



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, May 16, 2023

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 P.M. Invocation, Pledge of Allegiance, Call to Order

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes / Appointment

- 1 Approval of Minutes - for April 28, 2023 SCM.
- 2 Ratification - of Appointment of Director of Urban Development.

Code Enforcement / Planning

- 3 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.

Ordinances

- 4 Ordinance - providing for removal or deletion of the position of "Assistant Director of Urban Development" from the City of Gulfport, Mississippi's Salary Grade Schedule, and for related purposes.
- 5 Ordinance - providing for removal or deletion of the position of "Equipment Specialist" from the City of Gulfport, Mississippi's Salary Grade Schedule (Fire Department), and for related purposes.
- 6 Ordinance - providing for the salary of compensation for one (1) "Director of Urban Development" position, and for related purposes.

- 7 Ordinance - providing for the salary of compensation for one (1) "Inspector/Investigator" position, and for related purposes.
- 8 Ordinance - providing for the salary of compensation for one (1) "Utility Billing Manager" position, and for related purposes.
- 9 Ordinance - providing for the salary of compensation for one (1) "Utility Billing Specialist I" position, and for related purposes.

Resolutions

- 10 Resolution - approving Berkshire Hathaway Specialty Insurance as Reinsurance Carrier, and for related purposes.
- 11 Resolution - awarding bid and approving Contract for Term Contract Group E - Ready Mix Concrete, and for related purposes.
- 12 Resolution - approving Contract with Artisan Pyrotechnics, Inc., for the City of Gulfport's 125th Birthday Celebration, and for related purposes.
- 13 Resolution - approving Memