via remote conference call unless other requirements are agreed upon by both parties prior to acceptance of the Solution Design Document. Additional Project Status requirements are subject t applicable Project Management fees.
15. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
16. At the end of the agreed upon User Acceptance Testing schedule, DataBank will provide the Release to Production document. Customer will have 3 business days to contest the solution's readiness in writing. If no such contestation of readiness is provided, the solution is considered to have Customer's approval to move to the Production environment.
17. After completion of User Acceptance Testing, it is possible that additional issues may be identified. For a period of 15 business days (about 3 calendar weeks), the DataBank project team will be available to provide support for issues falling within the project scope. After the 15th business day, support for the solution will transition to the DataBank Support teams to provide primary assistance.
18. Customer agrees to provide payment to DataBank no later than 30 business days after the completion of the User Acceptance Testing process. Any additional time accrued after that mark will be billed in accordance with the rules identified in the SOW or in the Master Services Agreement between Customer and DataBank.

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19. After the solution goes live, DataBank will coordinate a “handoff to Support”. Any issues identified after this handoff will be treated as Support Issues and fall under the DataBank Hardware/Software Maintenance agreement terms and conditions.
20. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is nc longer supported or being phased into an end-of-life status. DataBank assumes that Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.
21. DataBank resources will perform work unimpeded by Customer staff monitoring, shadowing, or Customer driven remote technology where DataBank resources are limited by Customer staff availability. A request to monitor/shadow DataBank resources, while welcomed, does impede resource efficiency which has a direct impact on the duration of the project and time needed to complete the project. A change order will b required to cover the increased project time that results from resource monitoring.
22. Customer will download all applicable OnBase Software and place the software in a directory on the server(s) it will be installed on.
23. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
24. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Customer as part of the Change Order Process.

BINDING EFFECTS AND AGREEMENTS

This Statement of Work (“SOW”) is made and entered into effective as of the date that the last party to sign thi “SOW” has executed the same (as indicated by the date entered by such party with its signature below) (the “SOV Effective Date”) by and between DataBank IMX, A Kyocera Company (“DataBank”) and Hancock Port and Harbc Commission (“Customer” or “Client”) with a location at 14054 Fred and Al Key Road, Kiln, Mississippi 39556, i connection with a certain project (“Project”) pursuant to the Master Service and Confidentiality Agreement (“MSA between Customer and DataBank. The terms and conditions of the Agreement are hereby incorporated b reference, and any terms used but not defined herein shall have the meanings ascribed to them in the Agreemen Additional Agreements may be required as part of this SOW and are referenced in Attachment “A” (Supportin Agreements).

PROPRIETARY & CONFIDENTIAL STATEMENT

The enclosed materials are proprietary to DataBank. The terms, conditions, and information set forth herein ar confidential to DataBank and may not be disclosed in any manner to any person other than the addressee, togethe with its officers, employees, and agents who are directly responsible for evaluating the contents of these material for the limited purpose intended. These materials may not be used in any manner other than for such limite purpose. Any unauthorized disclosure, use, reproduction or transmission is expressly prohibited without the prio written consent of DataBank.

GENERAL TERMS AND CONDITIONS

The performance of the Services described in this Statement of Work ("SOW") by DataBank for the Customer i subject to and shall be governed by the following terms and conditions. If this SOW is made pursuant to a Maste Services Agreement ("MSA"), the terms and conditions set forth in such MSA are incorporated herein by referenc and made a part of this SOW. If this agreement is not made pursuant to a MSA, then the terms and conditions i DataBank’s standard MSA shall be incorporated herein by reference and made part of this SOW. The standar DataBank MSA will be provided upon request.

Customer agrees to provide to DataBank the information and assistance described in this SOW. Customer agree that if DataBank’s Employees are required to perform the Services at Customer’s facility, Customer shall provid

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adequate working space, facilities and equipment for such Employees.

TERMINATION

This Agreement shall remain in force and payable according to this Agreement's Payment Terms. Upon 30 days written notice to DataBank, Customer may terminate this Agreement at any time without cause prior to th Agreement's Expiration Date and no refunds for amounts paid or credits against future payments due will be issue by DataBank. Customer shall provide at least 90-day written notice to DataBank prior to the expiration date if the wish to extend this Agreement beyond the initial term as identified in the Payment Terms section. Notwithstandin any other language in this Section, either Customer or DataBank may terminate this Agreement prior to th Agreement's expiration date for cause; that cause being a material breach of the Agreement.

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ACCEPTANCE OF SOW

This SOW represents DataBank's offer to perform the project on the terms set forth herein; and this offer shall b accepted only upon Client signing and delivering this SOW to DataBank within 60 days from the date of thi document (the "Acceptance Deadline"). DataBank may withdraw this offer at any time prior to acceptance by Clien In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank, this offer is not accepted, in the manner provided above, by Client on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties a an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s set forth with their respective signatures below.

DataBank IMX

Company Name ("DataBank")

By (Signature)

Printed Name and Title

___ / ___ / ___

Dated

Hancock Port and Harbor Commission

Company Name ("Customer")

By (Signature)

Printed Name and Title

___ / ___ / ___

Dated

Billing Information

Billing Contact and Title

Billing Email Address

Billing Address

Billing City, State, Zip

City, State, Zip

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APPENDIX A – UAT ACCEPTANCE FORM

- Customer acknowledges that User Acceptance Testing (UAT) has been completed and that the solution has met th specifications identified within the solution design document and any subsequent, mutually-signed change orders No further solution changes will be required before the migration of the solution to the production environment.

Exceptions:

Comments/Reason:

Company Name (“Customer”)

Project Sponsor Name (Print)

Project Sponsor Signature Date

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APPENDIX B - WORK ACCEPTANCE FORM

Date Submitted ___ / ___ / ___

Company: _____

Project Name _____

Deliverable/Milestone _____

Exceptions:

- ❑ Accept Deliverable
- ❑ Decline Deliverable

Comments/Reason:

_____
Company Name (“Customer”)

_____
Project Sponsor Name (Print)

_____
Project Sponsor Signature Date

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ATTACHMENT A – SUPPORTING AGREEMENTS

The following agreements may be required as part of the solution represented in this Statement of Work and if executed are incorporated into this SOW by reference.

- Vendor EULA
- Other Vendor Agreements based on solution
- DataBank Subscription Agreement
- DataBank Hosting Agreement
- DataBank Maintenance and Support Agreement

Attachment: RESOLUTION# 20221114-22 Authorizing Execution of Professional Service Agreement Databank for Implementation, Design, and

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	November 14, 2022
To:	Port & Harbor Commission
From:	Doris Sexton,
Subject:	RESOLUTION# 20221114-14 RIGHT OF FIRST REFUSAL WITH GOODNIGHT TERMINAL SERVICES FOR WAREHOUSE ONE IN PORT BIENVILLE INDUSTRIAL PARK FOR 2 YEARS FOR THE SUM OF $100.00

Licensee	Goodnight Terminal Services
Term	2 Years beginning November 1st, 2022
Price:	$100.00
Property:	Warehouse One Port Bienville Industrial Park

ATTACHED:
GTS Right of First Refusal Executed Mackey

Attachment: RESOLUTION# 20221114-14 Right of Refusal Good Night Terminal Warehouse No.1, 11.14.22 (11678 : Approve Hancock County

Attachment: RESOLUTION# 20221114-14 Right of Refusal Good Night Terminal Warehouse No.1, 11.14.22 (11678 : Approve Hancock County

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

RESOLUTION# 20221114-14

RIGHT OF FIRST REFUSAL WITH GOODNIGHT TERMINAL SERVICES FOR WAREHOUSE ONE IN PORT BIENVILLE INDUSTRIAL PARK FOR 2 YEARS FOR THE SUM OF $100.00

WHEREAS, Goodnight Terminal Services entered into a Right of First Refusal Agreement with Hancock County Port & Harbor Commission ("Commission") for real property described as Warehouse One, located at 3484 Port and Harbor Drive, Bay St. Louis, MS 39520 in Port Bienville Industrial Park on November 1st, 2022;

WHEREAS, this is contingent upon numerous items contained within the contract, but namely the undersigned Parties recognize that the Property is currently occupied, and any obligations of Grantor under this Right of First Refusal are wholly contingent upon the current tenant vacating the Property during the Term hereinbelow and being made available for use by a third-party;

WHEREAS, the Right of First Refusal shall be effective from November 1st, 2022, and shall last until midnight on the two (02) year anniversary date from the effective date;

WHEREAS, the Commission grants the Right of First Refusal to Goodnight Terminal Services for payment in the sum of One Hundred and No/100 Dollars ($100.00) subject to the terms and conditions set forth in the agreement;

NOW THEREFORE, BE IT RESOLVED, the Hancock County Port & Harbor Commission hereby accepts and authorizes the Chief Executive Officer of the Hancock County Port & Harbor Commission to execute the attached Right of First Refusal Agreement for Goodnight Terminal Services.

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:
GTS Right of First Refusal Executed Mackey

RESULT:	**CARRIED [6 TO 0]**
MOVER:	Michael Casano, Commissioner
SECONDER:	Aline Ward, Commissioner
AYES:	Swanson, Ward, Casano, Jordan, Bennett, Necaise
ABSTAIN:	David Holman
EXCUSED:	Robert Martin

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
GTS Right of First Refusal Executed Mackey

Attachment: RESOLUTION# 20221114-14 Right of Refusal Good Night Terminal Warehouse No.1, 11.14.22 (11678 : Approve Hancock County

RIGHT OF FIRST REFUSAL AGREEMENT

Right of First Refusal

Date: November 1, 2022

Grantor: Hancock County, Mississippi

Hancock County Port and Harbor Commission

Address:

14054 Fred and Al Key Road

Kiln, MS 39556

Hancock County, Mississippi

Grantee: Goodnight Terminal Services, Inc.

Address:

3480 Port and Harbor Drive, Suite B

Bay Saint Louis, MS 39520

Hancock County, Mississippi

Property: See **Exhibit "A"** attached hereto and incorporated herein by reference.

Recital: Grantor desires to grant to Grantee a right of first refusal to either purchase or lease the Property (herein the "**Right of First Refusal**") in the event Grantor should hereafter: (i) receive an offer to purchase or lease the Property and (ii) desire to accept such offer. The undersigned Parties recognize that the Property is currently occupied and any obligations of Grantor under this Right of First Refusal are wholly contingent upon the current tenant vacating the Property during the Term hereinbelow and being made available for use by a third-party.

Grant of Option: For the sum of $100.00 and other good and valuable consideration, the receipt and sufficiency of which are both hereby acknowledged, Grantor hereby grants, conveys, and transfers to Grantee the Right of First Refusal subject to the terms and conditions herein below:

1. Other Defined Terms.

"**Bona Fide Offer**" shall mean any offer received by Grantor from a third party to purchase or lease the Property that Grantor reasonably believes it intends to accept and pursuant to which it will sell or lease the Property to such third party. The Bona Fide Offer should include material terms such as rent, lease term, etc. The term Bona Fide Offer shall also include any subsequent bona fide offer to purchase or lease the Property that Grantor receives, and which Grantor reasonably believes it intends to accept and pursuant to which it will sell or lease the Property.

"**Offer Notice**" shall mean the written notice notifying Grantee of Grantor's receipt of a Bona Fide Offer. Immediately upon receipt of a Bona Fide Offer, Grantor shall send the Offer Notice to Grantee at the address specified hereinabove together with a correct and complete copy

Attachment: RESOLUTION# 20221114-14 Right of Refusal Good Night Terminal Warehouse No.1, 11.14.22 (11678 : Approve Hancock

of such Bona Fide Offer. The term Offer Notice shall also refer to any written notice from Grantor to Grantee which is given together with a copy of any subsequent Bona Fide Offer.

"**Election Notice**" shall mean the written notice from Grantee to Grantor notifying Grantor of its election to either unconditionally accept or reject the Right of First Refusal with respect to the material terms of the Bona Fide Offer accompanying the Offer Notice of Grantor. Grantee's Election Notice to either purchase or lease the Property shall be consistent with the nature of the transaction described in the Offer Notice. In other words, if the Offer Notice is to lease the Property then Grantee's Election Notice shall be limited to leasing the Property.

2. Term. The Right of Refusal shall be effective from the Effective Date and shall last until 12:00 am (midnight) on the second (2nd) year anniversary date from the Effective Date.

3. Requirement of Notice. In the event Grantor shall receive a Bona Fide Offer, it shall immediately send an Offer Notice to Grantee.

4. Right and Requirement of Election Notice. Upon receipt of an Offer Notice, Grantee shall have the option to either: (a) elect to exercise the Right of First Refusal as described herein and in the Offer Notice and purchase or lease the Property on precisely the same terms and conditions as contained in the initial Bona Fide Offer or (b) decline to exercise the Right of First Refusal with respect to the Offer Notice and the Bona Fide Offer described therein and surrender the Right of First Refusal.

5. Deadline to Exercise Right of First Refusal. Upon receipt of the Offer Notice (or any subsequent Offer Notice), Grantee shall have ten (10) days from the date of Grantee's receipt thereof within which to elect to exercise or decline the Right of First Refusal. Within such ten-day period, Grantee shall deliver its Election Notice to Grantor. In the event Grantor does not timely receive such Election Notice, Grantee will be deemed to have declined to exercise the Right of First Refusal with respect to this Offer Notice.

6. Election and Grantee's Obligations. If Grantee sends the Election Notice and elects to exercise the Right of First Refusal, Grantee shall consummate the transaction described in the then-applicable Bona Fide Offer (or a subsequent Bona Fide Offer, if applicable) according to the terms and conditions contained therein. In the event Grantee's performance in furtherance of the exercise the Bona Fide Offer shall vary from the terms contained therein or in the event Grantee shall not timely perform under the Bona Fide Offer as required, Grantor shall have the right to terminate Grantee's rights thereunder (and under this Right of First Refusal) in accordance with any notice and cure periods provided in the Bona Fide Offer.

7. Terms and Time of Closing. Grantee's obligations, once it has delivered its Election Notice, with respect to consummation of the transaction described in the Bona Fide Offer shall be precisely the same as those set forth for the purchaser named in the Bona Fide Offer.

8. Termination. Grantee's rights in and to the Right of First Refusal shall terminate in the following events: (a) the expiration of the Term provided hereinabove, (b) Grantee's

Attachment: RESOLUTION# 20221114-14 Right of Refusal Good Night Terminal Warehouse No.1, 11.14.22 (11678 : Approve Hancock

failure to timely deliver its Election Notice in accordance with Section 5 hereinabove or (c) Grantee's failure to timely consummate the transactions described in any Bona Fide Offer according to the terms and conditions thereof.

9. Revival of Right of First Refusal Upon Amendment. In the event that Grantor and the purchaser named in the Bona Fide Offer materially amend or otherwise vary the terms and conditions of such Bona Fide Offer (an "**Amended Offer**"), Grantor shall provide Grantee with a new Offer Notice together with a copy of the Amended Offer and allow Grantee the same rights to review and accept or reject the Right of First Refusal and transaction described in the Offer Notice and the Amended Offer as provided in Sections 4 and 5 hereinabove.

10. Restored Right of First Refusal Upon Termination of a Bona Fide Offer. In the event that Grantor and the purchaser named in the Bona Fide Offer or any subsequent Bona Fide Offer fail to consummate the transaction described therein, Grantee's Right of First Refusal shall be restored and Grantor shall be obligated to provide an Offer Notice to Grantee upon the receipt of a new Bona Fide Offer and Grantee shall have the same rights of review and election as provided in Sections 4 and 5 hereinabove.

11. Assignment; Successors and Assigns; Beneficiaries. This Right of First Refusal may not be assigned by Grantee. There are no third-party beneficiaries of this Right of First Refusal.

12. Notices. Any notice required by or permitted under this Right of First Refusal must be in writing. Any notice required by this Right of First Refusal will be deemed to be delivered on the second (2nd) business day (whether received or not) following its deposit with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Right of First Refusal. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when received provided evidence of receipt is obtained by the sender. Any address for notice may be changed by written notice delivered as provided herein

13. Entire Right of First Refusal; Counterparts. This Right of First Refusal, together with its exhibits, constitute the entire agreement of the parties concerning the subject matter hereof. The undersigned Parties recognize that the Property is currently occupied and any obligations of Grantor under this Right of First Refusal are wholly contingent upon the current tenant vacating the Property during the Term and being made available for use by a third-party. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property not incorporated in writing in this Right of First Refusal. If this Right of First Refusal is executed in multiple counterparts, all counterparts taken together will constitute a single agreement.

14. Amendment. This Right of First Refusal may be amended only by a written document signed by Grantee and Grantor.

Attachment: RESOLUTION# 20221114-14 Right of Refusal Good Night Terminal Warehouse No.1, 11.14.22 (11678 : Approve Hancock

15. Choice of Law; Venue. This Right of First Refusal will be construed under the laws of the State of Mississippi, without regard to choice-of-law rules of any jurisdiction. Except as otherwise provided by applicable law, any legal proceeding commenced to enforce, construe, or interpret this Right of First Refusal shall be brought in a court of competent jurisdiction in the county in which the Property is located.

16. Severability. If any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Right of First Refusal and shall in no way affect any other covenant or conditions herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

17. Ambiguities Not to Be Construed Against Drafting Party. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Right of First Refusal.

18. No Special Relationship. The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

19. Confidentiality. The parties will keep confidential this Right of First Refusal, this transaction, and all information learned during this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Grantee to investigate the Property or either party to close this transaction. Any public announcement of the consummation of the transaction described herein shall only be made upon the mutual Right of First Refusal of the parties. Grantee may, however, record a memorandum of this Right of First Refusal in the real property records of the county in which the Property is located.

20. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Right of First Refusal or any provision hereof.

21. Time of Essence; Business Days. Time is of the essence with respect to the performance and observation of this Right of First Refusal; however, if the final date of any period for notice or other action which is set out in any provision of this Right of First Refusal falls on a day other than a business day on which banks in the State of Mississippi are generally open for a full day for business, such ending date shall automatically be extended to the next business day.

Attachment: RESOLUTION# 20221114-14 Right of Refusal Good Night Terminal Warehouse No.1, 11.14.22 (11678 : Approve Hancock

GRANTOR:

Hancock County, Mississippi

_____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2022, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that [she/he] executed the same in [her/his] representative capacity, and that by [her/his] signature on the instrument, and as the act and deed of the person or entity upon behalf of which [she/he] acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

_____

Notary Public

Printed Name:_____

My commission expires:_____

Attachment: RESOLUTION# 20221114-14 Right of Refusal Good Night Terminal Warehouse No.1, 11.14.22 (11678 : Approve Hancock

GRANTEE:

Goodnight Terminal Services, Inc.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of November, 2022, within my jurisdiction, the within named Mary Jane Mackey who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that [she/he] executed the same in [her/his] representative capacity, and that by [her/his] signature on the instrument, and as the act and deed of the person or entity upon behalf of which [she/he] acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

Printed Name: Allison M. Hess

My commission expires: 2.25.25

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 280204 ALLISON M. HESS Commission Expires Feb. 25, 2025 HANCOCK COUNTY

Attachment: RESOLUTION# 20221114-14 Right of Refusal Good Night Terminal Warehouse No.1, 11.14.22 (11678 : Approve Hancock

Exhibit A

Description of Property

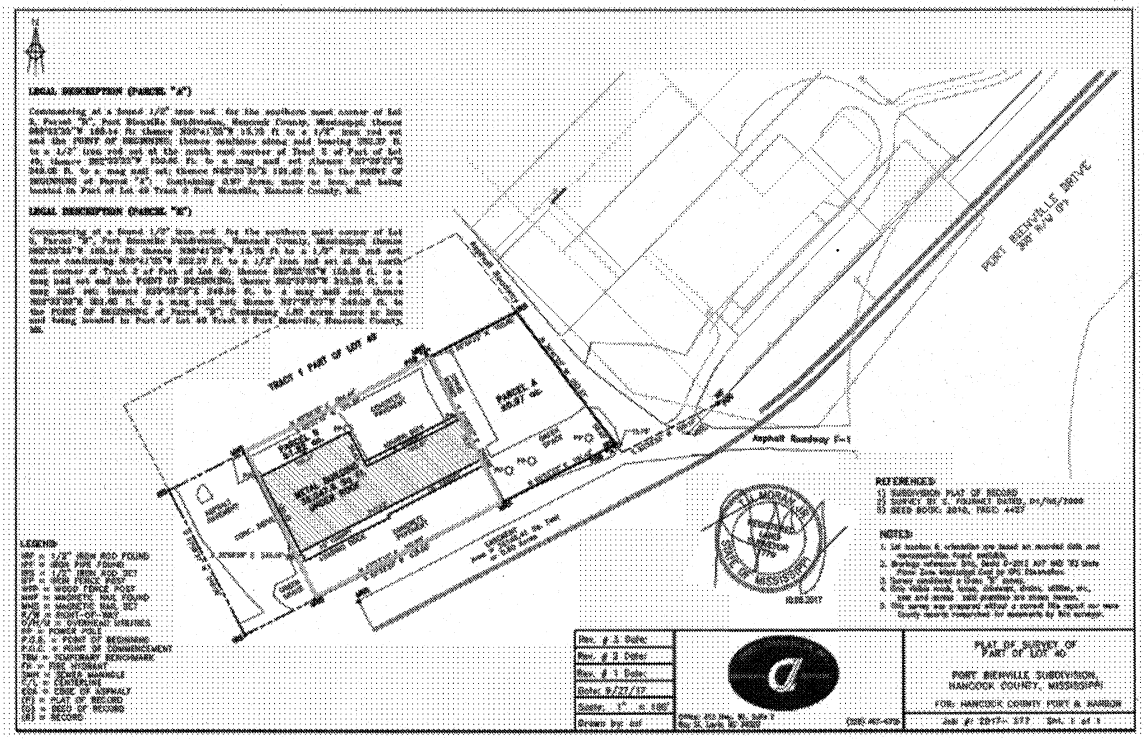
Parcel Number:

Address: 3484 Port and Harbor Drive, Bay St. Louis, MS 39520.

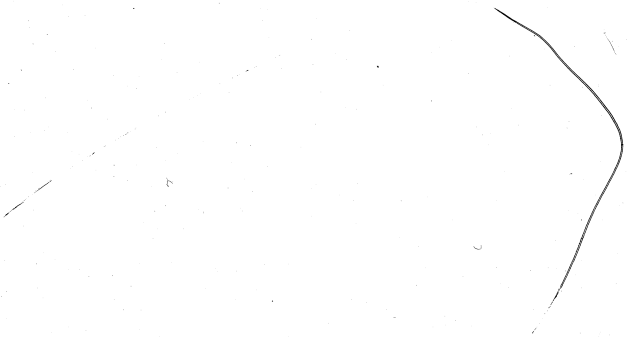
May also be known as: Warehouse One

Commonly referred to as: Warehouse One

Shown below as Parcel A:



Attachment: RESOLUTION# 20221114-14 Right of Refusal Good Night Terminal Warehouse No.1, 11.14.22 (11678 : Approve Hancock



Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	November 14, 2022
To:	Port & Harbor Commission
From:	Doris Sexton,
Subject:	RESOLUTION# 20221114-16
	TEMPORARY RIGHT OF ENTRY AGREEMENT WITH CURE LAND COMPANY FOR TIMBER HARVESTING

ATTACHED:
Bayou Caddy_20221104_133645 (1)
Bayou Caddy_20221104_133645 (1)

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20221114-16

TEMPORARY RIGHT OF ENTRY AGREEMENT WITH CURE LAND COMPANY FOR TIMBER HARVESTING

WHEREAS, the Hancock County Port & Harbor Commission (Commission) desires to enter into a Temporary Right Of Entry Agreement with Cure Land Company, L.L.C. for the purpose of Mr. Cure harvesting timber on his property adjacent to Lower Bay Road;

WHEREAS, Hancock County Port & Harbor Commission grants Temporary Right Of Entry Agreement with Cure Land Company, L.L.C., shall commence on the 15th day of November, 2022 and automatically terminate on the 13th day of February, 2023;

WHEREAS, the Commission has determined that it is in its best interest to enter into the Temporary Right Of Entry Agreement, for purposes of ingress and egress to adjacent property owned by Licensee for timber harvesting;

NOW THEREFORE, BE IT RESOLVED, the Hancock County Port & Harbor Commission hereby authorizes the Chief Executive Officer, William P. Cotter, to execute a Temporary Right Of Entry Agreement with Cure Land Company, L.L.C for the purpose of harvesting timber during the time frame of November 15th, 2022 through February 13th, 2023.

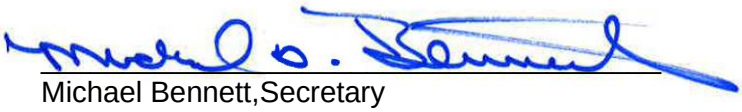
RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	David Holman, Commissioner
SECONDER:	Michael Casano, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Bennett, Necaise
EXCUSED:	Robert Martin

Derek Necaise, President

ATTACHED:
Bayou Caddy_20221104_133645 (1)
Bayou Caddy_20221104_133645 (1)

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

ATTEST:



Michael Bennett,Secretary

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

ATTACHED:
Bayou Caddy_20221104_133645 (1)
Bayou Caddy_20221104_133645 (1)

TEMPORARY RIGHT OF ENTRY AGREEMENT

This Temporary Right of Entry Agreement (this "**Agreement**") is made as of November 15th, 2022, between HANCOCK COUNTY PORT & HARBOR COMMISSION, a County Port & Harbor Commission organized under the laws of the State of Mississippi, by and through its Board of Commissioners, acting for and on behalf of HANCOCK COUNTY, MISSISSIPPI (hereinafter collectively called "**HCPHC**"), and CURE LAND COMPANY, L.L.C., a Mississippi limited liability company ("**Licensee**"). HCPHC and Licensee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

BACKGROUND

HCPHC owns certain real property located in Hancock County, Mississippi, and Licensee desires to utilize an existing woods road located thereon being access from Lower Bay Road, which is depicted by a yellow line on the attached aerial photograph in **Exhibit "A"** attached hereto and by reference made a part hereof (the "**Property**"), for purposes of ingress and egress to adjacent property owned by Licensee for timber harvesting (the "**Activity**"). HCPHC is willing to grant Licensee a non-exclusive license to use the Property for the Activity, subject to the terms and conditions set forth in this Agreement.

Accordingly, the Parties agree as follows:

TERMS AND CONDITIONS

1. Right of Entry

On the terms and subject to the conditions set forth herein, HCPHC hereby grants to Licensee and Licensee hereby accepts from HCPHC a non-exclusive license to access the Property for the purpose of conducting the Activity. Licensee agrees to utilize the Property in such a manner as will not interfere with HCPHC's activities and facilities. Licensee accepts the Property in its present condition and agrees that the Property may not be suitable for the uses intended by Licensee and further that the Property may not be in a safe or proper condition for such uses described hereinabove. Licensee, its agents, subcontractors, licensees, and invitees, are strictly prohibited from crossing the railroad right-of-way under any circumstances.

2. Gate Installation

Prior to any timber harvesting, Licensee shall, at its own expense, install permanent heavy-duty gates at both ends of the woods road to HCPHC's reasonable satisfaction. At all times not otherwise in use, Licensee shall keep or cause both gates to be kept closed and securely fastened and locked to prevent trespassers from accessing the Property.

3. Priority of Rights

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

Licensee agrees that the use of the Property as herein provided shall in no way affect the validity of HCPHC's existing property rights and shall in no way modify or restrict the use or rights of HCPHC, its successors or assigns, in and to the Property. Licensee acknowledges HCPHC's right and title to the Property and the priority of HCPHC's right to use the Property and hereby agrees not to resist or assail said rights.

4. Hazardous Substances

The Licensee shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. Sections 9601, *et seq.*), petroleum products or other pollutants, toxic substances or environmental hazards on or under the Property. In the event such substances are inadvertently drained or spilled upon the Property, the Licensee shall be responsible for all costs attributable to or arising from the removal and clean-up of said substances, to the satisfaction of HCPHC, from the Property.

5. Compliance with Laws

The Licensee shall comply with all federal, state, and local laws and ordinances. The Licensee may not permit any individual to work on behalf of the Licensee within the Property unless the individual has executed a general release in a form approved by HCPHC. The Licensee shall maintain such releases at Licensee's offices and, upon request, deliver them to HCPHC for review and inspection.

6. Insurance

The Licensee shall maintain or cause to be maintained insurance coverage and shall require that its contractors acquire and maintain insurance that is sufficient to protect against and cover any claims, whether in contract, tort or otherwise, that may be made under this Agreement, and any damages that may be awarded pursuant to such claims. Such insurance will not be less than $2,000,000 per occurrence and in the aggregate for bodily injury, $1,000,000 per occurrence for property damage, and excess liability umbrella coverage of $3,000,000, bringing total coverage to $6,000,000. Upon execution of this Agreement, the Licensee shall provide HCPHC with a certificate of insurance evidencing such coverage.

7. Indemnification

The Licensee shall indemnify, save harmless and defend, and hereby releases, HCPHC from the payment of any sum of money to any person (including third persons, subcontractors, the Licensee, HCPHC and their respective employees) on account of any claim or suit resulting from injuries to persons (including death) including payments made under any Workers' Compensation law or any plan for employees' disability or death benefits or damage to property (including property of HCPHC) in any way attributable to or arising out of the use of the Property by the Licensee as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

including any claim resulting from the contributory negligence of HCPHC. The foregoing obligation will not apply to the extent the personal injury and property damage claimed have been caused by the sole negligence or the willful or intentional misconduct of HCPHC, its agents or employees. The Licensee having accepted the Property in its present condition and having agreed that said Property may not be suitable for the uses intended by the Licensee and further that the Property may not be in a safe or proper condition for such uses described hereinabove, if the liability to HCPHC arises due to the condition of the Property or the suitability of said Property for the uses intended in this Agreement, such shall not be deemed the sole negligence of HCPHC.

8. Liens

The Licensee may not permit any mechanics' or materialmen's or other liens to be filed or placed against the Property by reason of work, services or materials supplied to or claimed to have been supplied to the Licensee and if any such lien should at any time be filed against the Property, the Licensee shall cause the same to be discharged of record by paying the amount claimed to be due, by deposit in court or by posting bond within ten (10) days of the date of such filing. If the Licensee shall fail to discharge said lien within such period, in addition to any other rights or remedies of HCPHC, HCPHC may, but shall not be obligated to, discharge same either by paying the amount claimed to be due or by posting bond. Any amount paid by HCPHC for any of the aforesaid purposes or for the satisfaction of any other lien caused by the Licensee and all reasonable expenses of HCPHC in defending any such action or procuring the discharge of such lien, including reasonable attorney's fees, shall be repaid by the Licensee to HCPHC on demand.

9. Expenses and Restoration

The use of the Property by Licensee shall be at the sole expense of Licensee, and Licensee shall reimburse HCPHC for all costs and expenses for any damage to the Property resulting from Licensee's use of the Property.

If rutting or other damage occurs as a result of Licensee's use of the Property, or Licensee's agents, subcontractors, licensees, or invitees, Licensee shall timely repair and restore such damaged areas. If Licensee does not restore the damaged areas as described above, then HCPHC may restore the same at Licensee's sole cost and expense, and Licensee shall reimburse HCPHC for HCPHC's costs associated with such restoration within thirty (30) days of receipt of an invoice from HCPHC. HCPHC reserves the right to temporarily halt access to the Property if conditions are such that Licensee is causing unreasonable damage to improvements, soils or timber located on the Property.

10. Trees, Brush or other Vegetation along Woods Road

Licensee shall have the right to cut and keep clear all tree limbs, brush, undergrowth and other vegetation, now or hereafter growing, along the existing woods road located on the Property as is reasonably necessary for the purposes of widening the road for enjoyment of the rights and privileges herein granted; provided that in the exercise of this right, Licensee

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

shall not permit: (i) any trees, tops, limbs, brush, undergrowth or other similar debris, hereinafter called "debris," to fall or be placed in any stream or (ii) any accumulations of debris which might at some later date result in blocking or lowering the quality of the water in a stream; provided further, that the right of way shall at all times be maintained in a clean and orderly condition. Licensee, at its sole cost and expense, shall clean up or otherwise dispose of all slashings and debris created by Licensee on the Property as soon as practicable, and in such manner and at such times as provided by law and in accordance with best industry practices.

11. Term; Termination

Licensee's access rights under this Agreement shall commence on the 15th day of November, 2022, and automatically terminate on the 13th day of February, 2023. Notwithstanding the foregoing, HCPHC shall have the right to terminate this Agreement at any time should Licensee or its contractors, agents or employees fail to strictly comply with all terms of this Agreement.

12. Notice

Licensee and its agents, representatives, contractors and consultants shall give no less than forty-eight (48) hours prior notice to HCPHC (given personally, and not by voicemail to Shane Lafontaine at (228) 467-9231 x 402)) before commencing the Activity contemplated herein. HCPHC, at its option, may have an authorized representative of HCPHC accompany Licensee and its agents, representatives and consultants during the Activity.

13. Assignment

The Licensee may not assign any right or obligation under this Agreement, except with the prior written consent of HCPHC.

14. Severability

To the extent legally permissible, the Parties will replace any illegal, invalid or unenforceable provision with a valid provision that will carry out the intention of the parties. If the Parties are unable to replace any provision that is not essential to the commercial purpose of this Agreement, then the remaining provisions will remain in full force and effect.

15. Governing Law

Mississippi law will govern the validity, interpretation and performance of this Agreement. The exclusive venue and jurisdiction for any litigation will be in the courts of competent jurisdiction sitting in Hancock County, Mississippi. Each party hereby consents to personal jurisdiction in such courts and waives forum non conveniens.

16. Complete Agreement

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

This Agreement (including any and all exhibits) constitutes the full and complete agreement between the Parties hereto with respect to all matters contained herein, and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to alter the terms of this Agreement.

17. Binding Effect

This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title.

18. Counterparts.

This Agreement may be executed in several counterparts, and any such counterpart shall be binding upon and inure to the benefit of the Parties hereto, their respective, heirs, administrators, successors, and assigns. All counterparts shall be construed together and shall constitute one instrument.

[*Signatures appear on the following page*]

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

IN WITNESS WHEREOF, this Agreement is executed on the date of the acknowledgment below but shall be effective for all purposes as of the Effective Date.

HANCOCK COUNTY PORT AND HARBOR COMMISSION

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

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, within my jurisdiction, the within named William P. Cotter, who, acknowledged to and before me that he is the Chief Executive Officer for the **HANCOCK COUNTY PORT AND HARBOR COMMISSION**, and that he signed and delivered the above and foregoing instrument for and on behalf of the **HANCOCK COUNTY PORT AND HARBOR COMMISSION**, after being duly authorized to do so.

SWORN TO AND SUBSCRIBED BEFORE ME, this the ___ day of _____, 2022.

_____
NOTARY PUBLIC

[SEAL]

My Commission Expires: _____

17064732.1

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

EXHIBIT "A"

17064732.1

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

IN WITNESS WHEREOF, this Agreement is executed on the date of the acknowledgment below but shall be effective for all purposes as of the Effective Date.

CURE LAND COMPANY, L.L.C.,
a Mississippi limited liability company

By: _____
Printed Name: Mike Cure
Title: President

STATE OF Mississippi

COUNTY OF Hancock

Personally, appeared before me, the undersigned authority in and for the said county and state, on this 4 of November, 2022, within my jurisdiction, the within named Michael D. Cure, Sr., who acknowledged to me that he/she is the president of Cure Land Company, L.L.C., a limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand this the 4 day of November, 2022.

_____
NOTARY PUBLIC
My Commission Expires: March 25, 2025

STATE OF MISSISSIPPI
ASHLEY DONOHOE
NOTARY PUBLIC
ID No. 89333
Commission Expires
March 25, 2025
HANCOCK COUNTY

17064732.1

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

TEMPORARY RIGHT OF ENTRY AGREEMENT

This Temporary Right of Entry Agreement (this "**Agreement**") is made as of November 15th, 2022, between HANCOCK COUNTY PORT & HARBOR COMMISSION, a County Port & Harbor Commission organized under the laws of the State of Mississippi, by and through its Board of Commissioners, acting for and on behalf of HANCOCK COUNTY, MISSISSIPPI (hereinafter collectively called "**HCPHC**"), and CURE LAND COMPANY, L.L.C., a Mississippi limited liability company ("**Licensee**"). HCPHC and Licensee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

BACKGROUND

HCPHC owns certain real property located in Hancock County, Mississippi, and Licensee desires to utilize an existing woods road located thereon being access from Lower Bay Road, which is depicted by a yellow line on the attached aerial photograph in **Exhibit "A"** attached hereto and by reference made a part hereof (the "**Property**"), for purposes of ingress and egress to adjacent property owned by Licensee for timber harvesting (the "**Activity**"). HCPHC is willing to grant Licensee a non-exclusive license to use the Property for the Activity, subject to the terms and conditions set forth in this Agreement.

Accordingly, the Parties agree as follows:

TERMS AND CONDITIONS

1. Right of Entry

On the terms and subject to the conditions set forth herein, HCPHC hereby grants to Licensee and Licensee hereby accepts from HCPHC a non-exclusive license to access the Property for the purpose of conducting the Activity. Licensee agrees to utilize the Property in such a manner as will not interfere with HCPHC's activities and facilities. Licensee accepts the Property in its present condition and agrees that the Property may not be suitable for the uses intended by Licensee and further that the Property may not be in a safe or proper condition for such uses described hereinabove. Licensee, its agents, subcontractors, licensees, and invitees, are strictly prohibited from crossing the railroad right-of-way under any circumstances.

2. Gate Installation

Prior to any timber harvesting, Licensee shall, at its own expense, install permanent heavy-duty gates at both ends of the woods road to HCPHC's reasonable satisfaction. At all times not otherwise in use, Licensee shall keep or cause both gates to be kept closed and securely fastened and locked to prevent trespassers from accessing the Property.

3. Priority of Rights

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

Licensee agrees that the use of the Property as herein provided shall in no way affect the validity of HCPHC's existing property rights and shall in no way modify or restrict the use or rights of HCPHC, its successors or assigns, in and to the Property. Licensee acknowledges HCPHC's right and title to the Property and the priority of HCPHC's right to use the Property and hereby agrees not to resist or assail said rights.

4. Hazardous Substances

The Licensee shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. Sections 9601, *et seq.*), petroleum products or other pollutants, toxic substances or environmental hazards on or under the Property. In the event such substances are inadvertently drained or spilled upon the Property, the Licensee shall be responsible for all costs attributable to or arising from the removal and clean-up of said substances, to the satisfaction of HCPHC, from the Property.

5. Compliance with Laws

The Licensee shall comply with all federal, state, and local laws and ordinances. The Licensee may not permit any individual to work on behalf of the Licensee within the Property unless the individual has executed a general release in a form approved by HCPHC. The Licensee shall maintain such releases at Licensee's offices and, upon request, deliver them to HCPHC for review and inspection.

6. Insurance

The Licensee shall maintain or cause to be maintained insurance coverage and shall require that its contractors acquire and maintain insurance that is sufficient to protect against and cover any claims, whether in contract, tort or otherwise, that may be made under this Agreement, and any damages that may be awarded pursuant to such claims. Such insurance will not be less than $2,000,000 per occurrence and in the aggregate for bodily injury, $1,000,000 per occurrence for property damage, and excess liability umbrella coverage of $3,000,000, bringing total coverage to $6,000,000. Upon execution of this Agreement, the Licensee shall provide HCPHC with a certificate of insurance evidencing such coverage.

7. Indemnification

The Licensee shall indemnify, save harmless and defend, and hereby releases, HCPHC from the payment of any sum of money to any person (including third persons, subcontractors, the Licensee, HCPHC and their respective employees) on account of any claim or suit resulting from injuries to persons (including death) including payments made under any Workers' Compensation law or any plan for employees' disability or death benefits or damage to property (including property of HCPHC) in any way attributable to or arising out of the use of the Property by the Licensee as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

including any claim resulting from the contributory negligence of HCPHC. The foregoing obligation will not apply to the extent the personal injury and property damage claimed have been caused by the sole negligence or the willful or intentional misconduct of HCPHC, its agents or employees. The Licensee having accepted the Property in its present condition and having agreed that said Property may not be suitable for the uses intended by the Licensee and further that the Property may not be in a safe or proper condition for such uses described hereinabove, if the liability to HCPHC arises due to the condition of the Property or the suitability of said Property for the uses intended in this Agreement, such shall not be deemed the sole negligence of HCPHC.

8. Liens

The Licensee may not permit any mechanics' or materialmen's or other liens to be filed or placed against the Property by reason of work, services or materials supplied to or claimed to have been supplied to the Licensee and if any such lien should at any time be filed against the Property, the Licensee shall cause the same to be discharged of record by paying the amount claimed to be due, by deposit in court or by posting bond within ten (10) days of the date of such filing. If the Licensee shall fail to discharge said lien within such period, in addition to any other rights or remedies of HCPHC, HCPHC may, but shall not be obligated to, discharge same either by paying the amount claimed to be due or by posting bond. Any amount paid by HCPHC for any of the aforesaid purposes or for the satisfaction of any other lien caused by the Licensee and all reasonable expenses of HCPHC in defending any such action or procuring the discharge of such lien, including reasonable attorney's fees, shall be repaid by the Licensee to HCPHC on demand.

9. Expenses and Restoration

The use of the Property by Licensee shall be at the sole expense of Licensee, and Licensee shall reimburse HCPHC for all costs and expenses for any damage to the Property resulting from Licensee's use of the Property.

If rutting or other damage occurs as a result of Licensee's use of the Property, or Licensee's agents, subcontractors, licensees, or invitees, Licensee shall timely repair and restore such damaged areas. If Licensee does not restore the damaged areas as described above, then HCPHC may restore the same at Licensee's sole cost and expense, and Licensee shall reimburse HCPHC for HCPHC's costs associated with such restoration within thirty (30) days of receipt of an invoice from HCPHC. HCPHC reserves the right to temporarily halt access to the Property if conditions are such that Licensee is causing unreasonable damage to improvements, soils or timber located on the Property.

10. Trees, Brush or other Vegetation along Woods Road

Licensee shall have the right to cut and keep clear all tree limbs, brush, undergrowth and other vegetation, now or hereafter growing, along the existing woods road located on the Property as is reasonably necessary for the purposes of widening the road for enjoyment of the rights and privileges herein granted; provided that in the exercise of this right, Licensee

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

shall not permit: (i) any trees, tops, limbs, brush, undergrowth or other similar debris, hereinafter called "debris," to fall or be placed in any stream or (ii) any accumulations of debris which might at some later date result in blocking or lowering the quality of the water in a stream; provided further, that the right of way shall at all times be maintained in a clean and orderly condition. Licensee, at its sole cost and expense, shall clean up or otherwise dispose of all slashings and debris created by Licensee on the Property as soon as practicable, and in such manner and at such times as provided by law and in accordance with best industry practices.

11. Term; Termination

Licensee's access rights under this Agreement shall commence on the 15th day of November, 2022, and automatically terminate on the 13th day of February, 2023. Notwithstanding the foregoing, HCPHC shall have the right to terminate this Agreement at any time should Licensee or its contractors, agents or employees fail to strictly comply with all terms of this Agreement.

12. Notice

Licensee and its agents, representatives, contractors and consultants shall give no less than forty-eight (48) hours prior notice to HCPHC (given personally, and not by voicemail to Shane Lafontaine at (228) 467-9231 x 402)) before commencing the Activity contemplated herein. HCPHC, at its option, may have an authorized representative of HCPHC accompany Licensee and its agents, representatives and consultants during the Activity.

13. Assignment

The Licensee may not assign any right or obligation under this Agreement, except with the prior written consent of HCPHC.

14. Severability

To the extent legally permissible, the Parties will replace any illegal, invalid or unenforceable provision with a valid provision that will carry out the intention of the parties. If the Parties are unable to replace any provision that is not essential to the commercial purpose of this Agreement, then the remaining provisions will remain in full force and effect.

15. Governing Law

Mississippi law will govern the validity, interpretation and performance of this Agreement. The exclusive venue and jurisdiction for any litigation will be in the courts of competent jurisdiction sitting in Hancock County, Mississippi. Each party hereby consents to personal jurisdiction in such courts and waives forum non conveniens.

16. Complete Agreement

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

This Agreement (including any and all exhibits) constitutes the full and complete agreement between the Parties hereto with respect to all matters contained herein, and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to alter the terms of this Agreement.

17. Binding Effect

This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title.

18. Counterparts.

This Agreement may be executed in several counterparts, and any such counterpart shall be binding upon and inure to the benefit of the Parties hereto, their respective, heirs, administrators, successors, and assigns. All counterparts shall be construed together and shall constitute one instrument.

[*Signatures appear on the following page*]

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

IN WITNESS WHEREOF, this Agreement is executed on the date of the acknowledgment below but shall be effective for all purposes as of the Effective Date.

HANCOCK COUNTY PORT AND HARBOR COMMISSION

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

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, within my jurisdiction, the within named William P. Cotter, who, acknowledged to and before me that he is the Chief Executive Officer for the **HANCOCK COUNTY PORT AND HARBOR COMMISSION**, and that he signed and delivered the above and foregoing instrument for and on behalf of the **HANCOCK COUNTY PORT AND HARBOR COMMISSION**, after being duly authorized to do so.

SWORN TO AND SUBSCRIBED BEFORE ME, this the ___ day of _____, 2022.

_____
NOTARY PUBLIC

[SEAL]

My Commission Expires: _____

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

EXHIBIT "A"

17064732.1

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

IN WITNESS WHEREOF, this Agreement is executed on the date of the acknowledgment below but shall be effective for all purposes as of the Effective Date.

CURE LAND COMPANY, L.L.C.,
a Mississippi limited liability company

By: _____
Printed Name: Michael Cure
Title: President

STATE OF Mississippi

COUNTY OF Hancock

Personally, appeared before me, the undersigned authority in and for the said county and state, on this 4 of November, 2022, within my jurisdiction, the within named Michael D. Cure, Sr., who acknowledged to me that he/she is the President of Cure Land Company, L.L.C., a limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand this the 4 day of November, 2022.

_____
NOTARY PUBLIC
My Commission Expires: March 25, 2025

STATE OF MISSISSIPPI
ASHLEY DONOHOE
NOTARY PUBLIC
ID No. 89333
Commission Expires
March 25, 2025
HANCOCK COUNTY

17064732.1

Attachment: RESOLUTION# 20221114-16 Temporary Right of Entry Agreement Cure Land for Timber Harvesting, 11.14.22 (11681 :

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	November 14, 2022
To:	Port & Harbor Commission
From:	Maureen Anderson, Project Manager
Subject:	RESOLUTION# 20221114-19
	RECOMMEND Neel-Schaffer FOR KCDBG PROJECT ENGINEERING ON THE TAXILANE SIERRA OVERLAY PROJECT AP2212 AND ALSO THE PACKAGING HANGAR PROJECT AP2208.

Attachment: RESOLUTION# 20221114-19 Recommend Neel Schaffer for KCDBG Project Engineering Taxilane Sierra Overlay Project AP2212

HANCOCK
MISSISSIPPI
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HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20221114-19

RESOLUTION# 20221114-19 : RECOMMEND NEEL SCHAFFER FOR KCDBG PROJECT ENGINEERING

WHEREAS, Hancock County (County) and Hancock County Port and Harbor Commission (Commission) applied for and received, with the County as owner, two grant applications for Katrina Community Development Block Grant Projects (KCDBG), namely the Taxilane Sierra Overlay and Packaging Hangar projects, in the respective amounts of $2,029,559.95 and $2,659,265.25;

WHEREAS, by **Resolution 20221010-07** the Hancock County Board of Supervisors approved a Memorandum of Understanding (MOU) with the Commission to follow all State and Federal requirements for the procurement for construction and engineering services for both Project AP2212 Taxilane Sierra Overlay and AP2208 Packaging Hangar;

WHEREAS, the Hancock County Port and Harbor staff have received proposals and scored and selected them according to relative categories provided in the request and hereby recommend selection of Neel Schaffer to perform the professional engineering services under the two KCDBG grants;

NOW THEREFORE, the Hancock County Port and Harbor Commission authorizes this recommendation of Neel Schaffer and requests that the Hancock County Board of Supervisors approve and ratify on their minutes said firm and their forthcoming contract.

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County

Board of Supervisors for their approval and/or appropriate action.

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

Derek Necaise

Attachment: RESOLUTION# 20221114-19 Recommend Neel Schaffer for KCDBG Project Engineering Taxilane Sierra Overlay Project AP2212

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

Attachment: RESOLUTION# 20221114-19 Recommend Neel Schaffer for KCDBG Project Engineering Taxilane Sierra Overlay Project AP2212

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	November 14, 2022
To:	Port & Harbor Commission
From:	Doris Sexton,
Subject:	RESOLUTION# 20221114-21 AUTHORIZING EXECUTION OF COUNTY TUITION ASSISTANCE PROGRAM (CTAP) MOU WITH PRCC & SMPDD FOR FY2023($60,000.00)

ATTACHED:
MOU TAP PRCC SMPDD FY23

Attachment: RESOLUTION# 20221114-21 Authorizing Execution of County Tuition Assistance Program(CTAP) MOU with PRCC & SMPDD for

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

RESOLUTION# 20221114-21

AUTHORIZING EXECUTION OF COUNTY TUITION ASSISTANCE PROGRAM (CTAP) MOU WITH PRCC & SMPDD FOR FY2023($60,000.00)

WHEREAS, by **RESOLUTION 20210712-06** the Commission entered into a Memorandum of Understanding (MOU) with Southern Mississippi Planning & Development District, Inc. (SMPDD) and PRCC, and Hancock County Board of Supervisors (Supervisors). That MOU was for FY 2021 and 2022. Those funds have been expended and the MOU expired;

WHEREAS, this MOU allocation of $60,000 for FY2023 will transfer from the Commission to SMPDD through the Supervisors and then distributed by SMPDD to PRCC to be used for a specified economic development program, i.e., tuition assistance to eligible participants who reside in Hancock County, in accordance with authorizing statutes, including but not limited to, Mississippi Code 17-19-1. See also Mississippi Attorney General's opinion 2011-00078. Supervisors can provide funds to the SMPDD through Miss. Code Section 19-9-111.

WHEREAS, execution of the MOU is in the best interest of the Commission and Hancock County;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby authorizes the Chief Executive Officer to execute a Memorandum of Understanding with SMPDD & PRCC for the County Tuition Assistance Program (CTAP).

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

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Aline Ward, Commissioner
SECONDER:	Bob Swanson, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Bennett, Necaise
EXCUSED:	Robert Martin

Derek Necaise

ATTACHED:
MOU TAP PRCC SMPDD FY23

Attachment: RESOLUTION# 20221114-21 Authorizing Execution of County Tuition Assistance Program(CTAP) MOU with PRCC & SMPDD for

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
MOU TAP PRCC SMPDD FY23

Attachment: RESOLUTION# 20221114-21 Authorizing Execution of County Tuition Assistance Program(CTAP) MOU with PRCC & SMPDD for

Attachment: RESOLUTION# 20221114-21 Authorizing Execution of County Tuition Assistance Program(CTAP) MOU with PRCC & SMPDD for

MEMORANDUM OF UNDERSTANDING

This document constitutes a MEMORANDUM OF UNDERSTANDING (MOU) made and entered into, among Pearl River Community College, herein referred to as PRCC, the Hancock County Port and Harbor Commission, herein referred to as HCPHC, the Hancock County, Mississippi Board of Supervisors ("Supervisors") and Southern Mississippi Planning and Development District, Inc., herein referred to as SMPDD.

The MOU promotes higher education opportunities at PRCC for eligible participants who reside in the Hancock County. The FY2023 allocation shall not exceed a total of $60,000 which will be sent from the HCPHC to SMPDD through the Supervisors and then to PRCC to be used for a specified economic development program, i.e., tuition assistance to eligible participants who reside in Hancock County, in accordance with authorizing statutes, including but not limited to, Mississippi Code 17-19-1. See also Mississippi Attorney General's opinion 2011-00078.
Supervisors can provide funds to the SMPDD through Miss. Code Section 19-9-111.

The PRCC County Tuition Assistance Program (CTAP) will provide tuition for four consecutive semesters of higher education at PRCC. Through the CTAP program, applicants may pursue any degree or certificate offered at PRCC. There will be no income requirement on the grant being offered. Non-tuition related expenses such as supplies, books, fees and room and board are not included in the tuition assistance program. SMPDD shall serve as a fiscal agent for the CTAP program, with no other programmatic or administrative duties.

1. Outstanding Tuition Balance Assistance Program- $60,000.00 for the FY 2023 upon Commission and Board of Supervisors approval.

High School Equivalency (HSE) certificate recipients that are residents of Hancock County are also eligible. These students must matriculate into the credit bearing classes during the semester immediately following the completion of the HSE certificate or the very next semester when the desired program is scheduled to begin. Proof of residency may be required. Participation in this program is contingent upon the availability of program funding. Award amounts are subject to change. The CTAP amount is a possible maximum of the current cost of tuition.

All students must complete the CTAP application prior to receiving any tuition assistance. All CTAP awards will be based on other aid received and are subject to CTAP program guidelines.

Southern Mississippi Planning And Development District along with Pearl River Community College, will forward reporting metrics to the Hancock County Port and Harbor Commission each semester after the distribution of funds to students. Those metrics will include:

- Student home zip code
- Student Age
- Student Major
- Amount of CTAP Funds Awarded to Individual Student
- Total Number of Funds Awarded to Individual City or County Area (i.e. Bay. St. Louis, Diamondhead, Waveland, Unincorporated Hancock County)
- Remaining CTAP Fund Balance
- Year Over Year Comparison of Funds Awarded (example – Fall 2022 CTAP Distribution Amount vs. Fall 2021 CTAP Distribution Amount)

This Memorandum of Understanding shall be effective upon the signatures of all parties.

_____ _____
Adam Breerwood, President Date
Pearl River Community College

_____ _____
Leonard Bentz, Executive Director Date
Southern Mississippi Planning & Development District

_____ _____
William P. Cotter Date
Hancock County Port & Harbor Commission

_____ _____
Scotty Adam, President Date
Hancock County Board of Supervisors

Attachment: RESOLUTION# 20221114-21 Authorizing Execution of County Tuition Assistance Program(CTAP) MOU with PRCC & SMPDD for

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	November 14, 2022
To:	Port & Harbor Commission
From:	Doris Sexton,
Subject:	RESOLUTION# 20221114-23 MOTION TO AUTHORIZE THE EXECUTION OF MISSISSIPPI DEVELOPMENT AUTHORITY GULF COAST RESTORATION FUND PROGRAM GRANT AGREEMENT FOR AP2205 FOR JALBTCX AT STENNIS AIRPORT PHASE I PROJECT IN THE AMOUNT OF $2,000,000

Attachment: RESOLUTION# 20221114-23 Motion to Authorize the Execution of Mississippi Development Authority Gulf Coast Restoration Fund

Attachment: RESOLUTION# 20221114-23 Motion to Authorize the Execution of Mississippi Development Authority Gulf Coast Restoration Fund

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

RESOLUTION# 20221114-23

MOTION TO AUTHORIZE THE EXECUTION OF MISSISSIPPI DEVELOPMENT AUTHORITY GULF COAST RESTORATION FUND PROGRAM GRANT AGREEMENT FOR AP2205 FOR JALBTCX AT STENNIS AIRPORT PHASE I PROJECT IN THE AMOUNT OF $2,000,000

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast Region as defined in the federal RESTORE Act, or twenty five (25) miles of the northern boundaries of the three coastal counties of Hancock, Harrison, Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for profit entities, nonprofit entities and local economic development entities; and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Hancock County Port & Harbor Commission with a grant under the Gulf Coast Restoration Fund in the amount of $2,000,000 for project AP2205 the for JALBTCX at Stennis Airport Phase I;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission authorizes its Chief Executive Officer to execute the Grant Agreement with the Mississippi Development Authority Gulf Coast Restoration Fund Program in the amount of $2,000,000 for project AP2205 the for JALBTCX at Stennis Airport Phase I.

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

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	David Holman, Commissioner
SECONDER:	Michael Bennett, Secretary
AYES:	Swanson, Ward, Casano, Holman, Jordan, Bennett, Necaise
EXCUSED:	Robert Martin

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

Attachment: RESOLUTION# 20221114-23 Motion to Authorize the Execution of Mississippi Development Authority Gulf Coast Restoration Fund

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	November 14, 2022
To:	Port & Harbor Commission
From:	Maureen Anderson, Project Manager
Subject:	RESOLUTION# 20221114-18
	AUTHORIZE PURCHASE OF MITIGATION CREDITS FROM WETLAND'S SOLUTIONS FOR AP2004 TECH PARK SITE PREP PROJECT FOR $239,582.07.

ATTACHED:
Letter of Recommendation-Wetlands Solutions

Attachment: RESOLUTION# 20221114-18 Authorize Purchase Mitigation Credits Wetlands Solutions AP2004 Tech Park Site Prep Project,

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

RESOLUTION# 20221114-18

AUTHORIZE PURCHASE OF MITIGATION CREDITS FROM WETLAND'S SOLUTIONS FOR AP2004 TECH PARK SITE PREP PROJECT FOR $239,582.07.

WHEREAS, by Resolution 20220822-02 the Hancock County Port & Harbor Commission ("Commission") adopted its FYE 2023 Budget and associated 2022 WIP- 2025 Capital Improvement Plan;

WHEREAS, the FYE 2023 Budget and associated 2022 WIP- 2025 Capital Improvement Plan includes Project **AP2004 Tech Park Site Prep Development** in the amount of $226,517.00;

WHEREAS, pursuant to authority delegated in Resolution 20210712-08, the Hancock County Port & Harbor Commission ("Commission") executed a master services agreement (the "Agreement") with Compton Engineering, Inc for professional services associated with Docks and Waterways projects at Port Bienville Industrial Park;

WHEREAS, by Resolution 20221010-04 the Commission spread on its minutes the executed Task Order #6 for Compton Engineering for an amount not to exceed $2,400.00 for **AP2004 Tech Park Site Prep Development**;

WHEREAS, on November 3, 2022 at 10:00a.m., the Hancock County Port and Harbor staff received only one (1) proposal for the procured credit purchase, from Wetland's Solutions in the amount of $239,582.07;

WHEREAS, on November 3, 2022, Compton Engineering reviewed and recommended Wetlands Solutions, LLC as the most responsive and qualified proposer;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby authorize the purchase of all 41.79 credits from Wetlands Solutions LLC in the amount of $239,582.07 for **AP2004 Tech Park Site Prep Development.**

ATTACHED:
Letter of Recommendation-Wetlands Solutions

Attachment: RESOLUTION# 20221114-18 Authorize Purchase Mitigation Credits Wetlands Solutions AP2004 Tech Park Site Prep Project,

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

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Letter of Recommendation-Wetlands Solutions

Attachment: RESOLUTION# 20221114-18 Authorize Purchase Mitigation Credits Wetlands Solutions AP2004 Tech Park Site Prep Project,

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

November 3, 2022

Hancock County Port and Harbor Commission
14054 Fred and Al Key Road
Kiln, MS 39556
Attn: Mr. Maureen Anderson, Project Manager

Re: Hancock Technology Center Wetlands Mitigation Credit Purchase
CE Project Number (221-039.006)

Dear Maureen Anderson:

Attached please find a copy of the estimated costs associated with the proposals accepted on November 3, 2022 at 10:00 A.M. for the above-referenced project. Only one proposal (i.e., Wetland Solutions) was submitted for the project. The tabulation, which totals $239,582.07, is based on the unit price cost of $5,733.00 credit to purchase 41.79 credits to complete mitigation in accordance with the approved permit.

After completing our evaluation of the consultant's qualifications and experience, we recommend awarding the Contract for the purchase of 41.79 credits to Wetland Solutions, of Gulfport, MS.

Should you have any questions or need additional information, please contact us.

Sincerely,

COMPTON ENGINEERING, INC.

Robert A. Escher

Bob Escher, P.E.

M:\2021\221-039 - HCPHC - Support Services Docks and Waterways\006 - Hanc Co. Tech Center Wetland Mitig. Credit Purchase\EnvirPermitting\Reports\Letter of Recommendation .doc

Attachment: RESOLUTION# 20221114-18 Authorize Purchase Mitigation Credits Wetlands Solutions AP2004 Tech Park Site Prep Project,

BID TABULATION
Provide Migitation Credits for Hancock Tech Center
HANCOCK COUNTY BOARD OF SUPERVISORS
BID OPENING 10:00 A.M. November 3, 2022

Bid Schedule	✓		
Bidder Certification	✓		
Evidence of curent quanity and type avail.	✓		
tion supporting future credit release schedule Evidence illustrating service area	✓		
	Wetland Solutions 14231 Seaway Road, Suite 7007 Gulfport, Mississippi 39507		
Base Bid	239,582.07		

Bid Schedule			
Bidder Certification			
Evidence of curent quanity and type avail.			
tion supporting future credit release schedule Evidence illustrating service area			
	No other bidders Submitted via mail/delivery or electronically		
Base Bid			
Alternate No. 3			
Alternate No. 4			

10:07 AM
11/3/2022

Attachment: RESOLUTION# 20221114-18 Authorize Purchase Mitigation Credits Wetlands Solutions

Proposal for Wetland Mitigation Hancock Tech Center,
Hancock County, Mississippi

Wetlands Solutions, LLC
Maureen Anderson
Project Manager
Hancock County Port and Harbor Commission
14054 Fred and Al Key Road
Kiln, MS 39556
(228) 467-9239 phone
(228) 467-9341 fax
manderson@hcphc.ms

WS 11.7.6

RECEIVED NOV 03 2022

Attachment: RESOLUTION# 20221114-18 Authorize Purchase Mitigation Credits Wetlands Solutions AP2004 Tech Park Site Prep Project,

Exhibit 'A', Bid Schedule

Wetland Credits for Hancock County Tech Center Development Project

Bidders shall fill-in all blank spaces for each item offered for sale within each category. If a Bidder desires to offer credits from more than one mitigation bank, then Bidder must complete a separate Bid Schedule for each mitigation bank. Note: All Banks offered must be approved as having six lower Mississippi Counties as their primary service area.

Bank Name: George County Mitigation Bank
Contact Name: Brandon Pike
Phone #: (228) 990-8870
Email: bpike@wetlandssolutions.com

Category 1 — Bid Data: Wetland Credits currently available and offered for sale:

	Number of credits offered:	Unit price per credit ($x.xx):	Bid Amount this lot (# x unit $ = $x.xx)
a.	41.79	$5,733.00	$239,582.07

2 — Wetland Credits scheduled for future release and offered for sale (list by release date):

	Scheduled Release Date:	Number of Credits Offered:	Unit price per credit ($x.xx)	Bid Amount this lot (# x unit $ = $x.xx)
a.				
b.				
c.				

Attachment: RESOLUTION# 20221114-18 Authorize Purchase Mitigation Credits Wetlands Solutions AP2004 Tech Park Site Prep Project,

Exhibit B
Bidder Certification and Non-Collusion Affidavit

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.

Wetland Credits for Hancock County Tech Center Development Project
Title of Project or Subcontract

Brandon Pike, Wetlands Solutions, LLC
Prime or Subcontractor's Name

11/1/2022
Signature/Date

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

Attachment: RESOLUTION# 20221114-18 Authorize Purchase Mitigation Credits Wetlands Solutions AP2004 Tech Park Site Prep Project,

RIBITS
Regulatory In-lieu Fee and Bank Information Tracking System

« Collapse

TRACKING
- Mitigation
- WQT
- Both

MENU

Mitgation
- Banks & Sites
- ILF Programs
- Umbrella Instruments
- NRDA Projects
- Public Notices

Knowledge
- Related Resources
- Credit Classifications
- Bank & ILF Establishment
- Mitigation Concepts

Tools
- Reporting
- Assessment Tools
- Find Credits

Training
- Help / User Guides

FILTER
- USACE District
- State
- FWS Field Office
- NOAA Fisheries Region

ALL DISTRICTS

[Terms Of Use]

[Ledger] [Bank Contact Sheet] [Cyber Repository] [Annual Inspections] [Photo Gallery]

George County Mitigation Bank

Chair:	USACE
USACE District:	Mobile
FWS Field Office:	Jackson
NOAA Fisheries Region:	Southeast
State:	Mississippi
County:	George [MS]
USACE Permit/Tracking No.:	SAM-2004-1074-MBM
Total Acres:	1,337.00
Status/Date:	Approved 11/02/2005
Establishment Date:	11/02/2005
Type:	Private Commercial
Comments:	Ratio Method, Bottomland Hardwood, Low 1:2, Medium 1:3, High 1:5 Service areais six coastal counties without multiplier, use of proximity factor, 1 acre = 1 credit

OpenLayers Map

Show Service Area Footprint

Rank Primary

Bank Credit Classifications

Wetland
- Bottomland Hardwood

Contact Information

Bank Sponsor
Wetland Solutions Holdings LLC
14231 Seaway Rd Suite 7007
Gulfport, MS 39503

Bank Sponsor POC
Brandon A Pike
14231 Seaway Rd Suite 7007
Gulfport, MS 39503
Phone: (228) 575-7747
Fax: (228) 897-1779

Regulatory Bank Manager
Michael B Moxey
Inland Team Leader/IRT Chair
109 St. Joseph Street
Mobile, AL 36602
Email: Michael.B.Moxey@usace.army.mil
Phone: (251) 694-3771
Fax: (251) 690-2660

Credit Ledger Summary

Last Transaction: Aug 15, 2022

ATTENTION
Credit reservations and pending transactions are **NOT** reflected in the Available Credits total. Potential purchasers **MUST** contact the Sponsor to verify credit availability.

Credit Classification	Available Credits	Withdrawn Credits	Released Credits	Potential Credits
Wetland				
Bottomland Hardwood	93.724	774.556	868.28	1207

NOTICE TO BIDDERS

Sealed bids will be received by the Board of Supervisors of Hancock County, Bay St. Louis, MS, until **10:00 a.m., December 5th, 2022** and shortly thereafter publicly opened for providing the following to Hancock County, for a period of six months beginning at bid acceptance until June 30, 2022 or until a new bid is accepted: **Office Supplies & Janitorial Supplies**, as well as, anything vendor feels the County may need throughout the year.

Bid specifications are available, upon request, from Brittney Johnson of the Hancock County Purchasing Department, 854 Hwy 90, Suite A, Bay St. Louis, MS 39520 or by calling 228-395-1506, or by visiting:
https://hancockcounty.ms.gov/departments/purchasing/

All envelopes must be marked on the outside of the envelope **"BID ENCLOSED"** and listing the bid item and bid opening date.

All envelopes must be date and time stamped and filed in the Hancock County Board of Supervisors Office, 854 Hwy 90, Suite A, Bay St. Louis, MS 39520 **before 10:00 a.m. on the day of the bid opening.**

The Board reserves the right to reject any and all bids.

Published by Order of the Board of Supervisors of Hancock County, Mississippi, on the 23rd day of November, 2022.

Scotty Adam, President
Board of Supervisors
Hancock County, Mississippi

By/Valerie Fitts, D.C.
Publish Dates:
November 23, 2022
November 30, 2022

Attachment: NOTICE TO BIDDERS 6 MONTHS 2022 (11695 : Advertise for Term Bids)

NOTICE TO BIDDERS

Sealed bids will be received by the Board of Supervisors of Hancock County, Bay St. Louis, MS, until **9:00 a.m., December 5, 2022** and shortly thereafter publicly opened for providing the following to Hancock County, for a period of one year beginning at bid acceptance until December 31, 2023 or until a new bid is accepted: Cold Bituminous Picked Up, Culverts & Couplings, Double Bituminous Surface Treatment, Gravel & Sand, High Polymer Micro Surfacing, Hot Bituminous In Place & Picked Up, Limestone, Liquid Asphalt, Micro-Surfacing & Seals, Portable Toilet Services, Pest Control Services, Highway Signs & Highway Posts, Unprocessed Clay, Unprocessed Clay Gravel and Unprocessed Fill Dirt, as well as, anything vendor feels the County may need throughout the year.

Bid specifications are available, upon request, from Brittney Johnson of the Hancock County Purchasing Department, 854 Hwy 90, Suite A, Bay St. Louis, MS 39520 or by calling 228-395-1506, or by visiting:
https://hancockcounty.ms.gov/departments/purchasing/

All envelopes must be marked on the outside of the envelope **"BID ENCLOSED"** and listing the bid item and bid opening date.

All envelopes must be date and time stamped and filed in the Hancock County Board of Supervisors Office, 854 Hwy 90, Suite A, Bay St. Louis, MS 39520 **before 9:00 a.m. on the day of the bid opening.**

The Board reserves the right to reject any and all bids.

Published by Order of the Board of Supervisors of Hancock County, Mississippi, on the 23rd day of November, 2022.

Scotty Adam, President
Board of Supervisors
Hancock County, Mississippi

By/Valerie Fitts, D.C.
Publish Dates:
November 23, 2022
November 30, 2022

Attachment: NOTICE TO BIDDERS 12 Months 2022 (11695 : Advertise for Term Bids)

CREDIT CARD REPORT
November 21, 2022

CARD		EXPENSES
COUNTY P-CARD		
VISA ***0055	**$810.03**	**Balance**
TAX OFFICE: EXAM	$320.00	IAAO ORG
SHERIFF	$150.46	AMAZON
IT: SUPPORT SUBSCRITION RENEWAL	$79.99	GoDaddy
SHERIFF:NP/RN RENEWAL	$206.44	BOARD OF NURSING
SHERIFF:CONTROLLED SUBSTANCE FACILITY RENEWA	$53.14	BOARD OF PHARMACY
COUNTY TRAVEL		
VISA ***4987	**$783.39**	**Balance**
EMA: Conference	$366.39	Silver Star Hotel
Tax Office: Conference	$417.00	Lryic Hotel
SHERIFF-TRAVEL		
VISA*0647**	**$0.00**	**Balance**
Sheriff Office		
SHERIFF-TRAVEL		
VISA ***1363	**$0.00**	**Balance**
SHERIFF-TRAVEL		
VISA***0654	**$0.00**	**Balance**

Attachment: 11212022 CREDIT CARD REPORT (11669 : Approve the Credit Card Report for November 21, 2022)

HC Resubmitted Awarded Bid Items
S&L Office Supplies
11.8.22

Description	UOM	S&L Office Supplies Awarded Bid Price	NEW Bid Price
File folder, legal, 1/3 cut, manila, 100EA/BX	BX	$11.85	$13.48
Envelopes, gummed, white, 500/BX	BX	$13.76	$17.41
Staples, 5000/BX	BX	$0.61	$0.76
Paper Clips, small, 100/BX	BX	$0.18	$0.22
Paper Clips, jumbo, 100/BX	BX	$0.48	$0.57
Binder Clips, small, 12EA/BX	BX	$0.26	$0.29
Binder clips, medium, 12EA/BX	BX	$0.60	$0.64
Binder clips, large, 12EA/BX	BX	$1.57	$1.71
Pad, 8.5x14, canary, 12PD/PK	PK	$14.20	$19.30
Pad, 8.5x14, white, 12PD/PK	PK	$14.20	$19.30
Pad, 8.5x11, canary, 12PD/PK	PK	$10.18	$12.64
Pad, 8.5x11, white, 12PD/PK	PK	$10.18	$12.64
Pad, 5x8, junior, canary, 12PD/PK	PK	$6.81	$8.56
Pad, 5x8, junior, white, 12PD/PK	PK	$6.81	$8.56

Description	UOM	S&L Office Supplies Awarded Bid Price	NEW Bid Price
Paper towels, hard wound, 8" x 350', natural/brown, 12RL/CT	CT	$14.02	$14.72
Paper towels, hard wound, 8" x 350', white, 12RL/CT	CT	$17.58	$18.46
Towel, multifold, white, 250EA/PK, 16PK/CT	CT	$19.95	$23.58
Cups, foam, 8 oz., 1000EA/CT	CT	$34.35	$38.05
toilet bowl brush	EA	$3.05	$3.13

Attachment: HC Submitted Increased Bid Prices 11.8.22 (11668 : Approve Term Bid price increases for S&L Janitorial and Office supplies)

Last Update: 11.8.22

STATE OF MISSISSIPPI

VENDOR INFORMATION

Vendor Number : 3100018216
Vendor :
KIRK AUTO WORLD INC
SUNSET CHRYSLER DODGE JEEP
PO BOX 1267
GRENADA MS 38902-1267

Contact Name : KIRK AUTO WORLD INC KIRK AUTO WORLD INC
Tel Number : (601) 226-5124
Fax Number :
Email : wes@kirkautomotive.com

CONTRACT INFORMATION

Contract Number	: 8200065511
Agency Contract Identifier	: 1130-23-C-SWCT-00421-V002
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 10/01/2022 - 03/31/2023
Total Value	: N/A
Distributors	: None
Delivery Days	: 0

SHIPPING ADDRESS

BUYER INFORMATION

Contact Person : ASHLEY HARRELL
Telephone : (601) 961-4119
Fax :
E-mail : ASHLEY.HARRELL@DFA.MS.GOV

Notice to Vendor :
Automobiles, Vans, Trucks, and SUV's State of MS 2022-2023 Contract for Kirk Auto World Inc.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 2	N/A	EA	$ 35,198.00	TRUCK STD CREW CAB 2 WHEEL DR 8CYL	-
		0.00 %	7048523109 / DS1L98	0.00	N/A
# 3	N/A	EA	$ 38,767.00	TRUCK, STD CREW CAB 4 WHEEL DR 8CYL	-
		0.00 %	7048523110	0.00	N/A
# 4	N/A	EA	$ 28,515.00	PICK-UP, STNDRD, RC, SHORT WB, 2WD	-
		0.00 %	7048522556 / DS1L61	0.00	N/A
# 5	N/A	EA	$ 36,334.00	PICK-UP .5 TON EX CAB 4WD 4.6 L 8 CYL	-
		0.00 %	7048523018 / 07047	0.00	N/A
# 7	N/A	EA	$ 0.00	options	-
		0.00 %		0.00	N/A

Attachment: SYN_CTR_FORM_8200065511_V4 (11672 : Approve purchase of a RAM 1500 CREW 4X4 for the Coroner's Office)

STANDARD/OPTIONAL EQUIPMENT FORM **2022-2023 State Fleet Contract**

DESCRIPTION: TRUCK STD CREW CAB 4 WHEEL DR 8CYL
VENDOR: KIRK AUTO WORLD
ITEM NO.: **070-48523110**
MAKE/MODEL RAM 1500 CREW 4X4
ENGINE: 3.6L V-6
PRICE INCLUDING TITLE FEE: **$38,767.00**

Miles Per Gallon	
City	18
Hwy	23
Combined	21

Contract No:	8200065511
Contact Person	WES HERRING/RANDY SMART
Phone:	901-606-8976
Toll Free:	601-503-4534
Fax:	

LIST FACTORY COLORS AVAILABLE AT **NO** CHARGE: FLAME RED WHITE BLACK

LIST FACTORY COLORS AT **ADDITIONAL** CHARGE: SILVER BLUE GRANITE DELMONTICO RED
PRICE $ 190

ITEM		OPTION CODE	DEALER COST	REQ. OPTION CODE
List optional engines:				
V-6				
V-8		26B	$2,756	
Air Conditioner:Factory installed w/ tinted glass		INC		
Bumper: standard front; heavy duty step type rear		INC		
Tires-GVWR; Conventional Spare		INC		
Power Brakes		INC		
Power Steering		INC		
Radio, AM/FM		INC		
Transmission: Automatic		INC		
Power windows and door locks		INC		
Tilt/Cruise Control		INC		
Keyless Entry		INC		
Axle, Standard- 2 WD; locking type 4WD; min limited slip axe				
TRAILER HITCH		XFH	$317	
trailer brake		xhc	$272	
AT TIRES		TBB	$231	
6.5' Bed Length		L91	$287	26B

In an effort to be more efficient in government spending and to save taxpayer dollars, this year's contract does not provide for any options other than the ones listed on the Standard Equipment Form. Any vehicles purchased that deviate from this list will be in violation of State Contract bid requirements. If you need any equipment other than what is listed on this form, you will need to follow normal purchasing procedures.

$42,820.00

Attachment: Dodge Ram State Contract Kirk (11672 : Approve purchase of a RAM 1500 CREW 4X4 for the

B&D Distribution, LLC

10840 Riverview Nursery Roadd
Theodore, AL 36582
Phone (601) 591-3444 Email david@bd-distribution.com

Quotation

DATE: 11/4/2022
QUOTE # 711510
Salesman David Sitton

QUOTE TO:

NAME: Leroy Lee
COMPANY: Hancock County Board of Supervisors
ADDRESS: 18382 Hwy. 43
CITY: Kiln
STATE/ ZIP: MS 39556
PHONE: 228-493-1584

DuraPatcher

FOR: Quote for 6000 gallon Emulsion Tank

ITEM	DESCRIPTION	PART NO.	QTY	LIST PRICE	DISC. 1	DISC. 2	EXT. PRICE
1	Model T6 6000 gallon DuraTank	408301	1	$ 113,935.00			$ 66,502.00
2	Extended stand legs						Included
3	12' loader hose						Included
	Includes: Delivery, Set up assistance & Training						
	One Year Warranty						
	Delivery before year end						

NOTES:

Terms: Net 30 days

SUBTOTAL	$ 66,502.00
SALES TAX	
FREIGHT	
TOTAL	$ 66,502.00

This Quotation is valid for 10 days from above date

Manager Signature: David Sitton

THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH A QUOTE.

Attachment: 6000 Gallon Emulsion Tank (11694 : Approve the purchase of a 6000 Gallon Emulsion Tank for the Road and Bridge Department)

TOTAL PATCHER
T7500 SPRAY INJECTION BY WARREN

Hancock County
Mississippi
Quote 11-01-2022

6000 Gallon
Emulsion Storage Tank

Vertical Emulsion Storage Tank

Included Equipment & Features
Level Gauge reading in feet and inches
Internal Over Flow Pipe
Safety caged ladder and top rails
Single NEMA weather tight electrical panel
On-site training and assembly
See attached spec sheet for other standard features

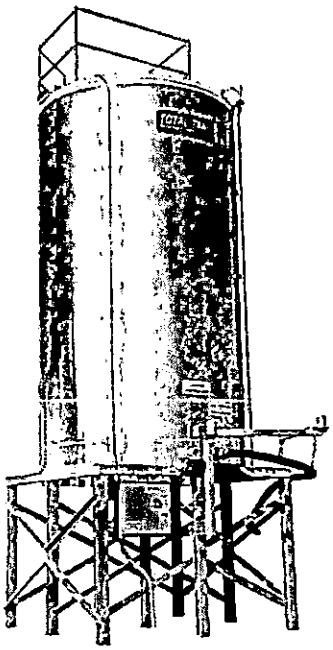
Warranty Coverage
1-year

►Tank..... $55,900.00◄
►8' base..... $4915.00◄
►Cat Walk..... $1734.00◄
►Hose Boom..... $1525.00◄
►Freight..... $2835.00◄

►Total..... $66,909.00◄

Customer responsibilities:
Concrete pad
100 amp 220v single phase service
Crane for erection.

Total Patcher: 4614 East 1000 North: Pittsboro, IN
Phone 317-892-4737 Fax 317-892-5196
www.totalpatcher.com



Attachment: 6000 Gallon Emulsion Tank (11694 : Approve the purchase of a 6000 Gallon Emulsion Tank for the Road and Bridge Department)

NOTICE OF INVITATION FOR BIDS

Sealed bids will be received by the Board of Supervisors of Hancock County, Mississippi, until 10:00 a.m. on Monday, December 5, 2022, and said bids are to be opened and read aloud in the Board of Supervisors' Meeting Room located at 854 Highway 90, Suite A, Bay St. Louis, MS 39520, regarding the following:

BIDS WILL BE RECEIVED FROM ANY AND ALL BANKS LOCATED IN HANCOCK COUNTY OR ANY OTHER QUALIFIED DEPOSITORY FOR THE PRIVILEGE OF KEEPING ANY OR ALL HANCOCK COUNTY FUNDS OR ANY FUNDS OF OTHER DEPARTMENTS, AGENCIES OR OFFICIALS ASSOCIATED WITH HANCOCK COUNTY, AS AUTHORIZED BY SECTIONS 27-105-305 AND 27-105-315, MISSISSIPPI CODE OF 1972, ANNOTATED, FOR A PERIOD OF TWO YEARS THROUGH DECEMBER, 2024.

Financial institutions desiring to be a County depository must meet the requirements of Sections 27-105-305 and 27-105-315, Mississippi Code of 1972, Annotated.

Bid specifications may be obtained from the Hancock County Board of Supervisors' Office, 854 Highway 90, Suite A, Bay St. Louis, MS 39520.

All bids must be on file with the Secretary of the Board on or prior to the hour and date first mentioned above, and must be sealed and clearly marked on the outside of the envelope: **"Bid for keeping Hancock County Funds, to be opened December 5, 2022."** Envelopes not so marked are submitted at the risk of the bank submitting said bids, and the County assumes no responsibility for premature opening of same by any County employee.

Bids sent through the U.S. Mail are done so at the risk of the bank submitting said bid and should be addressed to the Board of Supervisors, 854 Highway 90, Suite A, Bay St. Louis, MS 39520.

Bids may be delivered to Hancock County Board of Supervisors, 854 Highway 90, Suite A, Bay St. Louis, MS 39520, no later than **DECEMBER 5, 2022, AT 10:00 A.M.** The Board reserves the right to reject any and all bids, to waive any informalities and to award in the best interest of Hancock County.

Published by Order of the Board of Supervisors of Hancock County, Mississippi, this the 21th day of November, 2022.

Scotty Adam, President
Board of Supervisors
Hancock County, MS

Attachment: Bank Depositories Notice of Invitation For Bids 2023-2024 (11700 : Approve Depository Advertisement)

Infoware
Network Data Solutions

509 Cobblestone Court, Madison, MS 39110

Voice 601-853-2301
FAX 601-605-2152

November 2, 2022

Hancock County Youth Court
c/o Candace Payne-Johnson, Court Administrator
126 Court St.
Bay St. Louis, MS 39520

Dear Ms. Payne-Johnson;

Infoware, Inc. has a special offer from FTR to trade-in the 9-year-old FTR Touch for the new FTR Touch 7.6. Infoware has over 160 Courtrooms with FTR Courtroom products installed in Mississippi Courts and is considered the standard for the State of Mississippi.

Per Courtroom Price- Youth Court		**Unit**	**Extended**	**State of MS**
Quantity	**Description**	**Price**	**Prices**	**Courts Price**
One (1)	New FTR Touch V. 7.2	$5,995	$5,995	$5,995
One (1)	8-Channel/8 Mic Recording Controller	$700	$700	$700
	Less Trade-in of FTR ReporterDeck2		-$300	- $300
Unlimited	FTR PlayerPlus V. 7.2	free	free	free
One (1)	FTR Annotator (Note)	$375	$375	included
One (1)	Headset	$50	$50	included
One (1)	DVD/CD-R unit (plus 32GB thumb drive)	$45	$45	$45
On-Site Installation and Training Cost		$500	$500	included
Turnkey Cost			$6,090	
(Mississippi Courts Discount $1,095)	***Turn-key Cost***			***$6,440***
Optional – (New) Omni-directional microphones		**$375 each**	**(4 mics total $1,500)**	**$8,290**

Current Infoware Hardware and Software Maintenance
Existing Support Agreement will be transfer to new equipment. The renewal date remains the same.

Infoware Annual Maintenance ***$1,200***
Less State of Mississippi FTR Quantity Discount 25% New Special Price ***$900***
Additional Option Google Cloud Storage Service- no charge first year- thereafter annual $300

We have technical people that can assist you remotely through WiFi. Infoware will provide on-site installation and training. Freight cost is included. This price is good to December 31, 2022. If you have any questions, please feel free to call us at 601-853-2301.

Sincerely,

Ray Lenow
President

Attachment: Court recording quotes (11703 : Approve Courtroom FTR Touch Recording Machine)

ADS ANALOG DIGITAL SOLUTIONS

849 Bluffcreek Dr., Ste 100
Fuquay-Varina, North Carolina 27526

Phone: 1-855-849-8550
919-567-5316

Website: www.analogdigital.com

Capturing Voice & Video

November 16, 2022

Hancock County Youth Court
Ms. Candace Payne-Johnson, Court Administrator
126 Court St.
Bay St. Louis, MS 39520

Dear Ms. Payne-Johnson;

We have a special offer to trade-in the old FTR Touch for the new FTR Touch 7.X.

Per Courtroom Price- Youth Court		**Unit**	**Extended**
Quantity	**Description**	**Price**	**Prices**
One (1)	New FTR Touch V. 7.2	$6,295	$6,295
One (1)	8-Channel/8 Mic Recording Controller	$795	$795
	Less Trade-in of FTR ReporterDeck2	-$300	-$300
Unlimited	FTR PlayerPlus V. 7.2	free	free
One (1)	FTR Annotator (Note)	$395	$395
One (1)	Headset	$55	$55
One (1)	DVD/CD-R unit (plus 32GB thumb drive)	$55	$55
On-Site Installation and Training Cost		$900	$900
Turn-key Cost			***$8,195***

Optional Omni-directional mics $395 each. (4) equal $1,580.

Hardware and Software Support Agreement

Annual Maintenance	***$1,200***
Additional Option Cloud Backup Storage Service- annual	***$350***
Total Annual Support	***$1,500***

We will provide on-site installation and training. This price is good to December 31, 2022. Please contact us if you have any questions.

Sincerely,

James H Mills Jr

James H. Mills, Jr.
President

Attachment: Court recording quotes (11703 : Approve Courtroom FTR Touch Recording Machine)

139K-0-32-098.000

Parcel Number: 139K-0-32-098.000
Owner Name: CAMARDELLE ALLEN J
Owner Address: P O BOX 23506
Owner City, State ZIP: NEW ORLEANS, LA 70183-3506
Physical Address: 5014 CARDINAL ST
Improvement Type: RES
Year Built: 2006
Base Area: 1222
Adjusted Area: 1593
Actual Total Value: 0
Taxable Total Value: 102403
Estimated Tax: 1462.89000000
Homestead Exemption: No
Deed Book: 2013
Deed Page: 14278
Legal Description 1: 41 & 42 BLK 738 SHORELINE PA
Legal Description 2: RK UNIT # 11, ADD. # 1 Z-3-
Legal Description 3:
Legal Description 4:
Legal Description 5:
Legal Description 6:
Longitude: -89.41891656
Latitude: 30.30554719
Square Footage: 17042.86

Attachment: 5014 Cardinal St Property Info (11699 : Request Life Safety Hazard hearing for 5014 Cardinal St. Bay St. Louis MS)

GCT
Copyright © 2014 GCT, LLC

Attachment: 5014 Cardinal St Property Info (11699 : Request Life Safety Hazard hearing for 5014 Cardinal St. Bay St. Louis MS)

Attachment: 5014 Cardinal St pic2 (11699 : Request Life Safety Hazard hearing for 5014 Cardinal St. Bay St. Louis MS)

Attachment: 14191 Hickory DR. Pic and Permits (11702 : Zoning Violation regarding 14191 Hickory Dr.)

HANCOCK COUNTY
BUILDING & ZONING
854 HIGHWAY 90 SUITE A

P-228-467-4157
F-228-466-4744

BUILDING PERMIT

ISSUE DATE 3/ 5/2020
EXPIRATION DATE 9/ 5/2020
PERMIT NUMBER 0020200068

ISSUED TO: WHELAN,RANDY

PROPERTY INFORMATION:
PARCEL: 133D-0-06-123.000
14191 HICKORY DR
KILN MS 39556

FLOOD ZONES: X/AE
OCC/LOC TYPE: RESIDENTIAL
ZONING: R2
SUBDIVISION:
MH REG NO:

PROPERTY OWNER:
WHELAN,RANDY
4212 TRANSCONTINENTAL DRIVE
METAIRIE LA 70006
Phone 504-259-7263

CONTRACTOR:

License No

CLASS OF WORK: NEW X | ADDITION | ALTERATION | REPAIR | MOVE | REMOVE

WORK DESCRIPTION
BUILD 3600 SQ FT METAL BLDG W/ LIVING BUILDOUT AND LEAN TOO

LEGAL DESC
LOT 35-37 BLK 9 JOURDAN RIVER OAKS

APPROVED BY: GBOUCHIE
APPROVAL DATE: 3/ 5/2020

GBouchie 3/5/2020

SIGNATURE OF OFFICIAL DATE

Heated Area	Non-Heated
3600	720

Valuation of Work: $	144588.00
Permit Fee: $	645.00
Paid: $	645.00
Due: $	

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT (DATE)

SIGNATURE OF OWNER (IF OWNER BUILDER) (DATE)

HANCOCK COUNTY, MS BUILDING & ZONING

Attachment: 14191 Hickory DR. Pic and Permits (11702 : Zoning Violation regarding 14191 Hickory Dr.)

HANCOCK COUNTY
BUILDING & ZONING
854 HIGHWAY 90 SUITE A

P-228-467-4157
F-228-466-4744

BUILDING PERMIT

ISSUE DATE 4/12/2021
EXPIRATION DATE 10/12/2021
PERMIT NUMBER 0020200068

ISSUED TO: WHELAN,RANDY

Renewal

PROPERTY INFORMATION:
PARCEL: 133D-0-06-123.000
14191 HICKORY DR
KILN MS 39556

FLOOD ZONES: X/AE
OCC/LOC TYPE: RESIDENTIAL
ZONING: R2
SUBDIVISION:
MH REG NO:

PROPERTY OWNER:
WHELAN,RANDY
4212 TRANSCONTINENTAL DRIVE
METAIRIE LA 70006
Phone 504-259-7263

CONTRACTOR:

License No

HANCOCK COUNTY MS BUILDING & ZONING

CLASS OF WORK: NEW X | ADDITION | ALTERATION | REPAIR | MOVE | REMOVE

WORK DESCRIPTION
BUILD 3600 SQ FT METAL BLDG W/ LIVING BUILDOUT AND LEAN TOO

LEGAL DESC
LOT 35-37 BLK 9 JOURDAN RIVER OAKS

APPROVED BY: ACUEVAS
APPROVAL DATE: 4/12/2021

Heated Area	Non-Heated
3600	720

Valuation of Work: $
Permit Fee: $ 26.00
Paid: $ 26.00
Due: $

TONeal 4-12-21
SIGNATURE OF OFFICIAL DATE

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

X 4-12-21
SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT (DATE)

SIGNATURE OF OWNER (IF OWNER BUILDER) (DATE)

Attachment: 14191 Hickory DR. Pic and Permits (11702 : Zoning Violation regarding 14191 Hickory Dr.)

HANCOCK COUNTY
BUILDING & ZONING
854 HIGHWAY 90 SUITE A

P-228-467-4157
F-228-466-4744

BUILDING PERMIT

ISSUE DATE 2/ 3/2022
EXPIRATION DATE 8/ 3/2022
PERMIT NUMBER 0020200068

ISSUED TO: WHELAN,RANDY

RENEWALS

PROPERTY INFORMATION:
PARCEL: 133D-0-06-123.000
14191 HICKORY DR
KILN MS 39556

FLOOD ZONES: X/AE
OCC/LOC TYPE: RESIDENTIAL
ZONING: R2
SUBDIVISION:
MH REG NO:

PROPERTY OWNER:
WHELAN,RANDY
4212 TRANSCONTINENTAL DRIVE
METAIRIE LA 70006
Phone 504-259-7263

CONTRACTOR:

License No

CLASS OF WORK: NEW X ADDITION ALTERATION REPAIR MOVE REMOVE

WORK DESCRIPTION
BUILD 3600 SQ FT METAL BLDG W/ LIVING BUILDOUT AND LEAN TOO

LEGAL DESC
LOT 35-37 BLK 9 JOURDAN RIVER OAKS

APPROVED BY: GBOUCHIE
APPROVAL DATE: 2/ 3/2022

Heated Area	Non-Heated	
3600	720	

Valuation of Work: $
Permit Fee: $ 26.00
Paid: $ 26.00
Due: $

GBouchie 2/3/2022
SIGNATURE OF OFFICIAL DATE

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT (DATE)

SIGNATURE OF OWNER (IF OWNER BUILDER) (DATE)

HANCOCK COUNTY BUILDING & ZONING

Attachment: 14191 Hickory DR. Pic and Permits (11702 : Zoning Violation regarding 14191 Hickory Dr.)

EXHIBIT A

Inventory Control Agenda
HANCOCK COUNTY BOARD OF SUPERVISORS MEETING
NOVEMBER 21, 2022

*The assets will be disposed in trash

DEPARTMENT: SHERIFF'S OFFICE			
COUNTY DECAL	**ASSET NUMBER**	**DESCRIPTION**	**SERIAL NO.**
20210324	20210324	SAMSUNG PHONE	352945782804934

*The assets will be disposed in trash

DEPARTMENT: IT			
COUNTY DECAL	**ASSET NUMBER**	**DESCRIPTION**	**SERIAL NO.**
20210231	20210231	HP WORKSTATION	2UA51322WJ

Attachment: 11212022 Inventory Disposals (11670 : Approve Inventory Removal & Disposals)

Necaise & company, PLLC
Certified Public Accounting Firm

November 21, 2022

Hancock County Board of Supervisors
Mr. Timothy Kellar, Chancery Clerk
Mr. Jimmie Ladner, County Administrator

Hancock County, Mississippi
854 Highway 90, Ste. A
Bay St. Louis, MS 39520

We are pleased to confirm our understanding of the services we are to provide for Hancock County for the years ended September 30, 2022, and September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Hancock County as of and for the years ended September 30, 2022 and 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Hancock County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Hancock County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

2) Budgetary Comparison Schedule

We have also been engaged to report on supplementary information other than RSI that accompanies Hancock County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements.

1) Schedule of expenditures of federal awards.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Schedule of Surety Bonds

12199 Highway 49, Ste. 400, Gulfport MS 39503
(228) 236-3622

Ty J. Necaise, MBA, CPA
ty@necaiseco.com

3590 Rocky Hill Dedeaux Road, Kiln MS 39556
(228) 255-6451

Attachment: Engagement Letter Hancock County Unsigned (11664 : Approve Fiscal Year 2022 and 2023 Audit Engagement and Contracts)

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

Attachment: Engagement Letter Hancock County Unsigned (11664 : Approve Fiscal Year 2022 and 2023 Audit Engagement and Contracts)

- Misstatements due to a new software implementation.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Hancock County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Hancock County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Hancock County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Hancock County in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will

Attachment: Engagement Letter Hancock County Unsigned (11664 : Approve Fiscal Year 2022 and 2023 Audit Engagement and Contracts)

perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and

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prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on April 30, 2023.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Office of the State Auditor; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Necaise & Company PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Necaise & Company PLLC personnel. Furthermore, upon

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request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the [Name of Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity]. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ty Necaise is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately May 15, 2023. Completion of the audit is expected within 120 days. Any significant delays will be brought to management's attention upon discovery.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $45,680. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Hancock County Board of Supervisors of Hancock County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Hancock County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Necaise & Company PLLC

RESPONSE:

This letter correctly sets forth the understanding of Hancock County, MS.

County Administrator: _____

Date: _____

Board President: _____

Date: _____

Attachment: Engagement Letter Hancock County Unsigned (11664 : Approve Fiscal Year 2022 and 2023 Audit Engagement and Contracts)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 11212022 11/21/2022
DUE DATE: 11/21/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7618	AT&T	0000		INV	11/21/2022	1276369983			

ACCOUNT DETAIL					LINE AMOUNT
1	001151	5502	BLDS/GRNDS	TELEPHONE	52.77
					52.77
				CHECK TOTAL	**52.77**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7867	AT&T	0000		INV	11/21/2022	NOV 1, 2022			

ACCOUNT DETAIL					LINE AMOUNT
1	001151	5502	BLDS/GRNDS	TELEPHONE	812.62
					812.62
				CHECK TOTAL	**812.62**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7867	AT&T	0001		INV	11/21/2022	NOV 1,2022			

ACCOUNT DETAIL					LINE AMOUNT
1	001151	5502	BLDS/GRNDS	TELEPHONE	52.26
2	001101	5502	CHANC CLK	TELEPHONE	13.83
3	001151	5502	BLDS/GRNDS	TELEPHONE	39.63
4	001151	5502	BLDS/GRNDS	TELEPHONE	79.26
5	001630	5502	SOIL CONS	TELEPHONE	79.95
6	001151	5502	BLDS/GRNDS	TELEPHONE	315.35
7	001200	5502	SHERIFF	TELEPHONE	49.65
8	001105	5502	TAX/COL	TELEPHONE	60.86
9	001163	5502	YOUTH CT	TELEPHONE	24.54
10	001105	5502	TAX/COL	TELEPHONE	3.00
11	001151	5502	BLDS/GRNDS	TELEPHONE	170.35
12	001151	5502	BLDS/GRNDS	TELEPHONE	34.35
13	001151	5502	BLDS/GRNDS	TELEPHONE	41.49
14	001168	5502	DA OFFICE	TELEPHONE	13.83
15	001200	5502	SHERIFF	TELEPHONE	200.00
16	001151	5502	BLDS/GRNDS	TELEPHONE	92.83
17	001260	5502	EMA	TELEPHONE	71.96
18	001630	5502	SOIL CONS	TELEPHONE	41.35
19	001151	5502	BLDS/GRNDS	TELEPHONE	2.50
20	001151	5502	BLDS/GRNDS	TELEPHONE	13.92
21	001168	5504	DA OFFICE	INTERNET	68.44
22	001102	5504	CIRC CLK	INTERNET	68.44
					1,537.79
				CHECK TOTAL	**1,537.79**

Attachment: 11212022 docket (11705 : Approve docket of claims for November 21, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 11212022 11/21/2022
DUE DATE: 11/21/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9737	C SPIRE BUSINESS	0001		INV	11/21/2022	3000609325-2			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5544		INFO TECH	MNT AG		300.00			
							300.00		
9737	C SPIRE BUSINESS	0001		INV	11/21/2022	0000689768-46			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5504		EMER 911	INTERNET		270.00			
	2 001631 5504		CNTY AGENT	INTERNET		370.00			
	3 150300 5504		RD MNT	INTERNET		137.74			
	4 001411 5504		ANIM SHLT	INTERNET		339.84			
	5 001530 5504		MCLEOD PK	INTERNET		478.84			
	6 001200 5504		SHERIFF	INTERNET		270.00			
	7 001151 5504		BLDS/GRNDS	INTERNET		123.12			
							1,989.54		
						CHECK TOTAL	**2,289.54**		
2425	C SPIRE WIRELESS	0000		INV	11/21/2022	10-8 TO 11-7-2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5502		MAPPING	TELEPHONE		362.39			
							362.39		
						CHECK TOTAL	**362.39**		
8164	CITY OF WAVELAND - RE	0001		INV	11/21/2022	062790015 OCT22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		2,617.00			
							2,617.00		
						CHECK TOTAL	**2,617.00**		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	504420-038 OCT22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001411 5510		ANIM SHLT	HEAT LIGHT		635.44			
							635.44		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	15070-053 OCT22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5510		IMP EXP	HEAT LIGHT		52.89			
							52.89		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 11212022 11/21/2022
DUE DATE: 11/21/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	15070-068 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK HEAT LIGHT				1,238.18		
							1,238.18		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	15070-070 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK HEAT LIGHT				1,025.34		
							1,025.34		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	15070-050 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK HEAT LIGHT				207.83		
							207.83		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	15070-052 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION HEAT LIGHT				19.30		
							19.30		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	114147-001 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK HEAT LIGHT				285.20		
							285.20		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	116043-001 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK HEAT LIGHT				79.13		
							79.13		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	116043-012 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK HEAT LIGHT				46.03		
							46.03		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	3000821-015 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION HEAT LIGHT				875.07		
							875.07		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	80846-001 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK HEAT LIGHT				82.85		
							82.85		

Attachment: 11212022 docket (11705 : Approve docket of claims for November 21, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 11212022 11/21/2022
DUE DATE: 11/21/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	96022-001 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			102.20		
							102.20		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	100314-001 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			526.36		
							526.36		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	100315-001 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			966.83		
							966.83		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	3000821-011 oct22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			396.31		
							396.31		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	78496-004 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5510		ARENA	HEAT LIGHT			53.44		
							53.44		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	78496-003 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5510		ARENA	HEAT LIGHT			65.24		
							65.24		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	78496-002 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5510		ARENA	HEAT LIGHT			51.69		
							51.69		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	99774-001 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5510		ARENA	HEAT LIGHT			296.58		
							296.58		
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	77472-001 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5510		ARENA	HEAT LIGHT			175.50		
							175.50		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 11212022 11/21/2022
DUE DATE: 11/21/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	11/21/2022	100314-002 OCT22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		367.10			
							367.10		
						CHECK TOTAL	**7,548.51**		
8744	DISTRICT ATTORNEY'S O	0000		INV	11/21/2022	ND-274-1-2018			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 115200 5599		DRUG TASK	OTHER CONT		2,200.00			
							2,200.00		
						CHECK TOTAL	**2,200.00**		
4728	FEDEX	0001		INV	11/21/2022	7-941-43028			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5501		MAPPING	POSTAGE AN		7.54			
							7.54		
4728	FEDEX	0001		INV	11/21/2022	7-934-16399			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5501		MAPPING	POSTAGE AN		18.65			
							18.65		
						CHECK TOTAL	**26.19**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	11/21/2022	NP63229594			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5671		SHERIFF	GASOLINE		8,672.93			
							8,672.93		
4242	FLEETCOR TECHNOLOGIES	0000		INV	11/21/2022	NP63229713			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5671		MAPPING	GASOLINE		266.08			
							266.08		
4242	FLEETCOR TECHNOLOGIES	0000		INV	11/21/2022	NP63229828			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001675 5671		BLDG DEPT	GASOLINE		68.86			
							68.86		
4242	FLEETCOR TECHNOLOGIES	0000		INV	11/21/2022	NP63273822			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5671		MAPPING	GASOLINE		250.92			
							250.92		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 11212022 11/21/2022
DUE DATE: 11/21/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4242	FLEETCOR TECHNOLOGIES	0000		INV	11/21/2022	NP63273938			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001101 5671		CHANC CLK	GASOLINE		46.75			
	2 001675 5671		BLDG DEPT	GASOLINE		116.78			
							163.53		
						CHECK TOTAL	**9,422.32**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	11/21/2022	NP63273702			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001163 5671		YOUTH CT	GASOLINE		43.69			
	2 001200 5671		SHERIFF	GASOLINE		8,962.83			
							9,006.52		
						CHECK TOTAL	**9,006.52**		
2862	HANCOCK COUNTY WATER	0000		INV	11/21/2022	101270 OCT22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		40.00			
							40.00		
2862	HANCOCK COUNTY WATER	0000		INV	11/21/2022	109982 OCT22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5510		IMP EXP	HEAT LIGHT		12,003.30			
							12,003.30		
2862	HANCOCK COUNTY WATER	0000		INV	11/21/2022	104467 OCT22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		84.70			
							84.70		
2862	HANCOCK COUNTY WATER	0000		INV	11/21/2022	110293 oct22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		105.00			
							105.00		
2862	HANCOCK COUNTY WATER	0000		INV	11/21/2022	110291 OCT22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		105.00			
							105.00		
2862	HANCOCK COUNTY WATER	0000		INV	11/21/2022	110289 OCT22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		78.00			
							78.00		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 11212022 11/21/2022
DUE DATE: 11/21/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
2862	HANCOCK COUNTY WATER	0000		INV	11/21/2022	108970 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			77.50		
							77.50		
2862	HANCOCK COUNTY WATER	0000		INV	11/21/2022	110125 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			77.50		
							77.50		
2862	HANCOCK COUNTY WATER	0000		INV	11/21/2022	103076 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			78.00		
							78.00		
						CHECK TOTAL	**12,649.00**		
9478	INDUSTRIAL WELDING SU	0000		INV	11/21/2022	37327537			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5699		RD MNT	OTH CNS			176.68		
							176.68		
						CHECK TOTAL	**176.68**		
10064	JAMIE LYNN MUNNS	0000	22003638	INV	11/21/2022	201.1			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001240 5920		AMB SVCS	F&E>5000			48,500.00		
							48,500.00		
						CHECK TOTAL	**48,500.00**		
913	KILN UTILITY & FIRE D	0000		INV	11/21/2022	010042090 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			727.09		
							727.09		
913	KILN UTILITY & FIRE D	0000		INV	11/21/2022	010042100 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			1,990.86		
							1,990.86		
913	KILN UTILITY & FIRE D	0000		INV	11/21/2022	010061800 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5510		ARENA	HEAT LIGHT			1,692.99		
							1,692.99		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 11212022 11/21/2022
DUE DATE: 11/21/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**4,410.94**		
9848	Language Line Service	0001		INV	11/21/2022	10673488			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5502		EMER 911	TELEPHONE		29.40			
							29.40		
						CHECK TOTAL	**29.40**		
99998	UPS	0000		INV	11/21/2022	00007274X8452			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5501		SHERIFF	POSTAGE AN		16.75			
							16.75		
						CHECK TOTAL	**16.75**		
1167	MISSISSIPPI POWER COM	0000		INV	11/21/2022	OCTOBER 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		1,032.21			
	2 001151 5510		BLDS/GRNDS	HEAT LIGHT		3,597.24			
							4,629.45		
						CHECK TOTAL	**4,629.45**		
7201	MOBILE MONITORING FLE	0000		INV	11/21/2022	2642383			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5599		IMP EXP	OTHER CONT		367.30			
							367.30		
7201	MOBILE MONITORING FLE	0000		INV	11/21/2022	2642688			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5599		MAPPING	OTHER CONT		145.95			
							145.95		
						CHECK TOTAL	**513.25**		
9612	MS DEPT OF REVENUE	0000		INV	11/21/2022	NOV 21,2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5669		SHERIFF	LIC TAGS		162.25			
							162.25		
						CHECK TOTAL	**162.25**		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 11212022 11/21/2022
DUE DATE: 11/21/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9825	Quadient Leasing USA,	0000		INV	11/21/2022	59671116			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001166 5533		JUST CT	RENT-OFF			179.85		
							179.85		
						CHECK TOTAL	**179.85**		
8031	STANDARD DEDEAUX WATE	0000		INV	11/21/2022	090005925 OCT 22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			25.00		
							25.00		
8031	STANDARD DEDEAUX WATE	0000		INV	11/21/2022	2090001135 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			25.00		
							25.00		
8031	STANDARD DEDEAUX WATE	0000		INV	11/21/2022	080014380 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			25.00		
							25.00		
8031	STANDARD DEDEAUX WATE	0000		INV	11/21/2022	080012230 OCT22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			25.00		
							25.00		
						CHECK TOTAL	**100.00**		
4646	TEC	0000		INV	11/21/2022	1059286			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 097110 5502		EMER 911	TELEPHONE			101.96		
	2 001105 5502		TAX/COL	TELEPHONE			3.20		
	3 001102 5502		CIRC CLK	TELEPHONE			15.17		
							120.33		
						CHECK TOTAL	**120.33**		
8364	THOMSON REUTERS-WEST	0000		INV	11/21/2022	847266171			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5609		SHERIFF	SOFTWARE			1,649.12		
							1,649.12		
						CHECK TOTAL	**1,649.12**		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 11212022 11/21/2022
DUE DATE: 11/21/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9281	UTILITY SERVICES,LLC	0001		INV	11/21/2022	070024001 SEPT/OCT22			

ACCOUNT DETAIL					LINE AMOUNT
1	001531	5510	RECREATION	HEAT LIGHT	72.00
					72.00
				CHECK TOTAL	**72.00**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9716	VISA	0000		INV	11/21/2022	11-14 TO 11-17-2022			

ACCOUNT DETAIL					LINE AMOUNT
1	001260	5476	EMA	MEALS/LDG	366.39
2	096153	5476	MAPPING	MEALS/LDG	417.00
					783.39
				CHECK TOTAL	**783.39**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9716	VISA	0001		INV	11/21/2022	OCTOBER 2022			

ACCOUNT DETAIL					LINE AMOUNT
1	096153	5571	MAPPING	DUES AND S	320.00
2	001222	5556	INM MED	PROF FEES	206.44
3	001222	5556	INM MED	PROF FEES	53.14
4	001220	5644	IMP EXP	SMALL TOOL	150.46
5	001125	5544	INFO TECH	MNT AG	79.99
					810.03
				CHECK TOTAL	**810.03**

67	**INVOICES**	**WARRANT TOTAL**	**110,678.09**	**110,678.09**
		CASH ACCOUNT BALANCE		**53,758,264.56**

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Preliminary Check Run Summary

CHECK RUN: 11212022 11/21/2022
DUE DATE: 11/21/2022

FUND	ORG		ACCOUNT		AMOUNT	AVLB BUDGET
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5502-	TELEPHONE SERVICE	13.83	53.36
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5671-	GASOLINE	46.75	431.05
001	001102	CIRCUIT CLERK'S DEPAR	001-10-102-00-000-5502-	TELEPHONE SERVICE	15.17	99.04
001	001102	CIRCUIT CLERK'S DEPAR	001-10-102-00-000-5504-	INTERNET SERVICES	68.44	0.78
001	001105	TAX ASSESSOR/COLLECTO	001-10-105-00-000-5502-	TELEPHONE SERVICE	67.06	174.99
001	001125	IT DEPARTMENT	001-10-125-00-000-5544-	MAINTENANCE AGREEMENT	379.99	8,884.36
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5502-	TELEPHONE SERVICE	1,707.33	13,934.22
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5504-	INTERNET SERVICES	123.12	4,830.10
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5510-	HEAT LIGHT POWER GAS	4,446.55	47,003.01
001	001163	YOUTH COURT	001-10-163-00-000-5502-	TELEPHONE SERVICE	24.54	1,872.02
001	001163	YOUTH COURT	001-10-163-00-000-5671-	GASOLINE	43.69	0.00
001	001166	JUSTICE COURT	001-10-166-00-000-5533-	RENTAL OF OFFICE EQUI	179.85	596.56
001	001168	DISTRICT ATTORNEY'S O	001-10-168-00-000-5502-	TELEPHONE SERVICE	13.83	18.09
001	001168	DISTRICT ATTORNEY'S O	001-10-168-00-000-5504-	INTERNET SERVICES	68.44	28.72
001	001200	SHERIFF	001-20-200-00-000-5501-	POSTAGE AND BOX RENT	16.75	43.55
001	001200	SHERIFF	001-20-200-00-000-5502-	TELEPHONE SERVICE	249.65	50.04
001	001200	SHERIFF	001-20-200-00-000-5504-	INTERNET SERVICES	270.00	433.58
001	001200	SHERIFF	001-20-200-00-000-5609-	SOFTWARE	1,649.12	1,032.94
001	001200	SHERIFF	001-20-200-00-000-5669-	LICENSE TAGS	162.25	18.25
001	001200	SHERIFF	001-20-200-00-000-5671-	GASOLINE	17,635.76	39,711.73
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5510-	HEAT LIGHT POWER GAS	12,056.19	155.61
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5599-	OTHER CONTRACTUAL SER	367.30	6,312.23
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5644-	SMALL TOOLS	150.46	169.35
001	001222	INMATE MEDICAL	001-20-222-00-000-5556-	PROFESSIONAL FEES & O	259.58	342.62
001	001240	AMBULANCE SERVICES	001-20-240-00-000-5920-	FURNITURE & EQUIP > $	48,500.00	3,395.00
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5476-	MEALS AND LODGING	366.39	413.00
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5502-	TELEPHONE SERVICE	71.96	270.86
001	001333	MARINA	001-30-333-00-000-5510-	HEAT LIGHT POWER GAS	2,695.00	559.94
001	001411	ANIMAL SHELTER	001-40-411-00-000-5504-	INTERNET SERVICES	339.84	3.08
001	001411	ANIMAL SHELTER	001-40-411-00-000-5510-	HEAT LIGHT POWER GAS	635.44	1,001.31
001	001530	MCLEOD PARK	001-50-530-00-000-5504-	INTERNET SERVICES	478.84	815.54
001	001530	MCLEOD PARK	001-50-530-00-000-5510-	HEAT LIGHT POWER GAS	7,645.00	56.05
001	001531	RECREATION DEPARTMENT	001-50-531-00-000-5510-	HEAT LIGHT POWER GAS	1,096.37	451.04
001	001630	SOIL CONSERVATION	001-60-630-00-000-5502-	TELEPHONE SERVICE	121.30	359.64
001	001631	COUNTY AGENT	001-60-631-00-000-5504-	INTERNET SERVICES	370.00	492.38
001	001675	BUILDING DEPARTMENT	001-70-675-00-000-5671-	GASOLINE	185.64	87.29
				FUND TOTAL	**102,521.43**	

CASH ACCOUNT 999 1002 **BALANCE 53,758,264.56**

Report generated: 11/17/2022 13:50:11
User: Nancy Kelly (NKelly)
Program ID: apwarrnt

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5476-	MEALS AND LODGING	417.00	56.79
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5501-	POSTAGE AND BOX RENT	26.19	13,984.62
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5502-	TELEPHONE SERVICE	362.39	1.38
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5571-	DUES AND SUBSCRIPTION	320.00	56.50
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5599-	OTHER CONTRACTUAL SER	145.95	617.56
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5671-	GASOLINE	517.00	3,739.90
				FUND TOTAL	**1,788.53**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**53,758,264.56**		
097	097110	EMERGENCY 911	097-10-110-00-000-5502-	TELEPHONE SERVICE	131.36	6,803.10
097	097110	EMERGENCY 911	097-10-110-00-000-5504-	INTERNET SERVICES	270.00	20.18
				FUND TOTAL	**401.36**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**53,758,264.56**		
115	115200	DRUG TASK FORCE-SHERI	115-30-200-00-000-5599-	OTHER CONTRACTUAL SER	2,200.00	2,562.60
				FUND TOTAL	**2,200.00**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**53,758,264.56**		
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5504-	INTERNET SERVICES	137.74	427.76
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5510-	HEAT LIGHT POWER GAS	84.70	568.38
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5699-	OTHER CONSUMABLE SUPP	176.68	1,526.18
				FUND TOTAL	**399.12**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**53,758,264.56**		
154	154523	MULTIPURPOSE ARENA	154-50-523-00-000-5510-	HEAT LIGHT POWER GAS	2,335.44	1,312.51
				FUND TOTAL	**2,335.44**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**53,758,264.56**		
156	156331	SEAWALL	156-30-331-00-000-5510-	HEAT LIGHT POWER GAS	1,032.21	4,892.37
				FUND TOTAL	**1,032.21**	
CASH ACCOUNT	**999 1002**		**BALANCE**	**53,758,264.56**		

WARRANT SUMMARY TOTAL	**110,678.09**
GRAND TOTAL	**110,678.09**

Attachment: 11212022 docket (11705 : Approve docket of claims for November 21, 2022)

GENERAL ELECTION
11/08/2022

DISTRICT 1	STEPHANIE LADNER		
LAST	FIRST		AMT
CARTER	KRISTILLE		$ 159.00
CROWE	JENNIFER		$ 169.00
GARCIA	BEVERLY		$ 149.00
GODCHAUX	BARBARA		$ 159.00
GREEN	DARLENE		$ 149.00
GREEN	CRISTEN		$ 169.00
GREEN	MARIE		$ 149.00
KEYS	JOSEPH		$ 149.00
MERANTO	AMBER		$ 169.00
MORAN	MARISA		$ 159.00
PACK	TAYLOR		$ 149.00
PETERSON	STARLYN		$ 149.00
VERDIN	TAMMY		$ 159.00
VERDIN	ELIZABETH		$ 169.00

TOTAL			$ 2,206.00

Attachment: ELECTION 11.8.2022 (11671 : Authorize payment to poll workers for general election)

GENERAL ELECTION
11/08/2022

DISTRICT 2	SANDRA HENLEY		
LAST	FIRST		AMT
BIELSTEIN	DANA	$	149.00
COPLEY	TEDDY	$	149.00
CUEVAS	JUNE	$	149.00
CUEVAS	DINAH	$	149.00
FERGUSON	IDA LOU	$	159.00
GARCIA	BRIDGET	$	125.00
KENNEDY	JESSICA	$	149.00
LADNER	ELENA LAURA	$	169.00
LADNER	VELMA	$	169.00
LEE	RYAN	$	159.00
LEE	SHELLY	$	159.00
LEWIS	JOHN	$	125.00
LONG	BARBARA	$	159.00
MARTIN	PATRICIA	$	169.00
MITCHELL	CYNTHIA	$	149.00
PEPPERMAN	WILLIAM	$	125.00
SEAL	RENEE	$	149.00
SEALS	CHERYL LYNN	$	149.00
SHAW	SUZETTE	$	149.00
SHETTER	MARY	$	169.00
SPIERS	ALICE	$	145.00
SPIERS	TOMMIE	$	135.00
TARTAVOULLE	CHARLOTTE	$	145.00
TARTAVOULLE	TERRY	$	135.00
TOMKINS	SUSAN	$	149.00

TOTAL	$	3,737.00

Attachment: ELECTION 11.8.2022 (11671 : Authorize payment to poll workers for general election)

GENERAL ELECTION
11/08/2022

DISTRICT 3	E.J. BICE		
LAST	FIRST		AMT
BOUDOIN	EILEEN		$ 149.00
CARBO	PRISCILLA		$ 149.00
CATONE	YVONNE		$ 149.00
CHAMBLEY	JEAN		$ 149.00
COWAND	MAC		$ 149.00
CUEVAS	RENEE		$ 149.00
CWIKLIK	DEBRA		$ 149.00
GARCIA	SARA		$ 169.00
HATEM	SANDRA		$ 169.00
ISAACS	MARK		$ 159.00
LADNER	CYNTHIA		$ 149.00
LAWS	MARY JUNE		$ 169.00
MANNING	WILLIAM		$ 159.00
MIZELL	MARY		$ 159.00
PETERSON	TINA		$ 149.00
SLATTERY	RON		$ 149.00
TRIBBLE	NATALIE		$ 169.00
TRIBBLE	BRITTANY		$ 159.00
TOTAL			$ 2,802.00

Attachment: ELECTION 11.8.2022 (11671 : Authorize payment to poll workers for general election)

GENERAL ELECTION
11/08/2022

DISTRICT 4	DONNA HENRY		
LAST	FIRST		AMT
ALFONSO	RAYMOND	$	159.00
ARNOLD	VICKI	$	149.00
BLANKENSHIP	SHERRY	$	149.00
BOURGEOIS	DONNA	$	149.00
BRIGGS	LESLIE	$	149.00
BROCATO	SUE	$	169.00
COLE	JANITA	$	169.00
CURRY	EVELYN	$	159.00
ENGOLIA	ANTHONY	$	169.00
ENGOLIA	BRIDGETTE	$	159.00
FAIRCONNETUE	GOLDEN	$	149.00
FAIRCONNETUE	PAULA	$	169.00
FAIRCONNETUE	RUSSELL	$	149.00
GERALD	FRANCES	$	24.00
GOMEZ	CYNTHIA	$	159.00
HANEY	ALTHEA	$	149.00
LADNER	DAWN	$	169.00
LADNER	CHRISTINE	$	149.00
LEWIS	ROSE	$	149.00
LOMBARDO	CONNIE	$	149.00
MATTHEWS	MARY LOU	$	149.00
MIRAMBELL	CYNTHIA	$	159.00
MOYNAN	NANCY	$	169.00
MURPHY	MARY ELLEN	$	149.00
NICHOLS	LYLIE	$	169.00
PRICE	SANDRA	$	149.00
ROELING	MYLES	$	159.00
RUSHING	BETTY	$	149.00
STROEHMAN	KAY	$	149.00
THOMAS	JOAN	$	159.00
TOTAL		$	4,555.00

Attachment: ELECTION 11.8.2022 (11671 : Authorize payment to poll workers for general election)

GENERAL ELECTION
11/08/2022

DISTRICT 5	JOE PETTIGREW		
LAST	FIRST		AMT
BARNES	HELEN	$	149.00
BICE	BREEZY	$	149.00
BOUDREAUX	JULIE	$	169.00
ELLITT	LOIS	$	149.00
FAVRE	MARCELLA SUE	$	159.00
FRENCH	EDITH	$	159.00
GARRETT	TERRIE	$	159.00
GARRETT	ROBERT	$	149.00
GARRIGA	LOTTIE	$	149.00
GOLUS	CYNTHIA	$	159.00
HARRISON	DEANNA	$	149.00
HARRISON	CHARLES	$	149.00
JARREAU	SHIRLEY	$	169.00
JOHNSTON	KAREN	$	169.00
LADNER	MYRA	$	169.00
LASSUS	NAOMIE	$	149.00
LAYEL	RONALD	$	149.00
LEE	HEATHER	$	149.00
MANUEL	BRIDGET	$	149.00
ROBERTS	TANIA	$	159.00
SHOLAR	JAELYN	$	149.00
STRONG	SALISTA	$	169.00
TAYLOR	BELINDA	$	149.00
WILTZ	SIMONE	$	149.00

TOTAL		$	3,726.00

Attachment: ELECTION 11.8.2022 (11671 : Authorize payment to poll workers for general election)

GENERAL ELECTION
11/08/2022

CIRCUIT CLERK	KENDRA NECAISE		
LAST	FIRST	AMT	
BERRY	RACHELLE	$	125.00
BESANCON	LESLIE	$	125.00
BURLETTE	HALI	$	125.00
JOHNSON	BRITTNEY	$	125.00
LADNER	VALERIE	$	125.00
MOODY	BRITNI	$	125.00
POYADOU	GRETCHEN	$	125.00
SHIYOU	JEREMY	$	125.00
SHIYOU	APRIL	$	125.00
SHIYOU	JASON	$	125.00
THERIOT	CIARA	$	125.00
JONES	LYNN	$	125.00
BURNETT	CALISTA	$	125.00
GALBRAITH	MACKENZIE	$	125.00
HAYNES	MYRA	$	125.00
HERRON	BRANDY	$	125.00
KARL	KAYE	$	125.00
LADNER	JESSICA	$	125.00
SHIYOU	IDA	$	125.00
THERIOT	NICHOLAS	$	125.00
WATSON	LINDA	$	149.00
TOTAL		$	2,649.00
	GRAND TOTAL	**$**	**19,675.00**

Attachment: ELECTION 11.8.2022 (11671 : Authorize payment to poll workers for general election)

Hancock County Board of Supervisors

Regular Meeting Minutes

November 7, 2022 at 9:00 a.m.

Board Meeting Room

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

1. Call to Order

A. Pledge of Allegiance
B. Invocation

2. Roll Call

The record reflects, at the call of the Meeting, County Administrator/Tax Assessor, Jimmie Ladner, County Attorney, Gary Yarborough, Chancery Clerk, Tim Kellar, County Engineer, Geoff Clemens, Road Manager, Vic Johnson, Grant Administrator, April Shiyou, Planning and Zoning Director, Anthony Cuevas, Parks and Recreation Director, Kevin Ladner, Comptroller, Nancy Kelly, and Board Secretary/Deputy Chancery Clerk, Valerie Fitts were all present in the Board Meeting Room. Sheriff Ricky Adam joined via remote access.

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

3. Amendments to the Agenda

5.C.4. - Discussion/Motion to authorize Digital Engineering to advertise for the Lawrence Ladner Road Drainage Improvements project, with Bid opening Monday, December 19, 2022.

6.C.1. Motion to accept the hiring of Weston Liesch, full time, for the Animal Shelter, at a rate of pay of $11.95 per hour, effective October 30, 2022. Mr. Liesch has already started working and successfully completed his drug screen and physical.

7.I.4. - Motion to approve Board President to sign the cover letter that will be attached to the environmental exempt form to submit to MDA for the CDBG projects Taxilane Sierra and Aircraft Packaging Hangar.

7.K.2. - Remove from the Agenda.

7.K.3. - Motion to spread on the Minutes, email from Bryce Ladner, dated Friday, November 4, 2022 at 4:14 p.m., withdrawing appeal regarding application from Chandler Residential Co., LLC for subdivision known as Saddle Ridge, and authorize a refund check to be cut in the amount of $250.00.

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

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

4. Announcements

A. The next regular scheduled Board of Supervisor's meeting will be held at 9:00 a.m., on Monday, November 21, 2022.

B. Biweekly payroll for ending date October 22, 2022 with a check date October 28, 2022 totaled $784,050.94.

C. The Krewe of Nereids Mermaids Arts and Crafts Show will be held at the Bay St. Louis Historic Train Depot on Saturday, November 12, from 9:00 a.m. - 5:00 p.m. and Sunday, November 13, 2022 from 10:00 a.m. - 4:00 p.m.

5. External Business Agenda

A. Port & Harbor Commission

1. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20221024-01, approving the October 24, 2022 Docket of Claims.**Approved**

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

2. Motion to accept Hancock County Port & Harbor Commission's Resolution #20221024-03, authorizing execution of the 2nd Amendment to the Lease agreement with The Beta Group.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

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

3. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20221024-04, authorizing the execution of the 1st Amended Lease Agreement with National Oceans and Applications Research Center NOARC - leasing Suite 206 of the Stennis International Airport Terminal Building for one year at $14,054.80 annually.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to accept the Commission's Resolution #20221024-05, authorizing execution of a 12-month professional services agreement with the Cornerstone Government Services for governmental affairs and general consulting services at $10,000 monthly.**Approved**

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

5. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20221024-06, authorizing Execution of Intergovernmental Sale and Transfer of Goods and Services Agreement for a truck in order to transfer it to the West Hancock County Fire and Rescue for daily operations at Port Bienville.**Approved**

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

6. Motion to accept Hancock County Port & Harbor Commission's Resolution #20221024-07, authorizing its Chief Executive Officer or his delegee to execute the Second Amended and Restated ACE Fund Program Request For Payment to Relativity Space in the amount of $80,000 for Road Improvement Project at Stennis.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to accept Hancock County Port & Harbor Commission's Resolution #20221024-09, authorizing execution of Right of First Refusal with Lazy Magnolia Brewery for Warehouse1 located at 14110 Fred & Al Key Road.**Approved**

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

8. Motion to accept Hancock County Port & Harbor Commission's Resolution #20221024-13, authorizing execution of HyStor Energy's Option Agreement for the Lease of Real Property and Right of First Refusal of Property at Port Bienville Industrial Park.**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 Commission's Resolution #20221024-14, authorizing execution of professional services agreement with NVision Solutions, Inc., for the Community Rating System (CRS), not to exceed $40,880.00.**Approved**

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

10. Motion to accept HCPHC's Resolution #20221024-15, authorizing Execution of Lease Agreement with Neel-Schaffer, Inc., for Suite 200 of the Technology Building at Stennis International Airport for $1,562.50 per month.**Approved**

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

11. Motion to accept the Hancock County Port and Harbor Commission’s Resolution #20221024-16, authorizing Execution of A Lease Agreement with Teledyne Optech for 6,500 sq. ft. of office space known as Suites 300 and 400 in the Technology Building located at Stennis International Airport for $109,737.12 annually.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

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

B. GRPC - Jeff Loftus

1. Motion to rescind Motion 11349 that approved Payment Request 12 for FY20 McLeod Park RV Park Expansion and Pier Construction during the September 6, 2022 Board of Supervisors Meeting.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize Board President to sign Payment Request 12a for FY20 McLeod Park RV Park Expansion and Pier Construction.**Approved**

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

3. Motion to approve and authorize Board President to sign Payment Request 12b for FY20 McLeod Park RV Park Expansion and Pier Construction.**Approved**

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

C. Digital Engineering - Bruce Newton and Mike Prine

1. Motion to approve and authorize Board President to sign Closeout Package for Project No. 3.04 Kapalama Drive at Vic Faye Road.**Approved**

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

2. Discussion/Motion to authorize Digital Engineering to advertise for the Pontiac Drive and Texas Flat Road Subdivision Drainage Improvements, with Bid opening Monday, December 19, 2022.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 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

3. Presentation/Discussion from Bruce Newton regarding Stormwater Program status updates dated November 1, 2022.**No Action Taken**

RESULT: **NO ACTION TAKEN**

4. Discussion/Motion to authorize Digital Engineering to advertise for the Lawrence Ladner Road Drainage Improvements, with Bid opening Monday, December 19, 2022.**Approved**

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

D. Mississippi State University Extension Service - Christian Stephenson

1. Presentation/Discussion from Christian Stephenson regarding an update on Mississippi State University Extension Service activities in Hancock County, and to announce his resignation as County Agent, and spread on the Minutes, Board President's signature on the Pro-Forma Order.**Approved**

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

E. My Gulf Coast Home Revisted - Ken Murphy

1. Presentation from Ken Murphy and Rick Dobbs regarding My South Coast Home Revisited.**No Action Taken**

RESULT: **NO ACTION TAKEN**

F. SMPDD Hancock County Pavement Plan - Kristyn Gunter

1. Presentation from SMPDD regarding Hancock County Pavement Plan and discussion regarding setting date and time for the website training workshop.**No Action Taken**

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

RESULT: **NO ACTION TAKEN**

6. Departmental Agendas

A. Emergency Management Agency

1. Motion to amend Motion #11538 to allow Brian "Hooty" Adam and John Albert Evans to travel to the MCDEMA Mid-Winter Conference on November 14, 2022 at an additional cost of $210.00 ($46.00 per diem & $59.00 hotel per person).**Approved**

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

2. Motion to approve Holly Bilbo to attend the National Emergency Management Basic Academy Science of Disaster and Planning classes in Pearl, Mississippi, on December 12-16, 2022, at a total cost of $761.31 ($392.00 Lodging, $184.00 Per Diem, and $185.31 mileage).**Approved**

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

B. E-911/Dispatch

1. Motion to accept the resignation of Kristen Bennett as a full time dispatcher and remove from payroll, effective November 3, 2022.**Approved**

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

2. Motion to approve hiring Rachel Warner as a full time dispatcher, at the rate of pay of $14.00 per hour, effective November 7, 2022, pending successful completion of drug screen, physical and 90 days probation period.**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 Destiny Cuevas and Rachel Warner to attend the NECI Liability and Legal Issues course on December 12, 2022 at Gulfport Police

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

Department. Total cost will be $0.00 due to a course credit from the Instructor, meal and mileage reimbursement will be needed.**Approved**

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

4. Motion to approve Destiny Cuevas and Rachel Warner to attend the NECI Crimes In Progress on December 13, 2022 at Gulfport Police Department. Total cost will be $150.00 per person, along with meal and mileage reimbursement.**Approved**

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

C. Animal Shelter

1. Motion to accept the hiring of Weston Liesch, full time, for the Animal Shelter, at a rate of pay of $11.95 per hour, effective October 30, 2022. Mr. Liesch has already started working and successfully completed his drug screen and physical.**Approved**

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

2. Motion to accept donation to the Animal Shelter in an amount of $1,000 from Anne Marie Bonnette to be allocated towards heartworm medications for shelter dogs.**Approved**

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

3. Motion to approve hiring Sierra Rich, part time, for the Animal Shelter, at a rate of pay of $10.93 per hour, effective November 7, 2022. Sierra Rich has already started working and successfully completed her drug screen and physical.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 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

D. Justice Court

1. Motion to spread on the Minutes, the Oath of Office for Hancock County Justice Court Deputy Clerks for November 2022.**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 designation of Lisa Hicks as Justice Court's Receiving Clerk, she is replacing Anna Lacoste-Morace.**Approved**

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

E. IT Department

1. Motion to approve the quote in the amount of $18,984.12 for hardware support renewal from DellEMC for the County's server hardware appliances for the next six months. After six months, we will explore 3rd party support.**Approved**

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

F. Purchasing

1. Motion to approve the purchase of Body Armor from Mid South Uniform & Supply for the Sheriff's Department on MS State Contract No. 8200065174, effective dates October 1, 2022 - September 30, 2023. Total contract price is $10,161.76.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

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

2. Motion to approve Purchase of Pre-Trained Drug Detection Dog from Southern Coast K-9 Inc., in the amount of $10,800 for the Sheriff's Department, and spread both quotes on the Minutes.**Approved**

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

3. Motion to approve the purchase of two John Deere 5115M Utility Tractors from SunSouth, LLC in the total amount of $163,046.52. MS State Contract No. 8200061319, effective dates March 1, 2022-February 28, 2023.**Approved**

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

4. Motion to approve the purchase of two Alamo Versa side mowers from SunSouth, LLC in the total amount of $80,054.00. MS State Contract No. 8200061215 effective dates March 1, 2022-February 28, 2023. This is budgeted in Road and Bridge.**Approved**

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

5. Motion to approve the purchase of a Dodge Ram 1500 4x4 truck from Kirk Auto World in the amount of $43,830.00 MS State Contract No. 8200065511, effective dates October 1, 2022 - March 31, 2023. This is budgeted.**Approved**

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

6. Motion to approve the purchase of a 2023 Dodge Ram 1500 4x4 in the amount of $43,930.00 from Kirk Auto World for Road & Bridge Department. MS State Contract No. 8200065511, effective dates October 1, 2022 - March 31, 2023. This is budgeted.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

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

7. Motion to approve the purchase of a Dodge Ram 1500 2WD for Buildings & Grounds department from Cannon CDJR LLC in the amount of $36,594.00. MS State Contract No. 8200065507 effective dates October 1, 2022 - March 31, 2023. This is budgeted.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to approve the purchase of a Dodge Ram 1500 2WD from Kirk Auto World in the amount of $40,717.00. MS State Contract No. 8200065511, effective dates October 1, 2022 - March 31, 2023.**Approved**

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

9. Motion to approve bid advertisement for Mid Size Excavator and Dozer for the Road and Bridge Department.**Approved**

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

10. Motion to approve and spread on the Minutes, the Credit Card Report for November 7. 2022. The report reflects all credit card charges that are presently on the docket today for payment.**Approved**

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

G. Planning and Zoning

1. Motion to accept the Planning Commission Meeting Minutes held on October 6, 2022.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve the Planning Commission Meeting Minutes held on October 20, 2022.**Approved**

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

3. Motion to approve Building Permit refund to Dilan Arcement in the amount of $675.00, due to not constructing a house and placing a Mobile Home on property instead.**Approved**

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

H. Parks & Recreation

The record reflects Parks and Recreation Director, Kevin Ladner will bring back proposal to next Board Meeting regarding WiFi at McLeod Park.

I. 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:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

J. Comptroller

1. Motion to approve the following Interfund Transfer: Transfer into the Fire Marshall Training Fund $12,902.47 from the Insurance Rebate Fund.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

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

2. Motion to approve the attached budget amendments.**Approved**

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

3. Motion to approve the docket of claims for November 7, 2022 in the amount of $2,412,376.69.**Approved**

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

4. Motion to ratify the payment to US Federal Contractors in the amount of $599.00. This is Hancock County's SAMS registration, which is required in order to receive federal funding.**Approved**

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

5. Motion to spread on the Minutes, the September, 2022 Financial Statements for Post 58 Fire Protection District, Kiln, Mississippi.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 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

K. Board Secretary

1. Motion to approve Regular Meeting Minutes of Monday October 17th, 2022**Accepted**

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

7. Elected/Appointed Agendas

A. Sheriff's Office

1. Motion to approve the advertisement for a reverse auction on (4) 2023 Chevrolet Tahoe's.**Approved**

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

2. Motion to approve six employees to go to the 2023 Street Cop Interdiction and Investigations Seminar in Nashville Tennessee, on April 23 – 28, 2023, and authorize a check for tuition and hotel stay.**Approved**

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

3. Motion to approve all part time Correction Officers pay change from $10.61 to $12.00 per hour, effective November 06, 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to spread on the Minutes, acknowledgement of the receipt of the monthly inmate meal log from the Hancock County Adult Detention Center for the month of October 2022, as on file with the County Administrator, pursuant to Mississippi State Statute 19-25-74.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

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

5. Motion to spread on the Minutes, the following personnel changes: a. Remove the following from payroll: • George Bryan - effective October 18, 2022, • Nathanael Floyd – effective October 21, 2022, • Kayla Hill – effective October 31, 2022, • Johnnie McGee III – effective October 31, 2022, • Taylor Bourgeois – effective October 31, 2022. b. Adjust Jonathan Thompson pay to DUI pay, at a rate of $21.50 per hour, effective November 06, 2022. c. The following are moving from full time to part time Correction Officers, at a rate of pay of $12.00 per hour: • Jagade Chifici Jr.- effective November 05, 2022, • Charles Payne - effective November 19, 2022. d. Transfer Marques McGee and Christopher Russell II from Correction Officer to Deputy, at a rate of pay of $20.00 per hour, effective November 06, 2022. e. Add Mackenzie Burton to payroll as part time Correction Officer, at a rate of pay of $12.00 per hour, effective November 07, 2022. f. Add the following to payroll as full time Correction Officers, at a rate of pay of $15.50 per hour, effective November 07, 2022: • Jeffrey Hodnett, • Gabriel Lee. g. Adjust Kyle Malley and Carl Gipson's pay to Sergeant pay, at a rate of $21.00 per hour, effective November 06, 2022. h. Add Benjamin Casuccio to payroll as part time Internal Analyst Civilian employee, at a rate of pay of $12.00 per hour, effective November 07, 2022. i. Add Mason Hopper to payroll as part time deputy, rate of pay $12.00 per hour, effective November 07, 2022.**Approved**

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

B. Tax Assessor

1. Motion to accept increase in base pay for Sandra Hoda from $18.24 to $19.74, effective November 6, 2022.**Approved**

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

2. Motion to approve and authorize Board President to sign the attached Assessment Roll 2022.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

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

3. Motion to approve and request the Board of Supervisors to void the attached tax sales.**Approved**

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

4. Motion to approve and authorize Board President and Chancery Clerk to sign the Increase/Decrease in Assessment forms.**Approved**

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

C. Circuit Clerk

D. County Court

E. Youth Court / Family Treatment Court

1. Motion to approve the judicial pay raise for Judge Trent Favre to $157,000.00 per year, effective January 1, 2023, and spread House Bill 1423 on the Minutes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

F. Chancery Clerk

1. Motion to spread on the Minutes, the Chancery Clerk's October Land Redemption Settlement Check in the amount of $22,556.61 to the General Fund, and the Settlement Report.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 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. County Engineer

1. Motion to approve and authorize Board President to sign Closeout Documents related to Renourishment and Repairs of Hancock County Beach and Walking Path Repairs.**Approved**

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

2. Motion to approve and authorize Board President to sign the Amended Task Order Request 221-076.011 for Preliminary Design and Fairground Development at Hancock County Fairgrounds.**Approved**

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

H. Road Manager

1. Motion to approve hiring Andrew Bennett in the Fleet Maintenance Department as a Class II Mechanic/Laborer at a rate of pay of $17.25 per hour, with a possible pay raise after a 90 day probationary period, effective upon successful completion of physical and drug screen.**Approved**

   The record reflects Motion Items 1-4 were all voted on in one consent block.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to hire Trevor Abadie in Buildings and Grounds Department as a Class lll Grounds Keeper/Laborer at a rate of pay of $12.50 per hour, effective upon successful completion of physical and drug test.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 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

3. Motion to approve hiring Terry Moakley as a Class lll Laborer in the Road and Bridge Department North, at a rate of pay of $12.50 per hour, effective upon successful completion of physical and drug test.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to remove Tom Guidry from payroll in the Road and Bridge Department South, effective Oct. 17, 2022, due to him retiring, and request a commendation for the same.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Discussion regarding the replacement of a broken window in a 2017 Expedition belonging to Thomas McArthur damaged by county worker cutting grass on road shoulder. The low quote being $320.00 from Graham's Auto Glass LLC, and spread quotes on the Minutes.**Approved**

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

I. Grant Administrator

1. Motion to approve and authorize Board President to sign the Tire Grant WT702 request to the Mississippi Department of Environmental Quality for reimbursement in the amount of $7,100.00.**Approved**

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 signed Environmental Review Exempt form for the two CDBG projects: Taxilane Sierra and Packaging Hangar.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 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

3. Motion to spread on the Minutes, the Request for Qualifications for Engineering Services, Addendum No. 1 and Proof of Publication for the CDBG projects, Taxilane Sierra & Packaging Hangar.**Approved**

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

4. Motion to approve Board President to sign the cover letter that will be attached to the environmental exempt form to submit to MDA for the CDBG projects Taxilane Sierra and Aircraft Packaging Hangar.**Approved**

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

J. County Administrator

1. Motion to accept increase in pay for April Shiyou from $21.57 to $24.07 per hour, effective November 6, 2022.**Approved**

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

2. Motion to accept increase in pay for David Depreo from $17.43 to $19.11 per hour, due to completion of State Certifications, effective November 6, 2022.**Approved**

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

3. Motion to accept the resignation of Dawn Malley from the Hancock County Tourism Board, and approve the appointment of Markie Garcia to fill the open seat. Mr. Garcia's three year appointment begins October 1, 2022 and runs through September 30. 2025, and spread all documents on the Minutes.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

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

4. Motion to approve the Pauper Declaration for Randall Laws.**Approved**

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

5. Motion to approve and authorize signatures on the following 16th Section Land Matters: a. Linda Seal - Residential - Addendum; b. Thomas McArthur - Residential - Amendment; c. Clarence Cosse/Chyna Cosse Adams - Recreational - New Lease; d. Thomas Zanca - Recreational - New Lease; e. Mississippi Power - Easement/Right of Way - New Lease; f. Mississippi Power - Substation Easement - New Lease; g. S&S Hunting Lands, LLC - Hunting and Fishing - Bid Lease; h. Michael Ebeyer - Agriculture - Bid Lease and i. Hancock County School District Correspondence.**Approved**

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

6. Motion to spread on the Minutes, Governor Tate Reeves' s Proclamation declaration of legal holidays in the State of Mississippi for Thanksgiving 2022, Christmas 2022 and New Year's Day 2023.**Approved**

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

7. Motion to spread on the Minutes, American Medical Response's September 2022 Hancock County All Zones Report.**Approved**

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

8. Discussion regarding the St. Tammany Levee Board meeting.**No Action Taken**

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

RESULT: **NO ACTION TAKEN**

9. Discussion regarding the Courthouse and Annex grounds. The record reflects the Discussion resulted in the following Motion: Motion to authorize Road Department to remove hill and level ground out side of the Annex.**Approved**

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

10. Discussion regarding having a deep cleaning done of county buildings.**Approved**

    The record reflects County Administrator will get quotes and bring back to next meeting.

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

11. Discussion regarding Hancock County Library appropriations.**No Action Taken**

RESULT: **NO ACTION TAKEN**

12. Discussion regarding some ARPA funding projects that were not approved**No Action Taken**

RESULT: **NO ACTION TAKEN**

K. County Attorney

1. Motion to approve and authorize signatures on Photo Licensing Agreements with Gregg Martel Photography for new county website design.**Approved**

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

2. Motion to spread on the Minutes, email from Bryce Ladner, dated Friday, November 4, 2022 at 4:14 p.m., withdrawing appeal regarding application from Chandler Residential Co., LLC for subdivision known as Saddle Ridge, and authorize a refund check to be cut in the amount of $250.00.**Approved**

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

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

8. Supervisors Items

A. District 1

B. District 2

C. District 3

1. Motion to approve the appointment of Mr. Jeff Crawford to the Hancock County Planning and Zoning Commission.**Approved**

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

D. District 4

E. District 5

9. Public Comments

The record reflects Rhonda Lipp submitted documents to the Board regarding the Misfits Off-Road Park.

Clarence Harris also spoke to the Board regarding two Kabota tractors at the Waveland Fire Station.

1. Documents provided to the Board at Public Comments from Rhonda Lipp regarding Misfits Off-Road.**No Action Taken**

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

RESULT: **NO ACTION TAKEN**

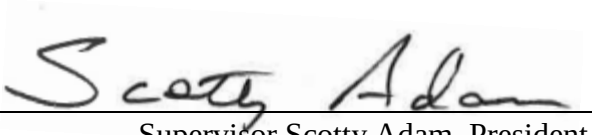
10. Executive Session

11. Adjourn/Recess

1. **Motion to:** Motion to adjourn the meeting at _____.**Adopted**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

The Minutes of the November 7, 2022 have been read and approved.



Supervisor Scotty Adam, President

Minutes Acceptance: Minutes of Nov 7, 2022 9:00 AM (Board Secretary)

SECTION 00943-01
CHANGE ORDER NO. 1

Date of Issuance: November 22, 2022 Effective Date: November 22, 2022

Project: Bayou Caddy Marina Electrical Repairs	Owner: Hancock County Board of Supervisors	Funding Agent's Contract No.: N/A
Contract: Bayou Caddy Marina Electrical Repairs		Date of Contract: March 29, 2022
Contractor: Floore Industrial Contractors		Engineer's Project No.: 221-076.004
4401-4 Wilson Springs Road		
Moss Point, MS 39562		

The Contract Documents are modified as follows upon execution of this Change Order:

Description: This Change Order is requested because of damaged infrastructure that is in need of repair/replacement in order to complete the project as intended. The work included is to replace eight (8) electrical pull boxes and to replace sections of conduit that have been damaged and will prevent the installation of new wire. The cost for the installation of the new conduit also includes all labor, equipment and materials needed for restoration of the affected areas.

Attachments: Attachment No. 1 to Change Order No. 1

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ■ Calendar days
	Substantial completion (date): February 19, 2023
$269,763.00	Ready for final payment (date): March 21, 2023
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (date): February 19, 2023
$269,763.00	Ready for final payment (date): March 21, 2023
Change resulting from this Change Order:	Change of this Change Order:
	Substantial completion (days): 60 days
$51,495.00	Ready for final payment (days): 60 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (date): April 20, 2023
$321,258.00	Ready for final payment (date): May 20, 2023

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Robert A. Fischer	By:	By: Bruce Howell
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 11-14-22	Date:	Date: 11-15-22

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: Bayou Caddy Change Order No. 1 (CE - Contractor) (11686 : Approve Bayou Caddy Marina Electrical)

ATTACHMENT TO CHANGE ORDER NO. 1

PROJECT NO. 221-076.004

Item No.	Description	Qty	Units	Unit Price	Ext. Total	Quantity this C.O.	Unit Price	Extension this C.O.	Revised Contract Quantity	Revised Contract Extension
Base Bid										
1	Mobilization	LS	1	$6,897.00	$6,897.00		$ 6,897.00	$ -	1.0	$ 6,897.00
2	Demolition	LS	1	$4,171.00	$4,171.00		$ 4,171.00	$ -	1.0	$ 4,171.00
3	Remove and Replace power pedestals Utilize Existing Stands	EA	18	$2,936.00	$52,848.00		$ 2,936.00	$ -	18.0	$ 52,848.00
4	Electrical Panel Termination	EA	1	$1,391.00	$1,391.00		$ 1,391.00	$ -	1.0	$ 1,391.00
5	Electrical Feeders and Conduit	LS	1	$60,443.00	$60,443.00		$ 60,443.00	$ -	1.0	$ 60,443.00
	Total Bid				$125,750.00					$ 125,750.00
Alternate Bid No. 1										
1	Demolition	LS	1	$4,171.00	4,171.00		$ 4,171.00	$ -	1.0	$ 4,171.00
2	Remove and Replace power pedestals Utilize Existing Stands	EA	14	$3,043.00	42,602.00		$ 3,043.00	$ -	14.0	$ 42,602.00
3	Electrical Panel Termination	EA	1	$1,391.00	1,391.00		$ 1,391.00	$ -	1.0	$ 1,391.00
4	Electrical Feeders and Conduit	LS	1	$39,830.00	39,830.00		$ 39,830.00	$ -	1.0	$ 39,830.00
	Total Alternate No. 1				$87,994.00					$ 87,994.00
Alternate Bid No. 2										
1	Demolition	LS	1	$4,171.00	$4,171.00		$ 4,171.00	$ -	1.0	$ 4,171.00
2	Remove and Replace power pedestals Utilize Existing Stands	EA	9	$3,154.00	$28,386.00		$ 3,154.00	$ -	9.0	$ 28,386.00
3	Electrical Panel Termination	EA	1	$1,391.00	$1,391.00		$ 1,391.00	$ -	1.0	$ 1,391.00
4	Electrical Feeders and Conduit	LS	1	$22,071.00	$22,071.00		$ 22,071.00	$ -	1.0	$ 22,071.00
	Total Bid				$56,019.00					$ 56,019.00
Total Original Contract Amount					$269,763.00					$ 269,763.00
Change Order No. 1										
1	Replace 12"x24"x30" electrical junction box (includes all fittings and necessary timber framing to support the boxes)	EA				8.0	$ 4,800.63	$ 38,405.00	8.0	$ 38,405.00
2	Replace 4" electrical conduit beneath the limestone parking area (includes all backfill and limestone surface restoration)	LF				150.0	$ 34.30	$ 5,145.00	150.0	$ 5,145.00
3	Replace 4" electrical conduit beneath the asphalt area (includes backfill, limestone and asphalt surface restoration)	LF				60.0	$ 132.42	$ 7,945.00	60.0	$ 7,945.00
Total Change Order No. 1										$ 51,495.00
Total Revised Contract Amount										$ 321,258.00

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

November 15, 2022

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

RE: AT&T
ROW Occupancy Request
Intersection of Hwy 603 and Rocky Hill Dedeaux Rd South and East along Rocky Hill Dedeaux Rd.

Dear Board Members:

We have received a right-of -way permit application (attached) from AT&T.

We recommend approval of the attached permit application with the following conditions:

1) All proposed FOC shall be located as far back on the ROW as practical.
2) Any road crossing installation shall occur at a 90° angle to the roadway.
3) Any FOC installed under a roadway shall have a minimum depth of 48". Any FOC installed under a ditch bottom shall have a minimum depth of 36".
4) Any disturbed areas shall be dressed and resodded.
5) Permit is not valid until proper construction notice is given and work is verified. Permit will not be executed by County Engineer until referenced notice is given.
6) Applicant shall also provide a 48-hour notice to County Engineer prior to work being performed.

Our fee for county billing per Board of Supervisors authorization is attached.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Geoffrey Clemens. D. Malley

Geoffrey F. Clemens, P.E.
County Engineer

Attachments

Pc: Anthony Cuevas, Hancock County Building Official

PASCAGOULA
BILOXI
BAY ST. LOUIS

Attachment: Letter to HCBOS - AT&T ROW 11-15-22 (11687 : Approve ROW Request AT&T)

HANCOCK COUNTY BUILDING OFFICE
854 HIGHWAY 90 SUITE A
BAY ST. LOUIS, MS. 39520
(228) 467-4157

RECEIVED
NOV 08 2022
BY:

November 8, 2022

Geoffrey Clemens
County Engineer

Re: ROW Occupancy Request

AT&T Mississippi
1723 22nd Ave.
Gulfport, MS 30501

Buried Fiber Optic Communications Cable

Geoff,
I have received a Right of Way Request to place buried fiber optic cable that extends from the intersection of Hwy 603 and Rocky Hill Dedeaux Rd. south and east along Rocky Hill Dedeaux Rd. to a handhole in front of an existing cell tower location.

The Utility Contractor has agreed to the fees associated with the complete review of the Right of Way Request. Please provide an invoice once complete.

Thanks,

Anthony Cuevas
Hancock County Building Office

HANCOCK COUNTY, MS
BUILDING & ZONING

Attachment: Letter to HCBOS - AT&T ROW 11-15-22 (11687 : Approve ROW Request AT&T)

FORM-SAD ROW-U2

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY WITHIN ROAD OR HIGHWAY RIGHT-OF-WAY

FACILITY ALONG OR ACROSS ROCKY HILL DEDEAUX RD COUNTY ROAD

PROJECT NUMBER A02G1G5 COUNTY OF HANCOCK

UTILITY NAME AT&T MISSISSIPPI BY _____

ADDRESS 1723 22ND AVE, GULFPORT, MS 39501 herein called APPLICANT

proposes to construct BURIED FIBER OPTIC COMMUNICATIONS CABLE Utility Facility

along or across ROCKY HILL DEDEAUX RD County Road, said facility to be

installed between Station _____ and Station _____

on Project Number A02G1G5 and within road or highway 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 highways and streets within the State of Mississippi; Applicant agrees to comply with applicable provisions of S.O.P. Number SAD II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Ways of County Federal Aid and State Aid Highways (hereinafter referred to as the "Policy"), promulgated by the State Aid Engineer and dated January 1, 1983, 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 road or highway right-of-way when required for highway widening or other highway construction, and its right to reimbursement of its costs, if any, shall be in accordance with State law 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: Letter to HCBOS - AT&T ROW 11-15-22 (11687 : Approve ROW Request AT&T)

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

PLACE BURIED FIBER OPTIC CABLE FROM EXISTING HANDHOLE WEST OF HWY 603 11' TO POLE LINE THAT ENDS AT NORTH INTERSECTION OF HWY 603 AND ROCKY HILL DEDEAUX RD THEN SOUTH AND EAST ACROSS ROCKY HILL DEDEAUX RD TO A HANDHOLE IN FRONT OF CELL TOWER.

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.

The Applicant further understands that the Utility's engineering, plant, or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans.

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 Highway 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 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 it 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 highway 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, 1989 edition (or current edition).

5) Should any term or provision of this Applicant Agreement conflict with the law of the State of Mississippi, the Mississippi Constitution, or the United States Constitution,

Attachment: Letter to HCBOS - AT&T ROW 11-15-22 (11687 : Approve ROW Request AT&T)

or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said law or Constitution.

Attachment: Letter to HCBOS - AT&T ROW 11-15-22 (11687 : Approve ROW Request AT&T)

WITNESS the signature of the Applicant this the 25th day of August 2021.

By: Dylan Bond

Title: Specialist-OSP Facility Design

AGREED TO AND APPROVED BY

_____ COUNTY

BOARD OF SUPERVISORS

By: _____ _____
(County Engineer) (Month) (Day) (Year)

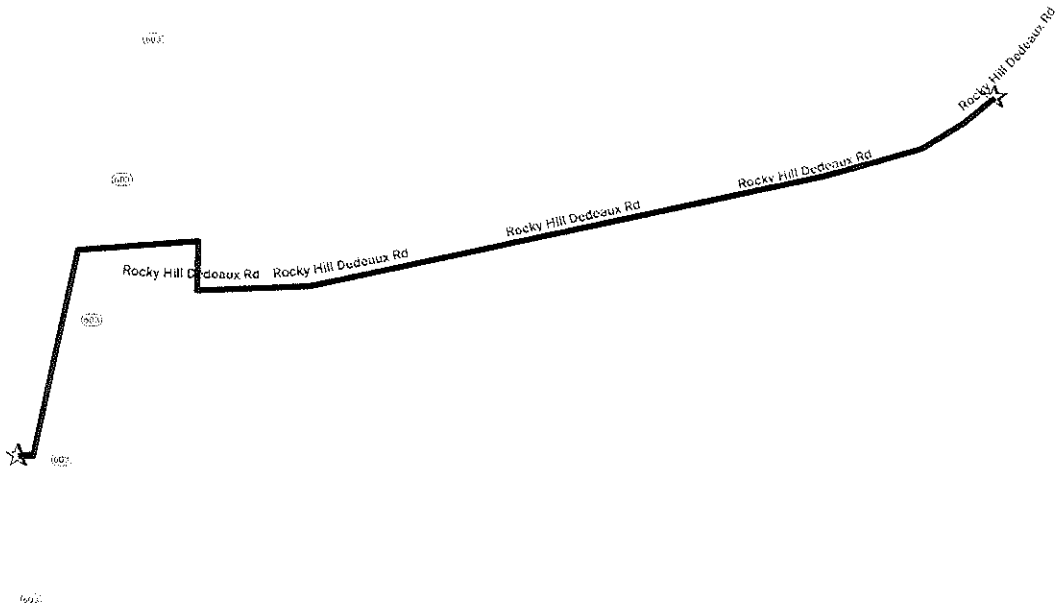
BY ORDER OF THE BOARD OF SUPERVISORS, Dated the ___ day of _____,

2021, of _____ County, Mississippi. The permit for the installation or adjustment of the utility applied for above is granted.

Attachment: Letter to HCBOS - AT&T ROW 11-15-22 (11687 : Approve ROW Request AT&T)

Area Map

COUNTY: HANCOCK
MUNICIPALITY: KILN
☆ = WORK LOCATION



ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
HANCOCK COUNTY

ROCKYHILL DEDEAUX RD

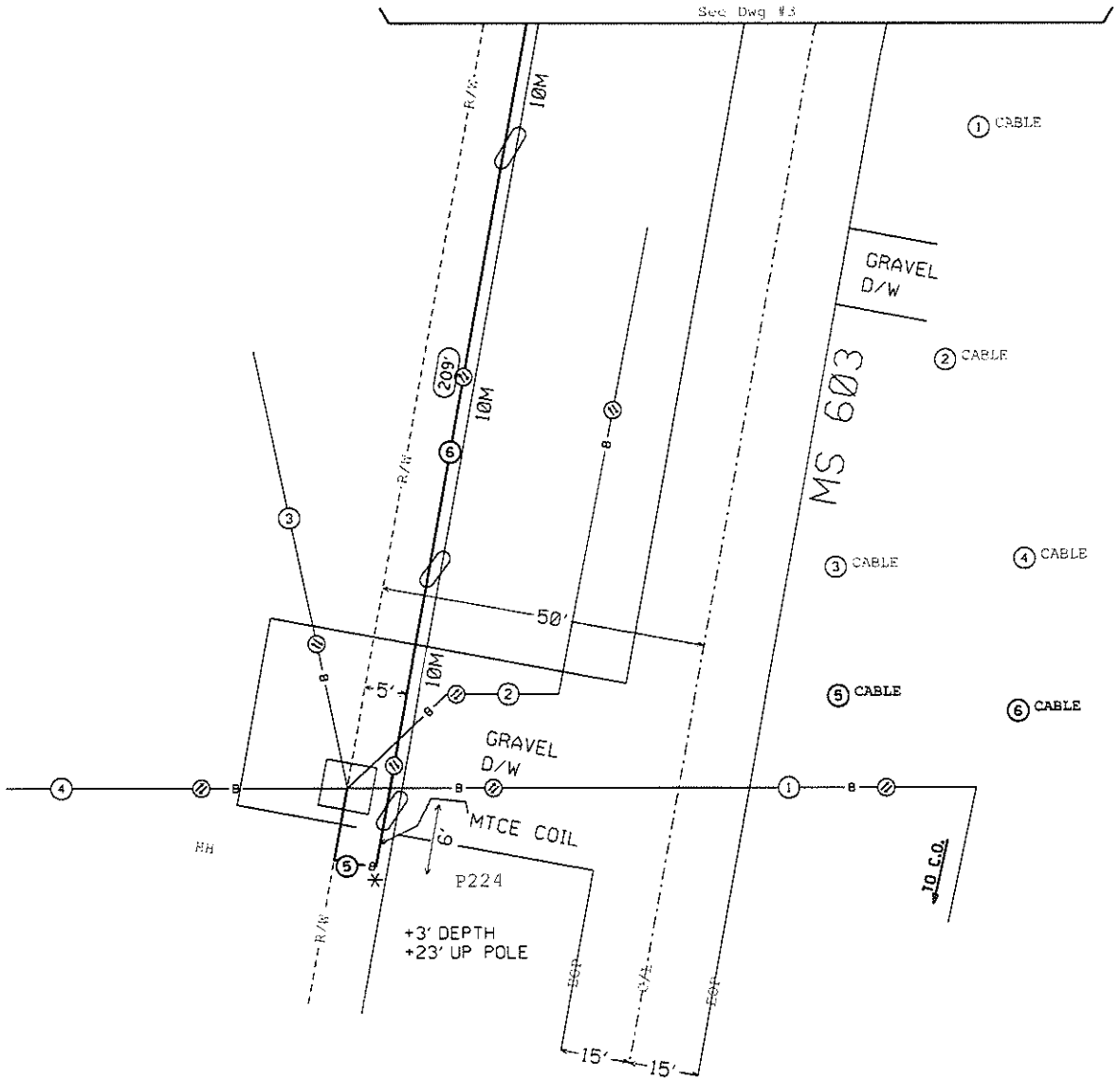
Exchange: 228255

Designer: DYLAN BOND

Phone: 228-868-5049

Authorization: A02GIG5

Dwg. 1 of 6

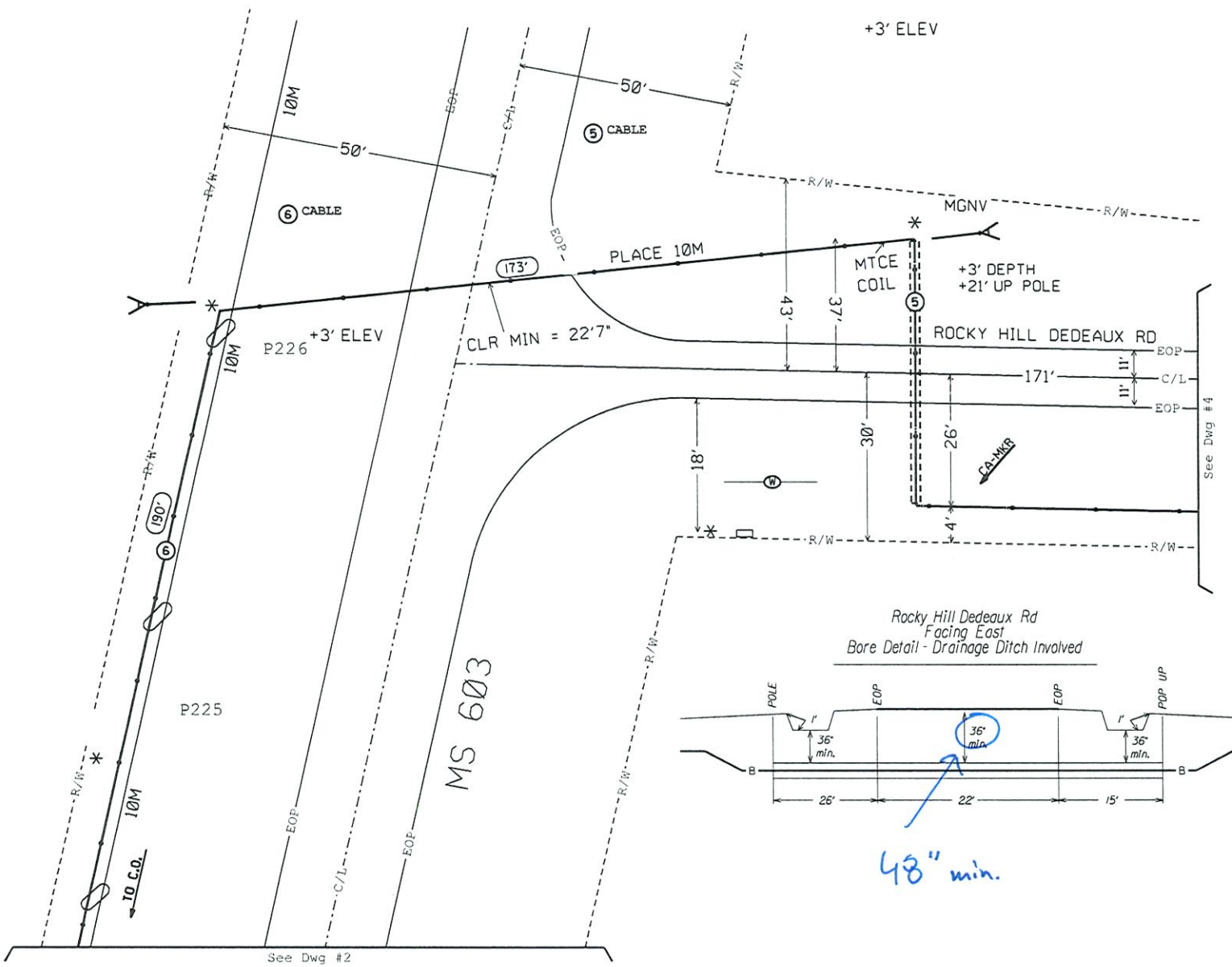


ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
HANCOCK COUNTY

5657
ROCKYHILL DEDEAUX RD

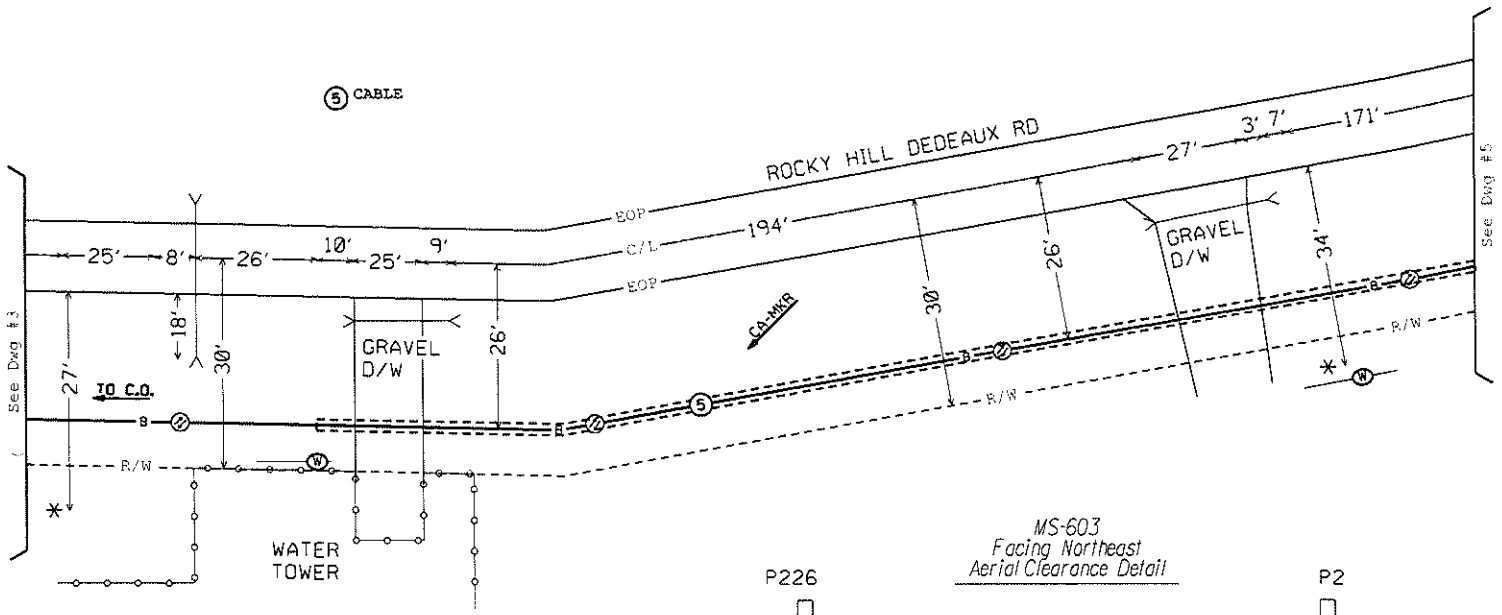
Exchange:	228255
Designer:	DYLAN BOND
Phone:	228-868-5049
Authorization:	A02GIG5
Dwg.	2 of 6



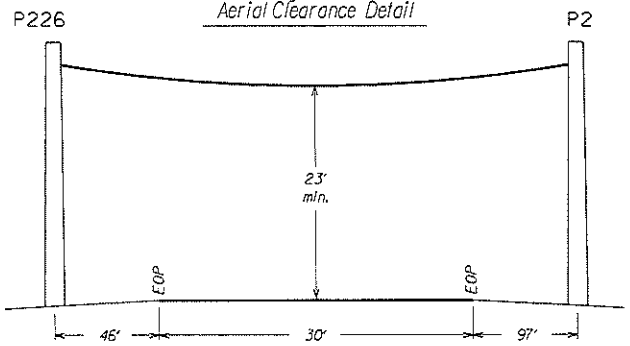
Rocky Hill Dedeaux Rd
Facing East
Bore Detail - Drainage Ditch Involved

48" min.

ATTSE
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF HANCOCK COUNTY 5657 ROCKYHILL DEDEAUX RD
Exchange: 228255
Designer: DYLAN BOND
Phone: 228-868-5049
Authorization: A02GIG5
Dwg. 3 of 6



MS-603
Facing Northeast
Aerial Clearance Detail



ATTSE

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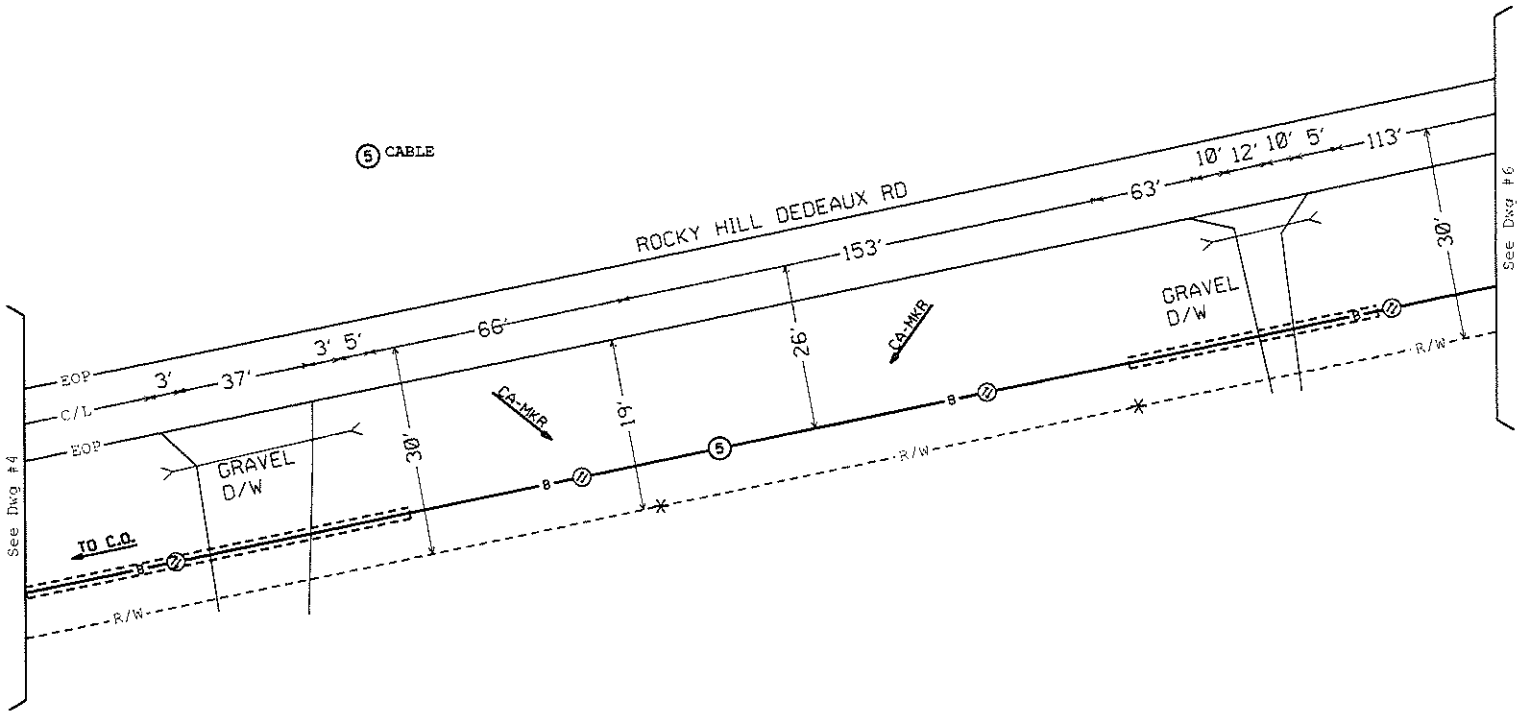
ON RIGHT OF WAY OF
HANCOCK COUNTY

5657
ROCKYHILL DEDEAUX RD

Exchange: 228255
Designer: DYLAN BOND
Phone: 228-868-5049
Authorization: A02GIG5
Dwg. 4 of 6



ATTSE

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ON RIGHT OF WAY OF
HANCOCK COUNTY

5657
ROCKYHILL DEDEAUX RD

Exchange: 228255

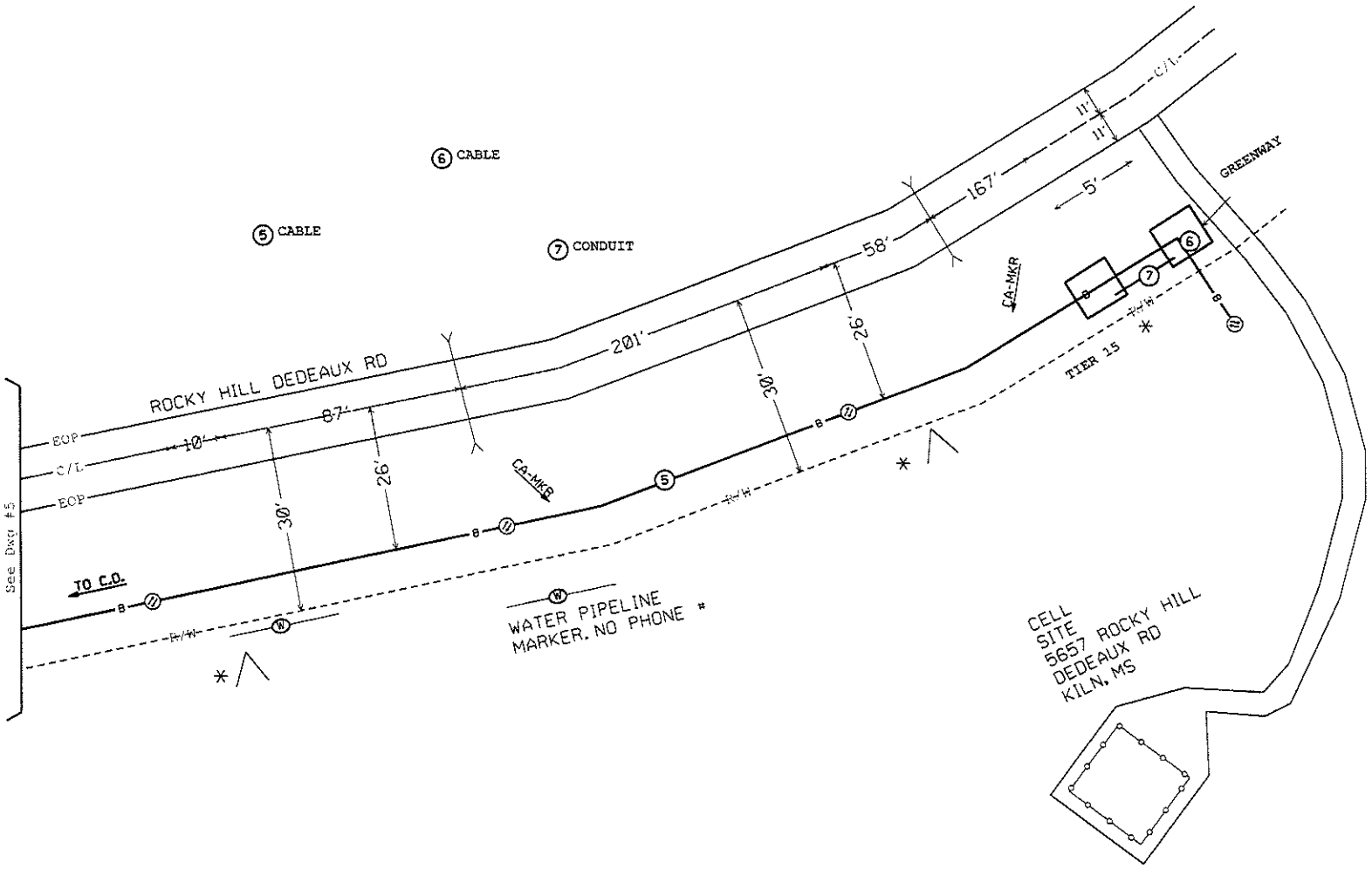
Designer: DYLAN BOND

Phone: 228-868-5049

Authorization: A02GIG5

Dwg. 5 of 6

Attachment: Letter to HCBOS - AT&T ROW 11-15-22 (11687 : Approve ROW Request AT&T)



ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
HANCOCK COUNTY

5657
ROCKYHILL DEDEAUX RD

Exchange: 228255

Designer: DYLAN BOND

Phone: 228-868-5049

Authorization: AO2GIG5

Dwg. 6 of 6

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

Hancock County Board of Supervisors (HCBOS)
854 Highway 90
Bay St. Louis, MS 39520

Invoice number 222-010.006-1
Date 11/15/2022

Project 222-010.006 ROW OCCUPANCY REQUEST - AT&T (INTERSECTION OF 603 & ROCKY HILL DEDEAUX RD. SO.)

Period of Service: November 15, 2022

ROW OCCUPANCY REQUEST - AT&T - INTERSECTION OF 603 AND ROCKY HILL DEDEAUX ROAD SOUTH AND EAST ALONG ROCKY HILL, HANCOCK CO., MS

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
ROW Request	1,430.00	100.00	0.00	1,430.00	1,430.00
Total	1,430.00	100.00	0.00	1,430.00	1,430.00

Invoice total 1,430.00

Attachment: Letter to HCBOS - AT&T ROW 11-15-22 (11687 : Approve ROW Request AT&T)

AGREEMENT FOR ENGINEERING SERVICES FOR AIRCRAFT PACKAGING HANGAR REHABILITATION PROJECT BY AND BETWEEN THE HANCOCK COUNTY BOARD OF SUPERVISORS AND NEEL-SCHAFFER, INC.

This AGREEMENT made this _____day of _____ 2022, by and between the Hancock County Board of Supervisors, hereafter called "OWNER", and Neel-Schaffer, Inc., hereafter called the "ENGINEER".

I. DESCRIPTION OF BASIC SERVICES:

OWNER intends to engage the ENGINEER to provide professional engineering services for the Aircraft Packaging Hangar Rehabilitation Project. A description of the project is described in Exhibit A – Project Description. The ENGINEER will comply with all requirements of Exhibit G – Special Provisions and Regulations Stipulated by the HUD CDBG Program.

Professional Services Scope of Work: Professional services will be provided as detailed in Exhibit B – Professional Services Scope of Work. Hangar Rehabilitation Project will be designed in accordance with appropriate Federal Aviation Standards and local building codes.

PAYMENT FOR SERVICES

Compensation for professional services shall be in accordance with Exhibit D – Payments to the Engineer.

II. TERMS AND ACCEPTANCE

This AGREEMENT shall remain in effect until completion of project closeout. This AGREEMENT, along with the below listed exhibits represents the complete AGREEMENT between OWNER and ENGINEER and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

Exhibit A – Project Description
Exhibit B – Professional Services Scope of Work
Exhibit C – Rate Schedule
Exhibit D – Payments to the Engineer
Exhibit E – Project Schedule
Exhibit F– General Terms and Conditions
Exhibit G – Special Provisions and Regulations Stipulated by the HUD CDBG Program
Exhibit H – Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Attachment: CDBG Aircraft Packaging Hangar Rehab Project_NS Contract prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

HANCOCK COUNTY BOARD OF SUPERVISORS	**NEEL-SCHAFFER, INC.**
BY: _____	**BY:** _____
TITLE: _____	**TITLE:** Project Manager
DATE: _____	**DATE:** 11/17/2022

Attachment: CDBG Aircraft Packaging Hangar Rehab Project_NS Contract prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

Exhibit A

Project Description

Aircraft Packaging Hangar Rehabilitation Project

The Aircraft Packaging Hangar is located north of the main terminal at Stennis International Airport. It is connected to airfield by a crushed stone and grass apron. Hurricane Katrina caused wind and flooding damage to the structure. During storm recovery, emergency operations used the grassy area for staging personnel, equipment, and supplies. The prolonged and non-standard use led to soil compaction which has caused drainage issues, making airfield access to the hangar impossible. The hangar has not been repaired or rehabilitated since incurring damage from Hurricane Katrina. This project will include a concrete apron connecting the hangar to the airfield and rehabilitate the structure.

Attachment: CDBG Aircraft Packaging Hangar Rehab Project_NS Contract prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

Exhibit B

Scope of Work for Professional Services

Aircraft Packaging Hangar Rehabilitation Project

PROJECT DESCRIPTION

The Aircraft Packaging Hangar is located north of the main terminal at Stennis International Airport. It is connected to airfield by a crushed stone and grass apron. Hurricane Katrina caused wind and flooding damage to the structure. During storm recovery, emergency operations used the grassy area for staging personnel, equipment, and supplies. The prolonged and non-standard use led to soil compaction which has caused drainage issues, making airfield access to the hangar impossible. The hangar has not been repaired or rehabilitated since incurring damage from Hurricane Katrina. This project will include a concrete apron connecting the hangar to the airfield and rehabilitate the structure.

The following tasks shall be included:

Topographic Surveys
ENGINEER shall prepare a topographic survey at the location of the project. Topographic survey is intended to provide accurate elevation information, site features and detailed horizontal location information that will be used in the planning, layout and preliminary design of the project.

Geotechnical Investigation
CONSULANT shall prepare a geotechnical investigation at the project site to identify existing soil conditions, evaluate pertinent physical properties of the soils encountered and to develop guideline recommendations based on design capacity of existing soils for foundation and pavement design.

Preliminary Engineering
ENGINEER shall review OWNER's proposed development program and assist OWNER in developing a proposed budget, schedule, and project requirements. ENGINEER will attend a Project Kickoff Meeting with OWNER and stakeholders to discuss project alternatives.

OWNER shall provide ENGINEER with proposed design aircraft.

ENGINEER shall prepare exhibits describing airport planning criteria for aircraft access using design aircraft provided by OWNER, hangar dimensions, and aircraft door sizes and alternatives.

Attachment: CDBG Aircraft Packaging Hangar Rehab Project_NS Contract prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

Exhibit B

ENGINEER shall work with administrator on providing documents and exhibits to assist with the environmental document as required by the funding agency.

Construction Documents

ENGINEER shall prepare necessary design calculations, construction drawings, contract documents, and technical specifications for the project.

ENGINEER shall prepare construction drawings, contract documents, and technical specifications. Construction documents shall include Civil, Structural, Architectural, Electrical, and Mechanical drawings and specifications as required by the project scope.

ENGINEER shall prepare Construction Documents for review by OWNER at 60% and 90% progress completion. ENGINEER shall provide three (3) hard copies and one (1) electronic copy of each submittal. ENGINEER shall attend a progress review meeting with OWNER with each progress completion submittal. OWNER shall provide ENGINEER with comments for each progress submittal and shall submit construction documents to appropriate review / permitting agency.

ENGINEER shall prepare FAA submittals for the building height through the FAA OE AAA Online Portal.

ENGINEER shall provide 100% Bid Documents after addressing comments provided by OWNER to the 90% progress submittal.

Bidding

ENGINEER shall prepare bid package for the proposed project as outlined in the Mississippi Katrina Supplemental CDBG Program Application for the Aircraft Packaging Hangar Rehabilitation Project.

ENGINEER shall assist OWNER in preparation of a Notice to Contractors for advertisement of each bid package. Bid Packages are anticipated to run concurrently, with pre-bid meetings and bid openings occurring on the same day.

ENGINEER shall schedule and attend a pre-bid conference for each Bid Package to discuss the scope of the proposed work with interested bidders. ENGINEER shall respond to written questions from interested bidders and issue necessary addenda to the bid documents to make modifications and/or clarifications to the documents. ENGINEER shall tabulate and analyze bids received and issue a finding to OWNER regarding content of the bid packages received and apparent compliance with the requirements of the bid documents. OWNER shall make a final determination of the award, if any, of the projects.

Attachment: CDBG Aircraft Packaging Hangar Rehab Project_NS Contract prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

Exhibit B

Construction Phase

ENGINEER shall provide construction phase engineering services to support OWNER during construction of the project. Construction time for the project is anticipated to be twelve (12) months. This work shall include all basic services rendered after the award of the construction contract, including the following activities:

- Providing interpretations and clarifications of the Contract Documents to the OWNER during all phases of construction.
- Represent the OWNER at the preconstruction conferences.
- Attend bi-weekly progress meetings during the project to review the overall project schedule, weather or other unforeseen delays, work completed during the previous period, discuss work phasing and safety requirements for the upcoming period, and review test reports and estimated quantities.
- Engineer shall observe the work in progress periodically and provide reports to the OWNER.
- Review and approve shop drawings submitted by the Contractors for compliance with the design concept.
- Review, analyze, and approve laboratory testing reports of material and equipment used in the work.
- Prepare and negotiate change orders and supplemental agreements related to the original scope of work for construction.
- Observe or review performance tests required by the specifications.
- Review and approve periodic (monthly) requests for partial payment submitted by the Contractor for work performed.
- Make a substantial completion inspection and final inspection and prepare a punch list and report of work performed to the OWNER and Contractor.
- Receive and review "Record Drawings" from the Contractor and transmit them to the Airport.
- Other services as may be required by the provisions of the Prime Agreement.

Construction Phase Engineering services are based on a total construction contract time of 365 calendar days, plus 30 calendar days prior to construction for contracting and other pre-construction activities and 60 calendar days after contract time for final pay applications and construction closeout.

Attachment: CDBG Aircraft Packaging Hangar Rehab Project_NS Contract prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

Exhibit B

Resident Project Representation (RPR)

ENGINEER shall provide a Resident Project Representative (RPR) during construction. The estimated time for construction is 365 Calendar Days. ENGINEER anticipates providing RPR during critical periods of construction averaging 20 hours per week for the 365 Calendar Day Contract Time. If the Contractor elects to work multiple shifts or excessive overtime, ENGINEER reserves the right to request a supplemental agreement to provide RPR services during these periods of work. RPR services shall include the following services for those periods of time while on the site:

- On sight observation of critical (pouring of foundations, wall erection, pouring of concrete, earthwork, and construction of pavements.
- Observation of finish portions will be done based on completion of portions of work. Example: sheet rock installation, installation of plumbing fixtures, lighting installations, review of painting, ceiling installation, and other interior finishes.
- Coordination with the Engineer regarding quality of construction and Contractor's compliance with the contract documents.
- Prepare a report of daily construction activities performed while on site.
- Document quantities of materials.
- Examination of periodic requests for partial payment and confirmation of in place quantities.

Attachment: CDBG Aircraft Packaging Hangar Rehab Project_NS Contract prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

Exhibit C
NEEL-SCHAFFER, INC.
2022 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-8, P-9	Officer, Senior Engineer Manager or Survey Manager	$250.00
P-7	Engineer Manager/Professional IV	$225.00
P-6	Senior Project Manager/Professional III	$195.00
P-5	Project Manager/Professional II	$160.00
P-4	Professional I	$135.00
P-1, P-2, P-3	Professional Intern	$115.00
T-6	Senior Certified Engineering Technician	$150.00
T-5	Certified Engineering Technician/Supervisory Technician	$130.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	$115.00
T-3	Technician III/Inspector III//Survey Crew Chief	$105.00
T-2	Technician II/Inspector II/Survey Instrument Person	$90.00
T-1	Technician I/Inspector I/Survey Assistant	$80.00
T-1	Student Intern	$45.00
A-4	Senior Administrative	$90.00
A-3	Senior Clerical	$85.00
A-2	Clerical	$65.00
A-1	Assistant Clerical	$55.00
	Three-Member Survey Party	$205.00
	Two-Member Survey Party	$160.00
	One-Member Survey Party	$125.00

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

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

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	$0.56/mile

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

The hourly rates as shown on this rate schedule shall be subject to equitable adjustment on an annual basis due to increased costs and the rate of inflation.

Attachment: CDBG Aircraft Packaging Hangar Rehab Project_NS Contract prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

EXHIBIT D

PAYMENTS TO ENGINEER

1. BASIC SERVICES:

Owner will pay **ENGINEER** monthly for percentage completed of the lump sum for each task in the following amounts:

1.1	Engineering Design and Bidding	$205,080.00
1.2	Construction Phase Services	$159,920.00
	Total:	$365,000.00

Attachment: CDBG Aircraft Packaging Hangar Rehab Project_NS Contract prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

EXHIBIT E

PROJECT SCHEDULE

The time periods for performance of Basic Services specified in Section 1 are anticipated to be as indicated below:

1.1 Survey services is scheduled to be completed within six (6) weeks of the execution of this agreement.

1.2 Preliminary Design services is scheduled to be completed within three (3) months following the completion of the survey.

1.3 Environmental Review and Permitting is schedule to be completed within 18 months of the review of the Preliminary Design Document.

1.4 Final Design services is scheduled to be completed within three (3) months following **OWNER**'s receipt of the Permitting Documents.

1.5 Advertisement, Bidding, Award, and Notice to Proceed is scheduled to be completed within four (4) months.

1.6 Construction Contract and CEI services is scheduled for twelve (12) months

1.7 Project closeout services is scheduled for two (2) months

Attachment: CDBG Aircraft Packaging Hangar Rehab Project_NS Contract prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

EXHIBIT F
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client**. Neel Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

2. **Responsibility of Consultant**. Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client**. Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

   The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services**. If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

   In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.

5. **Designation of Authorized Representatives**. Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

6. **Ownership of Documents**. All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.

7. **Opinion of Costs**. When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.

8. **Changes or Delays**. In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

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9. **Suspension of Services**. Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.

10. **Termination**. This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

11. **Indemnification**. Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

    To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

12. **Legal Proceedings**. In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

13. **Successors and Assigns**. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

14. **Insurance**. Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:

    (a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
    (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;
    (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
    (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

    Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.

15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.

16. **Consequential Damages**. Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.

17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

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shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure**. Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. **Compliance with Laws**. To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.

20. **Invalid Terms**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.

21. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.

22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.

23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

24. **Amendment**. This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.

25. **Entire Understanding of Agreement**. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

27. **Nonwaiver**. No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

28. **Identity of Project Owner**. Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

29. **Conflicting Terms**. In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

30. **Course of Dealing**. Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

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other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

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SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

For the purpose of clarification, "Contracted Party" shall refer to the Subrecipient or Subgrantee and to all individuals, firms, companies, businesses, firms or related entities in relationship with it, contractual or otherwise, for this Contract.

1. Access of MDA, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow MDA, the State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives, at all reasonable times, access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Furthermore, the Contracted Party shall allow any of the aforesaid parties, at all reasonable times, access to any portion of the project in which the Contracted Party is involved until the completion of all close-out procedures respecting this grant.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party fails to fulfill in a timely, proper and satisfactory manner its obligations under this Contract, or if it violates any of the covenants, agreements, or stipulations of this Contract, MDA shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to MDA for damages sustained by virtue of any breach of the Contract by the Contracted Party. MDA may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due MDA from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

MDA may terminate this Contract any time by providing a written notice from MDA to the Contracted Party giving the effective date of the termination. If the Contract is terminated by MDA as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made, provided that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Changes

MDA may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the

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amount of the Contracted Party's compensation which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to this Contract.

5. Cost Overruns

The Contracted Party agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Contracted Party.

6. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of OMB Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

7. Records

The Contracted Party shall maintain all books, records, and other documents required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include, but not limited to, the following as applicable:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and,
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

8. Personnel

The Contracted Party represents that it has or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with MDA.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contracted Party shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the

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subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

10. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontractors working on this project, MDA shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by MDA for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

11. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to MDA for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

In operation of the project to which this grant relates, no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, national origin, age, disability, or political affiliation or belief.

Therefore, the Contracted Party will comply with the following clauses:

a) Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for

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which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

b) Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,

c) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party and any/all subcontractors will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3") and with the requirements of 24 C.F.R. Part 75.

Section 3 requires that, to the greatest extent feasible, employment and training opportunities arising in connection with the Section 3 project are provided to Section 3 workers within the area in which the project is located. Where feasible, the Contracted Party shall give priority for opportunities and training to Section 3 workers residing in the service area or in the neighborhood of the project and to participants in YouthBuild Programs.

Additionally, the Contracted Party shall, to the greatest extent feasible, ensure that contracts for work awarded in connection with this Section 3 project are provided to business concerns that provide economic opportunities to Section 3 workers. In the event that the Contracted Party enters into any subcontracts for work covered under this Contract, the Section 3 requirements applicable to the Contracted Party will also be applicable to its subcontractor(s).

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Health and Safety Standards

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All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

18. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

19. Compliance with the Mississippi Employment Protection Act

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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 Contracted Party agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contracted Party 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. The Contracted Party understands and agrees that any breach of these warranties may subject it 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 the Contracted Party 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, the Contracted Party would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

20. Compliance with the Mississippi Jobs First Initiative

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Jobs First Initiative, Senate Bill 2622 of the 2012 Mississippi State Legislature General Session (Section 31-5-37 Mississippi Code Annotated, as amended). The Initiative requires contractors that are awarded bids for public works projects that utilize funds received by State or local entities resulting from a federally declared disaster or a spill of national significance to register and list job opportunities with the Mississippi Department of Employment Security (MDES).

21. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of MDA. The Contracted Party shall be as fully responsible to MDA for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with all applicable regulatory provisions of this Contract.

22. Assignability

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The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of MDA provided that claims for money due or to become due the Contracted Party from MDA under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to MDA.

23. Code of Standards of Conduct

The Contracted Party will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

24. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

25. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

26. Interest of Contractor

The Contracted Party covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

27. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

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28. Use of Influence

The chief executive officer certifies, to the best of his or her knowledge and belief, that:

a) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The Contracted Party shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, Sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

29. Uniform Relocation Act Requirements

To the extent applicable, the Contracted Party will comply with all applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630), as amended, and the implementing regulations and related requirements (including the requirement to provide a certification that the recipient is following a residential anti-displacement and relocation assistance plan under Section 104(d)) of the Act).

30. Excessive Force

The Contracted Party will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

31. Architectural Barriers Act and Americans with Disabilities

The Contracted Party will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

32. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of $100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329). Therefore, the Contracted Party will:

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a) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 ("NEPA") and other provisions of law which further the purposes of NEPA, as set forth in the regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and

b) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the HUD Secretary pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

a) Consents to assume the status of a responsible federal official NEPA and other provisions of federal law, as specified in 24 CFR Part 58; and

b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under NEPA, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and

b) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

a) Focusing attention on the environment and health conditions in minority and low-income communities; and

b) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and

c) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

33. <u>Flood Insurance Purchase Requirements</u>

To the extent applicable, the Contracted Party agrees to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition

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purposes for use in any area that has been identified by the HUD Secretary as an area having special flood hazards. The phrase, "federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

34. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

35. Lead Based Paint

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

36. Program Monitoring

The Contracted Party agrees to assist and cooperate with the federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

37. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of MDA.

Attachment: CDBG Aircraft Packaging Hangar Rehab Project_NS Contract prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

Exhibit H

Appendix II to Part 200 –
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-

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Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as

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well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) § 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) ***See also § 200.471. Telecommunication costs and video surveillance costs.***

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in § 200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;

(2) Enter into a contract (or extend or renew a contract) to procure; or

(3) Obtain the equipment, services, or systems.

[85 FR 49570, Aug. 13, 2020]

(L) § 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the

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Exhibit H

United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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AGREEMENT FOR ENGINEERING SERVICES FOR TAXILANE SIERRA IMPROVEMENTS BY AND BETWEEN THE HANCOCK COUNTY BOARD OF SUPERVISORS AND NEEL-SCHAFFER, INC.

This AGREEMENT made this _____day of _____ 2022, by and between the Hancock County Board of Supervisors, hereafter called "OWNER", and Neel-Schaffer, Inc., hereafter called the "ENGINEER".

I. DESCRIPTION OF BASIC SERVICES:

OWNER intends to engage the ENGINEER to provide professional engineering services for the Taxilane Sierra Improvement project. A description of the project is described in Exhibit A – Project Description. The ENGINEER will comply with all requirements of Exhibit G – Special Provisions and Regulations Stipulated by the HUD CDBG Program.

Scope of Work for Professional Services: Professional services will be provided as detailed in Exhibit B. Taxiway improvements designed in accordance with appropriate Federal Aviation Standards.

PAYMENT FOR SERVICES

Compensation for professional services shall be in accordance with Exhibit D – Payments to the Engineer.

II. TERMS AND ACCEPTANCE

This AGREEMENT shall remain in effect until completion of project closeout. This AGREEMENT, along with the below listed exhibits represents the complete AGREEMENT between OWNER and ENGINEER and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Exhibit A – Project Description

Exhibit B – Scope of Work for Professional Services

Exhibit C – Rate Schedule

Exhibit D – Payments to the Engineer

Exhibit E – Project Schedule

Exhibit F – General Terms and Conditions

Exhibit G – Special Provisions and Regulations Stipulated by the HUD CDBG Program

Exhibit H – Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

HANCOCK COUNTY BOARD OF SUPERVISORS	**NEEL-SCHAFFER, INC.**
BY: _____	**BY:** _____
TITLE: _____	**TITLE:** Project Manager
DATE: _____	**DATE:** 11/17/2022

Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

EXHIBIT A

PROJECT DESCRIPTION

TAXILANE SIERRA IMPROVEMENTS

Taxilane Sierra is a critical component of Stennis International Airport's infrastructure. It accommodates some of the heaviest aircraft that operate at the airport. Following Hurricane Katrina, the taxilane and associated ramp areas accommodated cargo aircraft as well as ground operations including trailers and temporary buildings, which for months were the staging area for emergency personnel, equipment, and supplies. Those disaster relief and recovery efforts caused excessive wear and tear on the taxilane.

The project includes the rehabilitation of the existing Taxilane S pavements between Taxiway D and the north apron. Rehabilitation is planned for the full 100' nominal width of the taxilane as much of the taxilane width is used to access the adjacent parking apron. To provide uniformity and create additional useable pavement surface, the southernmost 180' of the taxilane will be widened from 60' to 100'. The project scope also includes infield grading improvements to alleviate poor existing surface drainage conditions and improvements to the current taxilane edge lighting system.

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Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

Exhibit B

Scope of Work for Professional Services

"Taxilane "S" Sierra"

1.0 General / Project Description

Taxilane Sierra is a critical component of Stennis International Airport's infrastructure. It accommodates some of the heaviest aircraft that operate at the airport. Following Hurricane Katrina, the taxilane and associated ramp areas accommodated cargo aircraft as well as ground operations including trailers and temporary buildings, which for months were the staging area for emergency personnel, equipment, and supplies. Those disaster relief and recovery efforts caused excessive wear and tear on the taxilane.

The project includes the rehabilitation of the existing Taxilane S pavements between Taxiway D and the north apron. Rehabilitation is planned for the full 100' nominal width of the taxilane as much of the taxilane width is used to access the adjacent parking apron. To provide uniformity and create additional useable pavement surface, the southernmost 180' of the taxilane will be widened from 60' to 100'. The project scope also includes infield grading improvements to alleviate poor existing surface drainage conditions and improvements to the current taxilane edge lighting system.

2.0 Design Criteria

The FAA classifies airports by the types of aircraft that use the airport. These classifications are used to develop design standards. The FAA classification system includes a Runway Design Group (RDG) and a Taxiway Design Group (TDG). The RDG consists of three components: a letter designation related to approach speed, a Roman Numeral designation related to wingspan, and a numerical designation related to approach visibility minimums.

FAA AC 150/5320-5D recommends a design storm frequency of a five (5) year storm event with no encroachment of runoff on to runway or taxiway pavements. However, local regulations should also be considered regarding quantity and quality of stormwater runoff.

The following FAA Advisory Circulars are expected to be used in design:

AC 150/5300-13A	Airport Design
AC 150/5320-5D	Airport Drainage Design
AC 150/5370-2G	Operational Safety on Airports During Construction
AC 150/5370-10H	Standards for Specifying Construction on Airports

3.0 Schematic Design

Schematic Design Services Not Included in this Scope of Work

4.0 Preliminary Design

4.1 Site Visit

CONSULTANT shall conduct a site visit to review existing conditions and work area limits.

4.2 Preliminary Analysis

CONSULTANT shall compare local regulations with FAA recommendations, prepare a preliminary project layout and opinion of probable cost for OWNER review and input.

4.3 Preliminary Design Meeting

CONSULTANT shall attend one onsite meeting with OWNER to review preliminary project data, establish design controls and methodology, and establish priorities for design and bid alternates. OWNER shall provide CONSULTANT with a proposed fleet mix for pavement design, including aircraft type and frequency.

4.4 Preliminary Engineering Report

CONSULTANT will develop and update the Preliminary Engineering Report to outline the design criteria and project considerations developed in the preliminary design phase. ENGINEER shall prepare a summary report of the alternatives considered and selected alternative in report format. The report shall contain the following information:

- Project Description
- Description of Existing Conditions
- Photographs
- Environmental Permitting Requirements
- Design Standards Analysis and Recommendations
- Preliminary Drainage Calculations and Methodology
- Geotechnical Report (if applicable)
- Opportunities for Recycling / Reuse of Materials
- Material / Contractor Availability
- Pavement Marking Requirements
- Airfield Guidance Sign Requirements
- Airfield Lighting Requirements
- FAA Facilities Requirements
- Airport Facilities and Navigational Aids
- Identification of FAA / Non-FAA work
- Identification of proposed Modifications to Standards
- Construction Schedule

Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

- Preliminary Opinion of Probable Cost

4.5 Deliverables

Deliverable	Format
Preliminary Engineer's Report	Electronic copy in Adobe (pdf) format.
Preliminary Opinion of Probable Cost	Electronic copy in Adobe (pdf) format.

5.0 Geotechnical Investigation

Perform geotechnical bores and geotechnical analyses to determine general subsurface conditions and parameters for final design of the Project. The **OWNER** recognizes that even a comprehensive sampling and testing program implemented by trained and experienced personnel with appropriate equipment may fail to detect certain hidden conditions. **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that the **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.

6.0 Topographic Survey

6.1 Project Area

OWNER shall provide CONSULTANT with existing mapping data related to underground utilities located within the project area. CONSULTANT, either through self-performance or through a SUBCONSULTANT, shall prepare a Topographic Survey of the project area.

6.2 Survey Control

A control survey is required to establish the primary and secondary control points. The horizontal datum used for all primary and secondary control shall be the North American Datum of 1983 (NAD 83) and use the latest adjustment of the NAD 83 control values, e.g., NAD 83 (2007). All coordinates will be reported in the Mississippi State Plane Coordinate System in either the East or West zones, as appropriate. The vertical datum will be the North American Vertical Datum of 1988 (NAVD 88). All records and documentation of the control work performed on the project shall be furnished as a deliverable.

6.2.1 Primary Control

A minimum of two primary control stations will be established by GPS survey observations. These stations shall be located within the airfield property, preferably outside of the anticipated work zone and limits of survey, and established and maintained for the horizontal and vertical control using the same permanent marks whenever practicable. The point identification of primary control points shall be permanently marked on the monument. For rod monuments this identification should be stamped on the cover ring. For disks, the identification should be applied to the disk.

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6.2.2 Secondary Control

Secondary additional control points shall be established either by GPS observations or conventional total station traverse procedures. Secondary controls shall be established at no more than 600' intervals along the survey on alternating sides. Secondary control points shall be numbered using a prefix and a sequential number system. The first secondary control point on a project should be numbered "CP-1" with subsequent points numbered in order. (CP-1, CP-2, CP-3, etc). This system is to be completely different from the system for primary control to make the type of control point readily apparent. This identification mark shall be applied permanently to the monument used for the point, but where this is not practical as a minimum the identification of the point should be clearly labeled on a stake placed near the point, by marking paint or other suitable means.

6.2.3 Maintenance and Reestablishment

The SUBCONSULTANT shall maintain all control points during preliminary survey work, and will re-establish the control points if damaged or destroyed one time prior to award of construction contract.

6.3 Preliminary Survey

The SUBCONSULTANT is responsible for notification and coordination with utility companies as necessary to ascertain an accurate location of all public and private utility infrastructure within the limits of the survey.

Topographic data shall be collected on all physical features within the survey limits including pavement, pavement end markers, pavement markings, drainage structures, signage, duct markers, lighting, utilities, etc. In addition to physical features, data shall be collected along all break lines (intersection of two planes) including but not limited to top or bottom of curb, bottom of ditch, top of ditch, shoulder line, pavement breaks and edge of pavement.

Cross Sections as required to establish a Digital Terrain Model will be collected at no further than 25 ft spacing, including all pavements and unpaved areas.

All topographic data shall conform to the accuracy as follows:

- Pavement grades - 0.05 ft. Horizontal and 0.02 ft. Vertical
- Ground and break line shots and other topographic features 0.20 ft. Horizontal and Vertical

Updating topographic survey and gathering supplemental survey data during preliminary and field review stages of plan development shall be responsibility of CONSULTANT.

Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

6.4 Staking

No staking will be required for points other than control points as described above. No control points located within the survey limits may be marked with monuments, stakes, etc. that extend more than 1½" above ground level.

6.5 Deliverables

All survey data shall be submitted electronically. Point code information shall be submitted with survey. AutoCAD is the electronic drafting package; the data shall be submitted in an AutoCAD compatible format. Line work for all topographic features shall be complete.

7.0 Construction Documents (Final Design)

7.1 Scope

CONSULTANT shall prepare final design, including necessary calculations, contract documents, technical specifications, construction drawings, opinion of probable cost, Construction Safety and Phasing Plan (CSPP), and Final Engineer's Report for an airport improvement project expected to include the referenced improvements.

As required by FAA, CONSULTANT shall prepare drainage calculations to determine if additional system capacity is required.

The project is expected to include:

- Milling of taxilane "S"
- Excavation and backfill of weak spot locations
- Demolition of pavement sections
- Various flexible pavement (asphalt) for final design
- Lighting improvements as necessary
- Stripping of taxilane
- Temporary and permanent erosion controls
- Development of Construction Safety and Phasing Plan

7.2 Construction Safety and Phasing

CONSULTANT shall coordinate with OWNER to determine requirements for aircraft access and develop a Construction Safety and Phasing Plan (CSPP) in accordance with FAA 150/5370-2G.

CONSULTANT shall upload the proposed CSPP to the FAA Obstruction Evaluation and Airspace Analysis (OE-AAA) Portal for review by FAA. The approved CSPP will be included in the Construction Documents.

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7.3 Reviews

CONSULTANT shall submit construction documents to OWNER at 90% completion. CONSULTANT shall attend a meeting to review and discuss OWNER comments for 90% submittal.

7.4 Construction Drawings

The following drawings are expected to be included in the Construction Drawings:

- Cover
- Index and Summary of Quantities
- General Notes
- Overall Site Plan
- Construction Safety Notes
- Construction Safety and Phasing Plans
- Construction Safety and Phasing Details
- Existing Conditions and Demolition Plans
- Erosion Control Plans
- Grading and Drainage Plan
- Drainage Plan and Profile Sheets
- Pavement Plan
- Pavement Plan and Profile
- Typical Section
- Drainage Details
- Striping Details
- Miscellaneous Details

8.5 Technical Specifications

CONSULTANT shall develop Technical Specifications for construction materials and methods using FAA AC 150/5370-10H, Standards for Specifying Construction on Airports. For construction items not included in this AC, CONSULTANT shall use MDOT standards or other acceptable standards to develop "Technical Supplements".

8.6 Contract Documents

CONSULTANT shall develop Contract Documents suitable for advertising the project for public bid. CONSULTANT shall use General Provisions found in FAA AC 150/5370-10H, Standards for Specifying Construction on Airports. In addition to the General Provisions and Technical Supplements, CONSULTANT shall develop the following:

- Notice To Contractors
- Instructions to Bidders
- Proposal Form

- Form of Bid Bond
- Form of Agreement
- Form of Payment Bond
- Form of Performance Bond
- Form of Insurance Certificate
- Form of Sponsor Attorney Certification
- Supplemental Safety Information
- Required Contract Provisions for Airport Improvement Program (AIP) Projects
- Mississippi Employment Protection Act
- Project Record Documents Requirements

7.7 Opinion of Probable Cost

CONSULTANT shall develop a final Opinion of Probable Cost based on the final design to establish a construction budget for the project.

7.8 Final Engineer's Report

CONSULTANT shall prepare a Final Engineer's Report based on the final design. The Engineer's Report shall contain an update of the items included in the Preliminary Engineer's Report.

7.9 Stormwater Pollution Protection Plan

CONSULTANT shall provide CONTRACTOR with required information to prepare a Small Construction Notice of Intent (SCNOI) for stormwater permitting in accordance with Mississippi Department of Environmental Quality (MDEQ) requirements.

7.10 Deliverables

Deliverable	Format
Contract Documents (90%)	3 hard copies (8 ½ x 11) and 1 electronic copy in Adobe (pdf) format.
Technical Specifications (90%)	3 hard copies (8 ½ x 11) and 1 electronic copy in Adobe (pdf) format.
Construction Drawings (90%)	3 hard copies (11 x 17) and 1 electronic copy in Adobe (pdf) format.
Contract Documents (Bid Set)	3 hard copies (8 ½ x 11) and 1 electronic copy in Adobe (pdf) format.
Technical Specifications (Bid Set)	3 hard copies (8 ½ x 11) and 1 electronic copy in Adobe (pdf) format.

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Construction Drawings (Bid Set)	3 hard copies (1-22 x 34 and 2-11 x17) and 1 electronic copy in Adobe (pdf) format.
CSPP	FAA OE AAA Submittal and 1 electronic copy in Adobe (pdf) format
Final Engineer's Report	3 hard copies (8 ½ x 11) and 1 electronic copy in Adobe (pdf) format.
Opinion of Probable Cost	3 hard copies (8 ½ x 11) and 1 electronic copy in Adobe (pdf) format.

8.0 Bidding

The work included in this phase includes the preparation of the necessary documents to assist OWNER to secure bids for construction of the project. CONSULTANT will schedule and attend a pre-bid conference to discuss the scope of the proposed work with interested bidders. CONSULTANT will also respond to written questions from prospective bidders and issue necessary addenda to the contract documents to make modifications and/or clarifications to the documents. CONSULTANT will tabulate and analyze bids received and issue a letter of findings to OWNER regarding the award of the contract.

9.0 Construction Phase Engineering

This phase of work shall include all basic services rendered after the award of a construction contract, including (but not limited to) the following activities:

- Providing consultation and advice to the OWNER during all phases of construction.
- Represent the OWNER at the preconstruction conference.
- Issue a written Notice-to-Proceed letter to the CONTRACTOR.
- Inspect the work in progress periodically (average of weekly or as required by site conditions) and providing appropriate reports to the OWNER.
- Attend weekly progress meetings with CONTRACTOR and OWNER.
- Review and approve submittals and shop drawings submitted by the CONTRACTOR for compliance with the design concept/contract documents.
- Coordinate with airfield utility owners (Maintenance, FAA, ANG, etc.).
- Review, analyze, and approve laboratory testing reports of material and equipment used in the work.
- Prepare and negotiate change orders and supplemental agreements related to the original scope of work for construction.
- Observe or review performance tests required by the specifications.

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- Prepare FAA Construction Progress and Inspection Reports weekly and provide to OWNER.
- Respond to all Request for Information Forms (RFIs) received from CONTRACTOR during the construction period.
- Issue Field Orders periodically to CONTRACTOR for minor changes in the scope of work.
- Review and compile a record of all Certified Payrolls received from CONTRACTOR and all SUBCONTRACTORS for compliance with the contract documents.
- Review and approve periodic (monthly) requests for partial payment submitted by the CONTRACTOR for work performed. Based on the scope of work for construction and the contract time, it is anticipated that the ENGINEER will review and approve up to three (3) requests for partial payment and one (1) request for final payment.
- Make a substantial completion and final completion inspection and prepare a punch list and report of work performed to the OWNER and CONTRACTOR.
- Prepare Project Closeout Package in accordance with Mississippi Katrina Supplemental CDBG Program.
- Review record drawings prepared by the CONTRACTOR and submit one hard copy and pdf copy to the OWNER.

Construction phase services are based on a construction contract time of 270 consecutive calendar days.

10.0 Resident Project Representation (RPR)

CONSULTANT will provide an on-site representative (RPR) during the 270 consecutive calendar day construction period. RPR services shall include the following services for those periods of time while on the site:

- Observation of construction.
- Prepare a report of daily construction activities performed while on site.
- Prepare MDOT and/or FAA reports of construction activities.
- Examine periodic requests for partial payment and confirmation of in-place quantities.
- Perform periodic employee interviews for conformance with minimum required wage rates established in the contract documents.

11.0 Quality Assurance Testing

CONSULTANT shall provide Quality Assurance Testing of construction materials during construction as required by the Technical Specifications and FAA.

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12.0 Exclusions

The following items are specifically excluded from the Scope of Work:

- Other services not specifically included in the Scope of Work

Exhibit C
NEEL-SCHAFFER, INC.
2022 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-8, P-9	Officer, Senior Engineer Manager or Survey Manager	$250.00
P-7	Engineer Manager/Professional IV	$225.00
P-6	Senior Project Manager/Professional III	$195.00
P-5	Project Manager/Professional II	$160.00
P-4	Professional I	$135.00
P-1, P-2, P-3	Professional Intern	$115.00
T-6	Senior Certified Engineering Technician	$150.00
T-5	Certified Engineering Technician/Supervisory Technician	$130.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	$115.00
T-3	Technician III/Inspector III//Survey Crew Chief	$105.00
T-2	Technician II/Inspector II/Survey Instrument Person	$90.00
T-1	Technician I/Inspector I/Survey Assistant	$80.00
T-1	Student Intern	$45.00
A-4	Senior Administrative	$90.00
A-3	Senior Clerical	$85.00
A-2	Clerical	$65.00
A-1	Assistant Clerical	$55.00
	Three-Member Survey Party	$205.00
	Two-Member Survey Party	$160.00
	One-Member Survey Party	$125.00

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

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

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	$0.56/mile

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

The hourly rates as shown on this rate schedule shall be subject to equitable adjustment on an annual basis due to increased costs and the rate of inflation.

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EXHIBIT D

PAYMENTS TO ENGINEER

1. BASIC SERVICES:

Owner will pay **ENGINEER** monthly for percentage completed of the lump sum for each task in the following amounts:

1.1	Engineering Design and Bidding		$112,000.00
1.2	Construction Phase Services		$115,500.00
		Total	$227,500.00

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EXHIBIT E

PROJECT SCHEDULE

The time periods for performance of Basic Services specified in Section 1 are anticipated to be as indicated below:

1.1 Survey, Geotechnical Investigation, and Preliminary Design services is scheduled to be completed within 2 months of the execution of this agreement. Final design and the **ENGINEER's** documentation and opinion of probable construction costs submitted within 18 months of the execution of this **Agreement.**

1.2 Final Design services is scheduled to be completed within one (1) months following **OWNER**'s review of Preliminary Design document.

1.3 Advertisement, Bidding, Award, and Notice to Proceed is scheduled to be completed within three (3) months.

1.4 Construction Contract and RPR services is scheduled for nine (9) months

1.5 Project closeout services is scheduled for two (2) months

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EXHIBIT F
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client**. Neel Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

2. **Responsibility of Consultant**. Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client**. Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

   The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services**. If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

   In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.

5. **Designation of Authorized Representatives**. Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

6. **Ownership of Documents**. All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.

7. **Opinion of Costs**. When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.

8. **Changes or Delays**. In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

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EXHIBIT F
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services**. Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.

10. **Termination**. This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

11. **Indemnification**. Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

    To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

12. **Legal Proceedings**. In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

13. **Successors and Assigns**. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

14. **Insurance**. Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:

    (a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
    (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;
    (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
    (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

    Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.

15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.

16. **Consequential Damages**. Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.

17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

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EXHIBIT F
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure**. Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. **Compliance with Laws**. To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.

20. **Invalid Terms**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.

21. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.

22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.

23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

24. **Amendment**. This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.

25. **Entire Understanding of Agreement**. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

27. **Nonwaiver**. No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

28. **Identity of Project Owner**. Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

29. **Conflicting Terms**. In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

30. **Course of Dealing**. Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

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other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

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EXHIBIT G

SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

For the purpose of clarification, "Contracted Party" shall refer to the Subrecipient or Subgrantee and to all individuals, firms, companies, businesses, firms or related entities in relationship with it, contractual or otherwise, for this Contract.

1. Access of MDA, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow MDA, the State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives, at all reasonable times, access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Furthermore, the Contracted Party shall allow any of the aforesaid parties, at all reasonable times, access to any portion of the project in which the Contracted Party is involved until the completion of all close-out procedures respecting this grant.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party fails to fulfill in a timely, proper and satisfactory manner its obligations under this Contract, or if it violates any of the covenants, agreements, or stipulations of this Contract, MDA shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to MDA for damages sustained by virtue of any breach of the Contract by the Contracted Party. MDA may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due MDA from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

MDA may terminate this Contract any time by providing a written notice from MDA to the Contracted Party giving the effective date of the termination. If the Contract is terminated by MDA as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made, provided that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Changes

MDA may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the

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amount of the Contracted Party's compensation which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to this Contract.

5. Cost Overruns

The Contracted Party agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Contracted Party.

6. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of OMB Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

7. Records

The Contracted Party shall maintain all books, records, and other documents required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include, but not limited to, the following as applicable:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and,
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

8. Personnel

The Contracted Party represents that it has or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with MDA.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contracted Party shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the

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subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

10. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontractors working on this project, MDA shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by MDA for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

11. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to MDA for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

In operation of the project to which this grant relates, no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, national origin, age, disability, or political affiliation or belief.

Therefore, the Contracted Party will comply with the following clauses:

a) Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for

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which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

b) Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,

c) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party and any/all subcontractors will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3") and with the requirements of 24 C.F.R. Part 75.

Section 3 requires that, to the greatest extent feasible, employment and training opportunities arising in connection with the Section 3 project are provided to Section 3 workers within the area in which the project is located. Where feasible, the Contracted Party shall give priority for opportunities and training to Section 3 workers residing in the service area or in the neighborhood of the project and to participants in YouthBuild Programs.

Additionally, the Contracted Party shall, to the greatest extent feasible, ensure that contracts for work awarded in connection with this Section 3 project are provided to business concerns that provide economic opportunities to Section 3 workers. In the event that the Contracted Party enters into any subcontracts for work covered under this Contract, the Section 3 requirements applicable to the Contracted Party will also be applicable to its subcontractor(s).

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Health and Safety Standards

Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

18. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

19. Compliance with the Mississippi Employment Protection Act

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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 Contracted Party agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contracted Party 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. The Contracted Party understands and agrees that any breach of these warranties may subject it 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 the Contracted Party 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, the Contracted Party would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

20. Compliance with the Mississippi Jobs First Initiative

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Jobs First Initiative, Senate Bill 2622 of the 2012 Mississippi State Legislature General Session (Section 31-5-37 Mississippi Code Annotated, as amended). The Initiative requires contractors that are awarded bids for public works projects that utilize funds received by State or local entities resulting from a federally declared disaster or a spill of national significance to register and list job opportunities with the Mississippi Department of Employment Security (MDES).

21. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of MDA. The Contracted Party shall be as fully responsible to MDA for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with all applicable regulatory provisions of this Contract.

22. Assignability

Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of MDA provided that claims for money due or to become due the Contracted Party from MDA under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to MDA.

23. Code of Standards of Conduct

The Contracted Party will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

24. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

25. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

26. Interest of Contractor

The Contracted Party covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

27. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

28. Use of Influence

The chief executive officer certifies, to the best of his or her knowledge and belief, that:

a) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The Contracted Party shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, Sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

29. Uniform Relocation Act Requirements

To the extent applicable, the Contracted Party will comply with all applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630), as amended, and the implementing regulations and related requirements (including the requirement to provide a certification that the recipient is following a residential anti-displacement and relocation assistance plan under Section 104(d)) of the Act).

30. Excessive Force

The Contracted Party will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

31. Architectural Barriers Act and Americans with Disabilities

The Contracted Party will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

32. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of $100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329). Therefore, the Contracted Party will:

Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

a) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 ("NEPA") and other provisions of law which further the purposes of NEPA, as set forth in the regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and

b) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the HUD Secretary pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

a) Consents to assume the status of a responsible federal official NEPA and other provisions of federal law, as specified in 24 CFR Part 58; and

b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under NEPA, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and

b) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

a) Focusing attention on the environment and health conditions in minority and low-income communities; and

b) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and

c) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

33. Flood Insurance Purchase Requirements

To the extent applicable, the Contracted Party agrees to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition

Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

purposes for use in any area that has been identified by the HUD Secretary as an area having special flood hazards. The phrase, "federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

34. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

35. Lead Based Paint

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

36. Program Monitoring

The Contracted Party agrees to assist and cooperate with the federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

37. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of MDA.

Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

Exhibit H

Appendix II to Part 200 –
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-

Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as

Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) § 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) ***See also § 200.471. Telecommunication costs and video surveillance costs.***

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in § 200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;

(2) Enter into a contract (or extend or renew a contract) to procure; or

(3) Obtain the equipment, services, or systems.

[85 FR 49570, Aug. 13, 2020]

(L) § 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the

Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

Exhibit H

United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Attachment: CDBG Taxilane Sierra Improvements Project_NS Contract (002) prepared 11 18 22 (11689 : Approve Neel Schaffer contract for

Mississippi Department of Public Safety

Office of Homeland Security

Quarterly Programmatic Report

Date Received by MOHS: _____

Date:	7/25/2022
Grant Award Number:	20ES23
Funding Source:	
Organization:	HANCOCK COUNTY BOARD OF SUPERVISORS
Project Manager:	JASON BANS
Telephone:	228-467-0172
Email:	jason.bans@co.hancock.ms.us

Please check the box of the quarterly reporting period and fill in the year

☐ **Oct 1 - Dec 31**	
☐ **Jan 1 - Mar 31**	
☐ **Apr 1 - Jun 30**	
☑ **Jul 1 - Sep 30**	2022
Is this a FINAL/CLOSE OUT report for this grant?	☐ Yes ☑ No
If yes, enter the amount of unspent funds being returned to MOHS:	
If yes, is the Property Control Form attached? (If applicable)	☐ Yes ☐ No

Attachment: Q3 2022 Report (11661 : Spread Q3 2022 Quarterly Report for 20ES23)

Mississippi Department of Public Safety

Office of Homeland Security

1. What percentage of funds have been encumbered or expended to date?	88% Final invoice will be paid 12/05/2022

2. List milestones from your approved application and give a status update toward achievement of each milestone.

Milestone #1:	**Status #1:**
Procure Equipment	Software has been procured and received.
Milestone #2:	**Status #2:**
Install Hardware	Software is deployed and testing has begun.
Milestone #3:	**Status #3:**
Run/Test Operations	Testing has began
Milestone #4:	**Status #4:**
Implement Equipment	Software is deployed and operational on 100% of workstatic

3. Do you anticipate any changes/modifications to the original objectives? If yes, will these changes/modifications prevent your jurisdiction from completing this project within the approved grant performance period?	No changes or modifications.

Attachment: Q3 2022 Report (11661 : Spread Q3 2022 Quarterly Report for 20ES23)

Mississippi Department of Public Safety

Office of Homeland Security

4. List any jurisdictional changes for authorized persons involved in completing this project. This would include Project/Program Managers, Finance Staff, etc.	**None**
5. Grant Funded Training/Exercise:	**(Please complete this section if applicable)**
5. A. List the number of employees who have completed NIMS training, including the course number.	**Course #**
5. B. Describe any approved preparedness exercises that your jurisdiction held during the reporting period. Confirm that your agency has utilized the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) toolkit. If applicable, please visit the HSEEP toolkit link https://hseep.dhs.gov/pages/1001_HSEEP7.aspx.	
5. C. Describe any other approved training undertaken by your jurisdictional staff during the reporting period. Confirm your agency utilized the training approval procedure and request form.	
5. D. Describe in detail how any approved training conducted using HSGP funds addresses a performance gap.	

For MOHS Use Only

Grants Reporting Officer signature:	
Date:	
Comments:	

Attachment: Q3 2022 Report (11661 : Spread Q3 2022 Quarterly Report for 20ES23)

FY 2023

Emergency Medical Services Operating Fund (EMSOF)

Grant Application

Hancock County, $28084

This application must be returned to:

Mississippi State Department of Health
Bureau of Emergency Medical Services
P. O. Box 1700
Jackson, Mississippi 39215-1700
Attn: EMSOF Grant Administrator

No later than: **5:00 PM, November 11, 2022** extended to December 9th

phone call v
per Elaine
Dept. of H

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Mississippi Emergency Medical Services Operating Fund

Application for Financial Assistance

Step 1: Applicant Information

Applicant

Name: Hancock County

Address: 854 Hwy 90 Suite A

City: Bay St. Louis, MS 39520

Phone: ~~228-395-1502~~ **Fax:** 228-467-2691

MAGIC Vendor #

List any changes or additional information below:

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: 228-467-6012 **Fax:** _____

_____

Authorized Agent

(Must be County Chancery Clerk, County President Board of Supervisors, County Administrator, City Mayor, Executive Director EMS District)

Name: ~~Mr. Eddie Favre~~

Address: 854 Hwy 90 Suite A

City: Bay St. Louis, MS 39520

Phone: ~~228-395-1502~~ **Fax:** 228-467-2691

Title: County Administrator *BOS

Email: ~~eddie.favre@co.hancock.ms.us~~

Name: Jimmie Ladner (County Administrator)

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: 228-395-1571 **Fax:** _____

Title: _____

Email: jimmie.ladner@co.hancock.ms.us

Current EMS Provider(s):

Primary 911 EMS Agency/ies: AMR

EMS Agency Contact: Rick Fayard

EMS Agency Email: rick.fayard@amr.net

AMR

Dana Thrower

Dana.Thrower@gmr.net

(Please note any changes on the right hand side of the page. Attach necessary documentation.)

Grant Amount: $ 28084

Hancock County

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Mississippi Emergency Medical Services Operating Fund

Step 2: Local Budgetary Accounting for 2022

Describe what was spent in local dollars (*not* grant dollars) on local EMS last fiscal year.

Attach a copy of the governmental unit printout for **actual** expenses (Local) **paid** for subsidizing/operating emergency medical services during fiscal year 2022. Example: AAAA County pays BBB Ambulance Service $100,000.00 per year in subsidy to operate the ambulance service in AAAA County. You would send the printout of the account that shows the $100,000.00 subsidy was paid.

There may be more than one account for subsidizing/operating emergency medical services. Attach copies of all funds expended on emergency medical services by this governmental unit. This is not your budget or grant-fund purchase items, but instead local governmental unit dollars.

Amount spent in local dollars in FY2022: $ 6,920.00

Grant Amount: $28084

Hancock County

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Mississippi Emergency Medical Services Operating Fund

Step 3: Local Proposed Budget for 2023

Describe what is projected to be spent in local dollars (*not* grant dollars) on local EMS this fiscal year.

Attach a copy of your Current Year budget printout for **projected** expenses for subsidizing/operating emergency medical services in current fiscal year.

*There may be more than one account for subsidizing/operating emergency medical services. Attach copies of all funds projected to be expended on emergency medical services by this governmental unit. This is not your proposed budget for grant-fund purchase items, but instead **local governmental dollars**.*

Amount projected to be spent in local dollars in FY 2023: $ 16,920.00

Grant Amount: $28084
Hancock County

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

YTD Available Budget Report

Account Number	Account Desc	Original Budget	Transfers	Revised Budget	YTD Actuals	Encumbrances	Available Budget	% Used
001 GENERAL FUND		6,920.00	0.00	6,920.00	0.00	0.00	6,920.00	0.00 %
001240 AMB SVCS		**6,920.00**	**0.00**	**6,920.00**	**0.00**	**0.00**	**6,920.00**	**0.00 %**
240 AMBULANCE SERVICES		**6,920.00**	**0.00**	**6,920.00**	**0.00**	**0.00**	**6,920.00**	**0.00 %**
001240 5599	OTHER CONT	6,920.00	0.00	6,920.00	0.00	0.00	6,920.00	0.00%
	Grand Total:	6,920.00	0.00	6,920.00	0.00	0.00	6,920.00	0.00 %

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Mississippi Emergency Medical Services Operating Fund

Step 4: Grant Budget Narrative

On the following pages, describe what is planned to be spent in grant dollars on local EMS this fiscal year.

This is not a narrative of your total budget, just how you intend to spend the grant monies. Only the items to be paid for by this grant should be listed. Each item to be purchased or paid for must be listed with an estimated cost. Indicate how each purchase will be an improvement/enhancement to the government EMS units.

The following is an example.

1. Personnel Expenses - EMSOF may only be used to pay payroll and benefit differential pay for governmental units for the first year that a governmental unit improves its' level of ambulance service licensure (i.e., BLS to ALS), staff travel to BEMS approved training opportunities, and tuition for BEMS approved training opportunities. (Go to Page 6 to complete)
2. Contractual Services - Itemize all individual contracts and justify the services provided. (This is where payments to EMS Districts would be justified and listed.) (Go to Page 7 to complete)
3. Commodities - Categorize and give cost of all supplies. You may not purchase supplies for which you bill patients with grant funds. (Go to Page 8 to complete)
4. Equipment - List each non-expendable item to be purchased as shown: • Justify how each item of equipment relates to EMS activities. • Explain what steps you have taken or will take to insure that you receive the best value for least cost, consistent with state and federal purchasing regulations. (Go to Page 9 to complete)
5. Capital Outlay other than Equipment - EMSOF may be used to purchase capital outlay items that improve local Emergency Medical Services. Explain and justify all cost to be incurred and the relationship to EMS activities. (Example: Building a new station to offer better coverage of the county…) (Go to Page 10 to complete)
6. Escrow - Funds may only be escrowed for up to three (3) years. After the three (3) years, the funds must be expended before escrow of funds can occur again. Please provide a brief explanation of how these funds will be used at the end of the three (3) years and/or justification for escrowing these funds. (Go to Page 11 to complete)
7. Other - Any purchase listed under this caption must be approved by the Emergency Medical Services Advisory Council. (Go to Page 12 to complete)

Grant Amount: $28084
Hancock County

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Deadline: BEMS by 5 p.m. November 11, 2022

Mississippi Emergency Medical Services Operating Fund

1. Personnel Expenses

Training (*Must be BEMS Approved Course or CEUs*)

Name of Training	CEU Hrs	# Students	Tuition Amount	Total
			$	$
			$	$
			$	$
			$	$
			$	$

Travel

Name of Training	Location	Lodging/Meals	Millage	Total
		$	$	$
		$	$	$
		$	$	$

Personnel

License # _____ (improves level of service licensure)

Cost: $ _____

Payroll & Benefits (Differential only for first year of upgrade, i.e., BLS to ALS)

_____

_____

_____

Grant Amount: $28084
Hancock County

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Deadline: BEMS by 5 p.m. November 11, 2022

Mississippi Emergency Medical Services Operating Fund

2. Contractual Services

☐ **EMS District Dues** (To be paid for with Current grant funds.)

Name of EMS District: _____

Attach documentation showing approval in accordance with Miss Code 41-59-53.

Cost: $ _____

☐ **Other:** _____

Cost: $ _____

Justification Narrative:

_____

_____

_____

_____

_____

_____

_____

_____

Grant Amount: $28084

Hancock County

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Mississippi Emergency Medical Services Operating Fund

3. Commodities

Non-Disposable Supplies Only.

Item Description	Quantity	Amt Each	Total

Below, provide description on how the above listed purchases will improve the local EMS agency. All commodities must be utilized for direct patient care.

Grant Amount: $28084
Hancock County

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Mississippi Emergency Medical Services Operating Fund

4. Equipment

Item Description	Quantity	Amt Each	Total

Below, provide description on how the above listed purchases relate to and benefits EMS activities and will improve the local EMS agency. All equipment must be utilized for direct patient care.

_____

_____

_____

_____

If this equipment is a response truck, ATV, etc., provide the Mississippi licensed EMS agency name/contact information that will permit and house this vehicle.

_____

Provide detailed training plan for this equipment.

_____

_____

_____

_____

How did you ensure you received best value for least cost (while following State and federal purchasing regulations).

_____

_____

_____

Grant Amount: $ 28084
Hancock County

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Mississippi Emergency Medical Services Operating Fund

5. Capital Outlay other than Equipment

Item: _____ **Cost: $** _____

Justification:

Grant Amount: $ 28084
Hancock County

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Deadline: BEMS by 5 p.m. November 11, 2022

Mississippi Emergency Medical Services Operating Fund

6. Escrow **Amount to be escrowed from this grant only: $** 28,084

Please provide a brief explanation of how FY 2022 funds will be used and/or justification for escrowing these funds.

Hancock County intends to Escrow the FY 2023 Funds.

* $48,500.00 of FY20 & FY21 will be paid on November 21, 2023. Building of the shed was later than anticipated due to supply chain issues. The shed is complete now, we're waiting for the next Board meeting for the docket to be approved for payment.

Escrow funds are to be escrowed for three years. On the fourth year's grant application, all escrowed funds and the current year's funds must be expended no later than September 30 of that grant year.

Example: Purchasing a new ambulance or radio system that cost more than your grant amount.

Radio = $10,000.00

Grant Year 1 = $3,000.00
Grant Year 2 = $3,000.00
Grant Year 3 = $3,000.00
Total Escrow = $9,000.00

Current Grant Year = $3,000.00

Must expend a total of $12,000.00 (Total Escrow + Current Grant Year)

Grant Amount: $ 28084
Hancock County

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Mississippi Emergency Medical Services Operating Fund

7. Other **Cost: $_____**

Any purchase listed under this option must be approved by the Emergency Medical Services Advisory Council. Provide a detailed justification for how this item will be used to enhance EMS direct patient care.

Grant Amount: $ 28084
Hancock County

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Deadline: BEMS by 5 p.m. November 11, 2022

Mississippi Emergency Medical Services Operating Fund

Step 5: Annual Expenditure Report for EMSOF Previous Years

The annual expenditure report is a financial summary of the previous year's EMSOF award and/or previous funds escrowed. This report must be completed and returned with all other sections of this new application. **No new awards can be granted until this report is completed and signed.**

Our records indicate that $26735 was awarded in 2022.

Attach copies of receipts for all expenditures made during FY 2022.

Example 1: You were awarded $5,000.00 last year to purchase an external defibrillator, attach receipt(s) for at least $5,000.00 of the external defibrillator.

- If you spent more, no additional documentation is needed.
- If you spent less, a letter of modification is required.
- Attach training documentation (roster, sign in sheet, agenda, objectives, etc.)

Example 2: You are purchasing a new ambulance that costs more than your grant amount.
Ambulance = $80,000.00

- If you spent more, no additional documentation is needed.
- If you spent less, a letter of modification is required.
- All purchases of EMS vehicles of any type must include copy of title with receipts.

Example 2:
Grant Year 1 = $5,000.00
Grant Year 2 = $5,000.00
Grant Year 3 = $5,000.00
Total Escrow = $15,000.00

Last Year's Grant = $5,000.00

You must have expended the entire amount of $20,000 for the purchased of an ambulance.

(Receipts for Escrow Funds must be attached to the Escrow Reporting Page 14.)

All grant funds must be placed in an interest bearing account. Prior grant awards not expended by September 30 of the award year **must be returned to the State.**

I, the undersigned, attest to the fact that I have expended funds as per the previous grants or I have submitted in writing prior approval to amend the previous grant(s), and that the figures found in the above Annual Expenditure Report for EMSOF Previous Years are correct.

Signature: _____ **Date:** 11/9/22

(Eddie Favre or Comptroller must sign)
Jennifer Ladner
Grant Amount: $ 28084
Hancock County

Deadline: BEMS by 5 p.m. November 11, 2022

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Mississippi Emergency Medical Services Operating Fund

If you currently have grant funds in escrow, you must complete this section.
Use this form to indicate monies previously awarded that have been escrowed for an identified large purchase. (Example: Purchasing a new ambulance or radio system that cost more that your grant amount.) **Escrow funds are meant to be escrowed for three years. On the fourth year's grant application, all escrowed funds and the current year's funds must be expended no later than September 30 of that grant year.**

Current Escrow Balance, including interest:

	Escrow Amount	Interest Earned	Total with Interest
FY 2019	$	$	$
FY 2020	$ 26,975.62	$ 10.79	$ 26,986.41
FY 2021	$ 26,933.17	$ 10.69	$ 26,943.86
FY 2022	$ 28,084.00	11.23	28,095.23
Total for FY'19, FY'20, FY'21, & FY '22			$ 82,025.50

If funds escrowed prior to FY 2019 are still in escrow, these funds must be expended immediately (within 30 days) or returned to the State Department of Health. This grant application will be placed on hold until proof of compliance is submitted and approved.

Grant Amount: $ 28084
Hancock County

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Mississippi Emergency Medical Services Operating Fund

Contract for Supplemental Emergency Medical Services

For the purposes of providing expanded emergency medical services, and in consideration for the mutual covenants contained herein, it is hereby agreed by and between **Hancock County** (hereinafter referred to as the grantee) and the Emergency Medical Services Program of the Mississippi State Department of Health (hereinafter referred to as the Department) as follows:

The Grantee agrees that:

1. Funds received from the Department will be used for the provision of emergency medical services within the Grantee's district in accordance with the specifications set forth in the application and hereby incorporated into and made a part of the contract.

2. Funds received from the Department pursuant to this contract shall be used solely in addition to existing annual emergency medical budgets of the Grantee.

3. The Grantee will maintain its present level of funding for existing emergency medical services throughout the contract. If you are a continuing recipient of grant funds, you must spend => the previous year reported amount.

4. No funds received from the Department shall be used for the payment of any attorney's fees.

5. Financial and progress reports will be submitted by the Grantee to the Department on an annual basis or as requested by the Department. The annual reports for the previous year's funds must be submitted to the Department as part of this application.

6. Emergency medical services will be delivered in compliance with the licensing requirements and regulations of the Department.

7. The Grantee agrees to permit reasonable program review and evaluation by the Department, to provide access to its records, and to cooperate in any other reasonable request for program information.

The Department agrees that:

1. Funds appropriated to the Department for the Emergency Medical Services Operating Fund shall be distributed to Grantee for the support of emergency medical services.
2. The Grantee shall receive funds equal to Grantee's proportionate share of the Emergency Medical Services Operating Fund based on its general population in relation to the total population of the state.

It is mutually agreed by both parties:

1. This contract shall commence on **October 1, 2022** and remain in effect until **September 30, 2023.**
2. Funds shall be disbursed to the Grantee in a single payment before **June 1, 2023.**
3. The distribution of funds is subject to the receipt of same from the Emergency Medical Services Operating Fund.

Signed	
Applicant/Grantee *(Eddie Favre)*	**Date:** 11/9/22
Applicant/Grantee *(Rick Fayard)*	**Date:** 11-8-22
For State Department of Health Use Only	
Director, Emergency Medical Services	**Date:**
Director, Emergency Planning & Response	**Date:**
Director, Health Protection	**Date:**
CFO, MSDH	**Date:**

Deadline: BEMS by 5 p.m. November 11, 2022

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Mississippi Emergency Medical Services Operating Fund

Grant Recap Sheet

Checklist

- ☐ Authorized Agent and EMS Operations Manager attended Grantee Meeting.
- ☐ All contact information on page 2 has been verified or any changes noted.
- ☐ Official budget has been attached to page 3.
- ☑ Official proposed budget has been attached to page 4.
- ☑ Grant Narrative (Pages 6-10) have all been completed as needed to avoid any processing delay of your application.
- ☑ Escrow (Page 11) amount listed is for use of proposed grant funds only. No local dollars.
- ☐ Annual Expenditure Report (page 13) has all receipts, vehicle titles and letters of modification attached.
- ☑ Annual Expenditure Report (page 13) has been signed by the comptroller or authorized agent.
- ☑ Escrow Report Page (page 14) is completed and all funds are reported appropriately. Include interest as a separate entry.
- ☑ All grants funds are being deposited in an interest bearing account with the authorized agent.
- ☑ Contract page is signed by Authorized Agent (County Administrator, President of the Board of Supervisors, Chancery Clerk, Mayor, President EMS District).
- ☑ Contract page is signed by primary 911 EMS Agency or Agencies authorized contact (Operations Manager).
- ☑ **Do Not Expend** any grant funds until they are received by the authorized governmental agency.

Return the application by 5:00 p.m. November 12, 2022:

Mississippi State Department of Health
Bureau of Emergency Medical Services
ATTN: EMSOF Grant Administrator
P. O. Box 1700
Jackson, Mississippi 39215-1700

Should you have any questions regarding this application or the EMSOF program, please contact: **EMSOF Grant Administrator at 601-576-7380.**

Grant Amount: $ 28084
Hancock County

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Deadline: BEMS by 5 p.m. November 11, 2022

Mississippi Emergency Medical Services Operating Fund

Grant Amount: $ 28084
Hancock County

For Department Use Only: (Do not write on this page)

Review	BEMS	OEPR	HP
Comments	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Date Returned	____/____/____	____/____/____	____/____/____

Grant Administrator Recommendations (Please initial.)

_____ Full approval
_____ Approval with budget modifications
_____ Conditional approval
_____ Non-approval
_____ Referral to EMS Advisory Council
_____ Comments: _____

Date and subject of any additional communications with applicant

Date:	**Subject:**
_____	_____
_____	_____
_____	_____
_____	_____

Proposed use of funds:

$ _____	Personnel/Training	$ _____	Ambulance
$ _____	Regionalization (_____District)	$ _____	ALS Expenditures
$ _____	Commodities	$ _____	Communications
$ _____	BLS Equipment	$ _____	First Response
$ _____	Escrow	$ _____	Other

M#: 3100025948

Notes	Notes	Recipient	Escrow Notes

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Deadline: BEMS by 5 p.m. November 11, 2022

March 22, 2022

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

Re: Annual Subsidy

Dear Mr. Favre,

Please reference Section 2.1, Consideration from the County to AMR of our Agreement to Provide Advanced Life Support Ambulance Service for the following subsidy payment calculations.

FY2022 - $6,920.00

Amount due - $6,920.00 001-240- 5599

In 2016, the requested subsidy amount was reduced to the agreed upon rate of the minimum required based on the amount of fifteen cents per capita. That amount is reflected above.

Please let me know if you have any questions.

Sincerely,

Billy Shipp

Billy Shipp,
EMS Chief
American Medical Response – South MS

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
1181	AMERICAN MEDICAL RESPONSE	97601	04/04/2022	**$6,930**

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOU
03/29/2022	943792	HANCOCK CO EMA-BLS CARDS	$10
03/22/2022	FY2022	ANNUAL SUBSIDY	$6,920

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Check Date
04/04/2022

Vendor Number **1181**

VOID AFTER 90 DAYS FROM ISSUE D/

*** Six Thousand Nine Hundred And Thirty Dollars And Zero Cents ***

$6,930.(

Pay To
The
Order Of

1181
AMERICAN MEDICAL RESPONSE
12020 INTERPLEX PARKWAY
GULFPORT, MS 39503

VOID

Timothy A Kelley

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

Purchas

Fiscal Year 2022

The purchase order number SHALL be shown on a correspondence.

Purchase Order Number **22003638-0(**

Purchase Order Date **09/09/2(**

Department **FINAN**

All prices are FOB DESTINATION, unless otherwise stated.

Bill To
Bookkeeping Dept.
854 Highway 90, Suite A
Bay St. Louis, MS 39520
P: 228-467-6012

Ship To EOCS
See Shipping Information Below

Vendor 10064
JAMIE LYNN MUNNS
DBA: MUNNS MARINE & CONSTRUCTION
21540 E. EDGEWOOD DR
SAUCIER, MS 39575

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFEREN
		10064	20223974	Nancy Kelly	

NOTES

METAL BUILDING

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRI
1	Turnkey construction of a 30x40x14 metal building Board Approved 9.6.22 Ship To: 854 HIGHWAY 90, SUITE A BAY ST. LOUIS, MS 39520	1.0000	EACH	$48,500.0000	$48,500

All orders must be shipped in full, no backorders accepted.

Approver Name: munis

Approval Date: 09/09/2022

Purchase Clerk

Total Ext. Price $48,50(

Purchase Order Total $48,500.00

Purchase Order Copy

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

201.1

MM&C

DATE	EXPIRATION DATE	INVOICE NO
11-3-22	NA	201.1

Munns Marine & Construction
21540 E. Edgewood Dr.
Saucier, MS. 39574
662-538-8974
jamiemunns@icloud.com

MS Contractors License #
R19023

TO: Mr. John Albert
Hancock Co. Em. Mgmt.
228-493-7813

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
JM	201.1	Internal	FOB Jobsite	TBD	Completion Paymment	TBD

QUANTITY	ITEM #	DESCRIPTION	UNIT PRICE		LINE TOTAL
1 LS	01	**Turnkey construction of a 30x40x14 metal building.**	48,500.00		48,500.00

Subtotal	$48,500.00
Sales Tax	$0.00
Total	$48,500.00

* will be paid on 11/21/22

Respectfully Submitted.

Jamie Munns, Owner

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

November 8, 2022

Hancock County
Brian "Hooty" Adam, EMA Director
5380 Kiln Delisle Road
Kiln, MS 39556

RE: EMSOF Funds

To Whom It May Concern,

On behalf of Mobile Medic Ambulance Service d/b/a American Medical Response, I, Dana Thrower-Operations Manager, do hereby give official authorization for Hancock County to utilize EMSOF Funds for Escrow account.

Respectfully,

Dana Thrower,
Operations Manager

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Hancock County MS

Board of Supervisors

Agenda Item (ID # 11153)

DATE: July 18, 2022

TO: Board of Supervisors

FROM: Valerie Fitts

Board Secretary

ADDL. DEPT:

ISSUE: **Motion for clarity in the Board Minutes as follows: Mr. Jimmie Ladner, Jr., will remain as Interim County Administrator. Mr. Eddie Favre will be designated to assist Mr. Jimmie Ladner with the submission of any Hancock County Budgets, oversee Port & Harbor Budget submissions, oversee Grant funds, including but without limitation, ARPA funds, long term capital project funding for Arena projects, and any other long term projects necessary for Hancock County or Port and Harbor for recommendation to County Administrator, Jimmie Ladner, Jr.**

RESULT: APPROVED [UNANIMOUS]

MOVER: Theresa Ryan, District 1

SECONDER: Greg Shaw, District 2

AYES: Ryan, Shaw, Koenenn, Adam, Ladner

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

Hancock County MS

Board of Supervisors

Agenda Item (ID # 11292)

DATE: August 15, 2022

TO: Board of Supervisors

FROM: Valerie Fitts

Board Secretary

ADDL. DEPT:

ISSUE: Motion to spread on the Minutes, letter of resignation from Edward A. Favre dated August 15, 2022.

RESULT: APPROVED [UNANIMOUS]

MOVER: Scotty Adam, District 4

SECONDER: Greg Shaw, District 2

AYES: Ryan, Shaw, Koenenn, Adam, Ladner

ATTACHMENTS:

- Letter from Eddie Favre

Attachment: FY23 EMSOF Grant Application (11662 : Spread FY23 EMSOF Grant Application)

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

131 Rue Magnolia
Biloxi, MS 39530
228-436-7612

3221 Market Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

November 8, 2022

Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520
ATTN: Mr. Bruce Newton, P.E.

RE: Bayside Park Drainage Improvements - Project No. 1.10
Hancock County, Mississippi

Dear Mr. Newton:

As you are aware in our previous discussions, construction cost for the above referenced project is significantly higher as indicated in the attached Opinion of Probable Cost dated November 2, 2022, due to the size and significance of the drainage structures required. Our Basic Services fee is based on a percentage of construction cost as per our Standard Form of Agreement dated February 7, 2022, Paragraph C2.01 - Compensation for Basic Services (See copy of agreement page attached).

Therefore, we have revised our Basic Services fee accordingly and submit this letter to clarify our calculations. Please note that the revised estimated construction cost for this project is currently $2,631,786.00; however, we have based our revised fee on a cost of $2,500,000. Using the procedures set forth in our agreement, our revised fee has been calculated as follows:

Utilizing a revised construction cost of $2,500,000.00, our revised Basic Services fee is 7% of construction, or $175,000.00 detailed below:

BASIC SERVICES:	
Design (60%):	$105,000.00
Bidding (10%):	$ 17,500.00
Construction Administration (30%):	$ 52,500.00
Revised Basic Services Fee:	$175,000.00

The above revised fee is reflected on the attached BMA Invoice #24804 which we respectfully request be placed on the next available agenda for approval and payment.

Should you have any questions, please do not hesitate to contact me. We look forward to working with you and the County toward the completion of this project.

Sincerely,

Dax Alexander

Dax Alexander, P.E.
President

Attachments

O:\Michelle\3775 BAYSIDE PARK\Basic Services Fee ltr 11.8.22.doc

Attachment: Revised Fee ltr (Bayside Park Drainage) 11.8.22 (11659 : Discussion regarding Bayside Park drainage project)

BMA PROJECT NO. 3775

ENGINEER'S OPINION OF PROBABLE COSTS

HANCOCK COUNTY BOARD OF SUPERVISORS
BAYSIDE PARK DRAINAGE IMPROVEMENTS
HANCOCK COUNTY, MISSISSIPPI

11/02/2022 - 90% REVIEW

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
Base Bid - Phase 1 (Culverts, Alum. Box Culverts & Bridges):					
01505-A	MOBILIZATION (PHASE 1)	1	LS	$72,000.00	$72,000.00
01720-A	CONSTRUCTION LAYOUT (PHASE 1)	1	LS	$63,000.00	$63,000.00
02050-A	REMOVAL OF EXISTING CULVERT (36" DIA. & SMALLER)	705	LF	$10.00	$7,050.00
02050-B	REMOVAL OF EXISTING CULVERT (LARGER THAN 36" DIA.)	150	LF	$20.00	$3,000.00
02050-C	REMOVAL OF EXISTING PAVEMENT	4,970	SY	$5.00	$24,850.00
02111-A	CLEARING & GRUBBING	2	AC	$10,000.00	$20,000.00
02221-A	SELECT BEDDING MATERIAL	300	CY (FM)	$20.00	$6,000.00
02221-B	SELECT FOUNDATION MATERIAL	400	CY (FM)	$85.00	$34,000.00
02226-A	UNCLASSIFIED EXCAVATION	500	CY	$7.00	$3,500.00
02226-B	MUCK EXCAVATION	1,000	CY	$8.00	$8,000.00
02226-C	BORROW MATERIAL	1,500	CY	$19.00	$28,500.00
02234-A	GRANULAR BASE COURSE (LIMESTONE, 8" THICK)	4,970	SY	$16.00	$79,520.00
02234-B	MAINTENANCE LIMESTONE	500	CY	$40.00	$20,000.00
02243-A	GEOTEXTILE FABRIC	4,970	SY	$6.00	$29,820.00
02295-A	SILT FENCE	1,000	LF	$4.50	$4,500.00
02295-B	STRAW WATTLES (20")	0	LF	$10.00	$0.00
02295-D	TURBIDITY BARRIER	400	LF	$22.00	$8,800.00
02512-A	HMA, MT, 9.5mm MIX, SURFACE PATCH	451	TON	$160.00	$72,160.00
02512-B	HMA, MT, 19.0mm MIX, BASE PATCH	471	TON	$140.00	$65,940.00
02522-A	CONCRETE DRIVEWAY (6" THICK)	50	SY	$85.00	$4,250.00
02585-A	TRAFFIC SIGNS	0	EA	$250.00	$0.00
02660-A	6" PVC WATER MAIN ADJUSTMENT	1	EA	$10,000.00	$10,000.00
02660-B	8" PVC WATER MAIN ADJUSTMENT	2	EA	$12,000.00	$24,000.00
02660-C	12" PVC WATER MAIN ADJUSTMENT	3	EA	$18,000.00	$54,000.00
02660-D	16" PVC WATER MAIN ADJUSTMENT	1	EA	$22,000.00	$22,000.00
02721-A	HEADWALL (DOUBLE 88"X54")	8	EA	$6,100.00	$48,800.00
02721-B	HEADWALL (DOUBLE 65"X40")	2	EA	$4,600.00	$9,200.00
02721-C	DRAIN INLET	1	EA	$5,000.00	$5,000.00
02722-A	88"X54" RCAP	236	LF	$230.00	$54,280.00
02722-B	65"X40" RCAP	60	LF	$200.00	$12,000.00
02722-C	42" RCP	32	LF	$170.00	$5,440.00
02722-D	30" RCP	170	LF	$130.00	$22,100.00
02722-E	24" RCP	136	LF	$82.00	$11,152.00
02722-F	18" RCP	32	LF	$62.00	$1,984.00
02722-G	15" RCP	160	LF	$50.00	$8,000.00
02727-A	ALUMINUM BOX CULVERT (HARRISON DRIVE, 7'-0"x25'-2" x 40' LENGTH)	1	LS	$130,000.00	$130,000.00
02727-B	ALUMINUM BOX CULVERT (HANCOCK DRIVE, 5'-1"x23'-0" x 40' LENGTH)	1	LF	$140,000.00	$140,000.00
02732-A	2 1/2" PVC SEWER FORCE MAIN ADJUSTMENT	6	EA	$12,000.00	$72,000.00
02732-B	3" PVC SEWER FORCE MAIN ADJUSTMENT	6	EA	$12,000.00	$72,000.00
02752-A	300# RIPRAP	500	TON	$85.00	$42,500.00
02841-A	MAINTENANCE OF TRAFFIC (PHASE 1)	1	LS	$60,000.00	$60,000.00
02931-A	PLANT ESTABLISHMENT (SEEDING)	4	AC	$2,500.00	$10,000.00
03430-A	TEST PILE	2	EA	$10,000.00	$20,000.00
03430-B	CONVENTIONAL STATIC LOAD TEST	2	EA	$4,000.00	$8,000.00
03430-C	14" PRESTRESSED CONCRETE PILING	1,240	LF	$67.00	$83,080.00
03430-D	18" PRE-FORMED PILOT HOLE	1,240	LF	$1.00	$1,240.00

Attachment: Revised Fee ltr (Bayside Park Drainage) 11.8.22 (11659 : Discussion regarding Bayside Park drainage project)

BMA PROJECT NO. 3775

ENGINEER'S OPINION OF PROBABLE COSTS

HANCOCK COUNTY BOARD OF SUPERVISORS
BAYSIDE PARK DRAINAGE IMPROVEMENTS
HANCOCK COUNTY, MISSISSIPPI

11/02/2022 - 90% REVIEW

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
03430-E	BEAM TYPE RAILING WITH CONCRETE POSTS	228	LF	$40.00	$9,120.00
03430-F	19' PRECAST CONCRETE SLAB UNIT, INTERIOR, 30° SKEW, RT. FORWARD	15	EA	$5,000.00	$75,000.00
03430-G	19' PRECAST CONCRETE SLAB UNIT, CURB, 30° SKEW, RT. FORWARD	6	EA	$5,050.00	$30,300.00
03430-H	29.5' PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE, 30° SKEW, RT. FORWARD	2	EA	$8,300.00	$16,600.00
03430-I	29.5' PRECAST CONCRETE CAP, END UNIT, CONCRETE PILE, 30° SKEW, RT. FORWARD	2	EA	$7,550.00	$15,100.00
03430-J	9.33' PRECAST CONCRETE WING	4	EA	$2,400.00	$9,600.00
03430-K	19' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	15	EA	$4,500.00	$67,500.00
03430-L	19' PRECAST CONCRETE SLAB, CURB	6	EA	$4,600.00	$27,600.00
03430-M	25.5' PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	2	EA	$7,900.00	$15,800.00
03430-N	25.5' PRECAST CONCRETE CAP, END UNIT, CONCRETE PILE	2	EA	$7,200.00	$14,400.00
03430-O	7.5' PRECAST CONCRETE WING	4	EA	$2,000.00	$8,000.00
	SUBTOTAL - PHASE 1:				***$1,770,686.00***
Base Bid - Phase 2 (Channel Widening & Grading):					
01505-B	MOBILIZATION (PHASE 2)	1	LS	$46,000.00	$46,000.00
01720-B	CONSTRUCTION LAYOUT (PHASE 2)	1	LS	$20,000.00	$20,000.00
02226-D	CONSTRUCTION ROAD	8,155	LF	$15.00	$122,325.00
02228-A	DITCH SECTION "A"	340	LF	$100.00	$34,000.00
02228-B	DITCH SECTION "B"	1,260	LF	$55.00	$69,300.00
02228-C	DITCH SECTION "C"	1,330	LF	$185.00	$246,050.00
02228-D	DITCH SECTION "D"	1,175	LF	$125.00	$146,875.00
02228-E	DITCH SECTION "E"	1,130	LF	$65.00	$73,450.00
02228-F	DITCH SECTION "F"	1,420	LF	$20.00	$28,400.00
02228-G	DITCH SECTION "G"	1,500	LF	$25.00	$37,500.00
02228-H	V-DITCH AT RIDLEY STREET	220	LF	$60.00	$13,200.00
02295-C	STONE CONSTRUCTION ENTRANCE	2	EA	$2,000.00	$4,000.00
02841-B	MAINTENANCE OF TRAFFIC (PHASE 2)	1	LS	$20,000.00	$20,000.00
	SUBTOTAL - PHASE 2:				***$861,100.00***

TOTAL BASE BID (PHASE 1 + PHASE 2): **$ 2,631,786.00**

Attachment: Revised Fee ltr (Bayside Park Drainage) 11.8.22 (11659 : Discussion regarding Bayside Park drainage project)

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated , .

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 -- –Owner's Responsibilities

C2.01 Compensation For Basic Services (other than Resident Project Representative, Topographic and Easement Surveying, and Material Testing) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A.

Basic Services shall be paid at 7% of actual construction costs, which is estimated to be **$71,791.00.00** (7% of Estimated Construction Cost of $1,025,590)

Tasks Associated with Basic Services include:

a. Design (60%)
b. Bidding (10%)
c. Construction Engineering (30%)

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

C2.02 [Not used]
C2.03 [Not used]
C2.04 [Not used]

C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, as follows:

1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project.

Topographic Survey	$12,800 Hourly
Easement Assistance	$10,000 Hourly
Resident Project Representative *(20 hours per week for approx 28 weeks)(180 construction during)*	$48,720 Hourly
Material Testing	$10,000 Hourly
TOTAL ADDITIONAL SERVICES:	**$81,520.00**
Therefore, the total of Basic and Additional Services is estimated to be:	**$153,311.00**

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Attachment: Revised Fee ltr (Bayside Park Drainage) 11.8.22 (11659 : Discussion regarding Bayside Park drainage project)

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
GULFPORT · BILOXI · PASCAGOULA

Please Remit Payment To:

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

www.bmaengineers.com

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

Invoice number 24804
Date 11/08/2022

Project **22-3775A Bayside Park Drainage Improvements (HANCO Project No. 1.10)**

Services rendered for the period ending November 04, 2022

Professional engineering services in accordance with Short Form of Agreement Between Owner and Engineer dated February 7, 2022 + AMD#1 dated August 15, 2022 for Bayside Park Drainage Improvements (County Project No. 1.10) in Hancock County, MS.

Estimated Construction Cost: $2,500,000
Total Fee: $286,312.00 = Basic Fee of $175,000.00 (7% of Est. Construction Cost) + Hourly Fee of $111,312.00

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
DESIGN	105,000.00	70.00	32,306.25	73,501.25	31,498.75	30.00	41,195.00
BIDDING	17,500.00	0.00	0.00	0.00	17,500.00	100.00	0.00
CONSTRUCTION ADMIN	52,500.00	0.00	0.00	0.00	52,500.00	100.00	0.00
Total	175,000.00	42.00	32,306.25	73,501.25	101,498.75	58.00	41,195.00

AMD#1 - GEOTECH

Professional Fees

	Hours	Rate	Billed Amount
Principal Engineer	5.25	210.00	1,102.50
Graduate Engineer	9.00	94.00	846.00

	Billed Amount
Burns Cooley Dennis, Inc.	23,667.43
AMD#1 - GEOTECH subtotal	25,615.93

Invoice total **66,810.93**

Attachment: BMA Invoice #24804 (Bayside Park - Design) thru 11.4.22 (11660 : Discussion regarding BMA invoice for Bayside Park Drainage

Client Invoice Register

Brown, Mitchell & Alexander, Inc.

Wednesday, November 9, 2022

Date range: from: 11/01/2022 to 11/30/2022

Hancock County Board of Supervisors

Invoice Date: 11/08/2022

Invoice Number: 24804

		Date	Billed Units	Billed Rate	Billed Amount
Basic Services **Bidding**					
	Fee type billing				0.00
Basic Services **Construction Admin**					
	Fee type billing				0.00
				Total	**0.00**
Design					
Basic Services **Design** **Project Mgt**					
	Fee type billing				1,000.00
Basic Services **Design** **Design - Engineering**					
	Fee type billing				34,600.00
Basic Services **Design** **Design - Drafting**					
	Fee type billing				5,000.00
Basic Services **Design** **Fixed Fee**					
	Fee type billing				595.00
				Total	**41,195.00**
AMD#1 - GEOTECH					
Additional Services **AMD#1 - GEOTECH** **GEOTECH - BMA**					
	Time and Expense				
Labor					
Principal Engineer					
Project Management					
Dax Alexander, P.E.		10/7/2022	0.50	210.00	105.00
call w.M Rodrigues regarding geotech recommendations for box bridges adn piling					
Dax Alexander, P.E.		9/30/2022	1.00	210.00	210.00

Attachment: BMA Invoice #24804 (Bayside Park - Design) thru 11.4.22 (11660 : Discussion regarding BMA invoice for Bayside Park Drainage

Date range: from: 11/01/2022 to 11/30/2022

Hancock County Board of Supervisors

Invoice Date: 11/08/2022

Invoice Number: 24804

	Date	Billed Units	Billed Rate	Billed Amount
reviewed geotech reports for Leake & Royal Oak; transmitted same to M Prine				
Dax Alexander, P.E.	10/4/2022	1.50	210.00	315.00
reviewed geotech data report for Harrison and Hancock box culvert sites; discussed bridge report, recommendations w/Rackley & Rorabaugh				
Dax Alexander, P.E.	10/5/2022	2.25	210.00	472.50
site visit to review existing utilities, potential add'l utilities				
			Employee type total	**1,102.50**
Graduate Engineer				
Study & Report				
Kristen Rorabaugh	10/7/2022	1.00	94.00	94.00
Discussing report and doing calculations,				
Kristen Rorabaugh	10/5/2022	2.50	94.00	235.00
Reading over geotech reports, looking through recvcomendations and plans				
Project Coordination				
Kristen Rorabaugh	8/29/2022	0.50	94.00	47.00
Check in with Geotech for status update, cordinate with Geotech for site visit.				
Site Visit				
Kristen Rorabaugh	9/6/2022	2.50	94.00	235.00
Meeting with Geotech people at Royal Oak, sending email out to Mike and Vic to update them on project status, site visit and observation				
Kristen Rorabaugh	9/7/2022	2.50	94.00	235.00
Meeting Geotech at site at 7am, showing them the proper locations for Leake, Harrison, andHancock, observing geotech doing work, sending Mike andVic and email update.				
			Employee type total	**846.00**
			Labor total	**1,948.50**
			Phase total	**1,948.50**

Additional Services
AMD#1 - GEOTECH
GEOTECH - BCD

Time and Expense

Consultant

Burns Cooley Dennis, Inc.				
Geotechnical Consultant	10/15/2022			23,667.43
			Vendor total	**23,667.43**
			Consultant total	**23,667.43**
			Phase total	**23,667.43**
			Total	**25,615.93**
			Project total	**66,810.93**
			Invoice total	

Attachment: BMA Invoice #24804 (Bayside Park - Design) thru 11.4.22 (11660 : Discussion regarding BMA invoice for Bayside Park Drainage

Client Invoice Register

Brown, Mitchell & Alexander, Inc.

Date range: from: 11/01/2022 to 11/30/2022

Attachment: BMA Invoice #24804 (Bayside Park - Design) thru 11.4.22 (11660 : Discussion regarding BMA invoice for Bayside Park Drainage

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office
551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 853-2077

Mailing Address
Post Office Box 12828
Jackson, MS 39236

www.bcdgeo.com

Materials Laboratory
278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

RECEIVED
OCT 20 2022
BY:

BCD Invoice No. 42676

COPY

BROWN, MITCHELL & ALEXANDER, INC.
401 COWAN ROAD, SUITE A
GULFPORT, MISSISSIPPI 39507

ATTENTION: Dax Alexander, P.E.

INVOICE NO. 1 WORK ORDER NO.
PERIOD 17-Aug-22 THROUGH 15-Oct-22
DESCRIPTION: Bayside Park Drainage Improvements Project
Proposed Bridges and Box Culverts - Royal Oak Dr, Leake St, Hancock Dr and Harrison St
BCD JOB NO. 220504 COUNTY: Hancock

CATEGORY	CURRENT PERIOD COSTS	PREVIOUS PERIOD COSTS	COSTS TO DATE
LABOR (DIRECT + INDIRECT)	$10,271.70	$0.00	$10,271.70
UNIT COST (FIELD + LAB.)	$11,115.70	$0.00	$11,115.70
FIXED FEE	$1,231.34	$0.00	$1,231.34
REIMBURSIBLES	$1,048.69	$0.00	$1,048.69
TOTAL	$23,667.43	$0.00	$23,667.43

TOTAL TO DATE ALL CATEGORYS	$23,667.43
ESTIMATED PROJECT TOTAL COST	$25,906.37
PERCENT COMPLETE	91%

AMOUNT DUE THIS INVOICE **$23,667.43**

POSTED 10/21/22

5310
OK TO PAY
DBA
22-3775A

10/13/2022

Attachment: BMA Invoice #24804 (Bayside Park - Design) thru 11.4.22 (11660 : Discussion regarding BMA invoice for Bayside Park Drainage

CERTIFICATE OF AUTHORITY

I, Gary Yarborough Jr., do hereby certify that I am the principal legal officer for Hancock County, Mississippi, that Hancock County, Mississippi is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and Hancock County, Mississippi in connection with the Design for the Coast-wide Beach and Dune Ecosystem Restoration, Hancock County, Mississippi Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of Hancock County, Mississippi acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 31st day of October 2022

Gary Yarborough
Board Attorney
Hancock County Board of Supervisors

Attachment: DA_Hancock Co MS Coastwide Beach and Dune ER Project (11709 : Spread fully executed Design Agreement Beach and Dune

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Scotty Adam

Scotty Adam
President
Hancock County Board of Supervisors

BOARD OF SUPERVISORS
HANCOCK COUNTY, MS

DATE: 10/31/2022

Attachment: DA_Hancock Co MS Coastwide Beach and Dune ER Project (11709 : Spread fully executed Design Agreement Beach and Dune

DESIGN AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
HANCOCK COUNTY, MISSISSIPPI
FOR
DESIGN FOR THE
COAST-WIDE BEACH AND DUNE ECOSYSTEM RESTORATION, HANCOCK COUNTY, MISSISSIPPI PROJECT

THIS AGREEMENT is entered into this 7th day of November, 2022, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Mobile District (hereinafter the "District Commander") and Hancock County, Mississippi (hereinafter the "Non-Federal Sponsor"), represented by the President of the Hancock County Board of Supervisors.

WITNESSETH, THAT:

WHEREAS, Section 7002(4) of the Water Resources Reform and Development Act of 2014, Public Law 113-121, authorized the Secretary of the Army to carry out the Mississippi Coastal Improvement Program for Hancock, Harrison, and Jackson Counties, Mississippi (MsCIP) in accordance with the MsCIP Comprehensive Plan, and subject to the conditions described in the Report of the Chief of Engineers dated September 15, 2009 (hereinafter the "Authorized Program");

WHEREAS, the Coast-wide Beach and Dune Ecosystem Restoration, Hancock County, Mississippi Project is a separable element of the Authorized Program;

WHEREAS, Federal funds were provided in Bipartisan Infrastructure Law, Public Law 117-58, to initiate design of 60-foot-wide vegetated dune fields approximately 50 feet seaward of the existing seawall;

WHEREAS, Section 103 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2213), specifies the cost-sharing requirements applicable to construction of the Project, and Section 105(c) of the Water Resources Development Act of 1986 (33 U.S.C. 2215(c)), provides that the costs of design shall be shared in the same percentages as construction of the Project;

WHEREAS, based on the Project's primary purpose of ecosystem restoration, the parties agree that the Non-Federal Sponsor shall contribute 35 percent of the design costs under this Agreement; and

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

Attachment: DA_Hancock Co MS Coastwide Beach and Dune ER Project (11709 : Spread fully executed Design Agreement Beach and Dune

ARTICLE I - DEFINITIONS

A. The term "Project" means beach and dune improvements consisting of 60-foot-wide vegetated dune fields approximately 50 feet seaward of the existing seawalls on the mainland coast of Hancock County, Mississippi, as generally described in the Mississippi Coastal Improvements Program (MsCIP) Hancock, Harrison, Jackson Counties, Mississippi Comprehensive Plan and Integrated Programmatic Environmental Impact Statement, dated June 2009 and approved by the Chief of Engineers on September 15, 2009.

B. The term "Design" means perform detailed pre-construction engineering and design, up through preparation of plans and specifications for the initial construction contract only for the Project.

C. The term "design costs" means the sum of all costs that are directly related to the Design and cost shared in accordance with the terms of this Agreement. Subject to the provisions of this Agreement, the term shall include the Government's costs for engineering and design, including economic, real estate, and environmental analyses, a safety assurance review, if required, and supervision and administration; and the Non-Federal Sponsor's creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Design Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor's cost of negotiating this Agreement.

D. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

E. The term "in-kind contributions" means those creditable materials or services provided by the Non-Federal Sponsor that are identified as being integral to Design of the Project by the Division Commander for South Atlantic Division (hereinafter the "Division Commander"). To be integral, the material or service must be part of the work that the Government would otherwise have undertaken for Design of the Project. In-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW as required for Design of the Project.

F. The term "betterment" means a difference in the Design of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to Design of the Project.

G. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

Attachment: DA_Hancock Co MS Coastwide Beach and Dune ER Project (11709 : Spread fully executed Design Agreement Beach and Dune

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Design using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsor shall contribute 35 percent of design costs in accordance with the provisions of this paragraph.

1. The Non-Federal Sponsor shall be responsible for undertaking any investigations that the Government determines are required for Design of the Project to identify the existence and extent of any HTRW.

2. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its cost share for the initial fiscal year of the Design. No later than 60 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

3. No later than August 1st prior to each subsequent fiscal year of the Design, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.

C. The Government shall include in design costs and credit towards the Non-Federal Sponsor's share of such costs, the cost of in-kind contributions performed by the Non-Federal Sponsor that are determined by the Government to be integral to Design of the Project. Creditable in-kind contributions may include costs for engineering, design, and supervision and administration, but shall not include any costs associated with betterments. Such costs shall be subject to audit in accordance with Article VII to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar days after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of design costs. Failure to provide such documentation in a timely manner may

Attachment: DA_Hancock Co MS Coastwide Beach and Dune ER Project (11709 : Spread fully executed Design Agreement Beach and Dune

result in denial of credit. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

2. No credit shall be afforded for the following: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; any items provided or performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding; any items not identified as integral in the integral determination report; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

3. No reimbursement will be provided for any in-kind contributions that exceed the Non-Federal Sponsor's share of the design costs under this Agreement.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contracts solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. In addition to the ongoing, regular discussions between the parties regarding Design delivery, the Government and the Non-Federal Sponsor may establish a Design Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be included in the design costs. The Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be paid solely by the Non-Federal Sponsor without reimbursement or credit.

G. The Non-Federal Sponsor may request in writing that the Government include betterments in the Design of the Project. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article III.F., must provide funds to cover the difference in the costs for design of such work, as determined by the Government, in advance of the Government performing the work.

H. If the Government and Non-Federal Sponsor enter into a Project Partnership Agreement for construction of the Project, the Government shall include the design costs in the calculation of construction costs for the Project in accordance with the terms and conditions of the Project Partnership Agreement.

Attachment: DA_Hancock Co MS Coastwide Beach and Dune ER Project (11709 : Spread fully executed Design Agreement Beach and Dune

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, design costs are projected to be $1,300,000, with the Government's share of such costs projected to be $845,000, and the Non-Federal Sponsor's share of such costs projected to be $455,000, which includes creditable in-kind contributions projected to be $0 and the amount of funds required to meet its cost share projected to be $455,000. Costs for betterments are projected to be $0. These amounts are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated design costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Design.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Mobile (K5)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of the design costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of the design costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Design and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to "FAO, USAED, Mobile (K5)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds or if requested by the Non-Federal Sponsor, apply the excess amount towards the non-Federal share of the cost of construction of the Project in the event a Project Partnership Agreement is executed for the Project. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of design

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costs, including contract claims or any other liability that may become known after the final accounting.

F. If the Government agrees to include betterments on the Non-Federal Sponsor's behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 30 calendar days after receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article III.E. If at any time the Government determines that additional funds are required to cover any such costs, as applicable, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE IV - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate Design unless the Assistant Secretary of the Army (Civil Works) determines that continuation of the Design is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

B. If the Government determines at any time that the Federal funds made available for the Design are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend Design until there are sufficient Federal funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow Design to resume.

C. In the event of termination, the parties shall conclude their activities relating to the Design and conduct an accounting in accordance with Article III.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

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ARTICLE V - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the Design, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VII - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Design. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Design shall not be included in design costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE VIII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without

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the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE IX - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
President
Hancock County Board of Supervisors
854 Highway 90
Bay St. Louis, Mississippi 39520

If to the Government:
District Commander
U.S. Army Corps of Engineers, Mobile District
P.O. Box 2288
Mobile, Alabama 36628

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE X - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XI - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

BY: _____

Jeremy J. Chapman
Colonel, U.S. Army
District Commander

DATE: 11/7/2022

HANCOCK COUNTY, MISSISSIPPI

BY: _____

Scotty Adam
President
Board of Supervisors

BOARD OF SUPERVISORS
HANCOCK COUNTY, MS

DATE: 10/31/2022

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BOARD OF SUPERVISORS

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

Telephone (228) 467-0172
Fax (228) 467-2691

November 17, 2022

Mrs. Laura Hipp
Deputy Executive Director
Mississippi Development Authority
501 North West Street
Jackson, MS 39201

Re: Letter of Support – Project Trojan

Dear Deputy Executive Director Hipp,

I am writing in my capacity as the President of the Hancock County Board of Supervisors to show the Board's full endorsement and strong support for the Hancock County Port and Harbor Commission in supporting a Fee-In-Lieu of Ad Valorem Taxes, under § 27-31-104 of the Mississippi Code, as amended, and in conjunction with local abatements and according to statute regarding Project Trojan. This letter of support for the Hancock County Port and Harbor Commission shall act as an inducement to such company to develop, construct and implement a new facility in and within Hancock County, Mississippi.

The Hancock County Board of Supervisors support and acknowledge that Hancock County and its citizens will benefit from a significate enhancement to its tax base and annual source of new property tax revenue over the expected useful life of Project Trojan, in addition to other benefits to the County.

In conclusion, the Hancock County Board of Supervisors provide their full support to the Hancock County Port and Harbor Commission to induce the Company with the Fee-In-Lieu of Ad Valorem Taxes to proceed with Project Trojan in Hancock County.

Please contact me if I can provide further information.

Sincerely,

Scotty Adam

President Scotty Adam
Hancock County Board of Supervisors

Attachment: Letter of Support - Project Trojan (11707 : Ratify letter of support regarding Project Trojan)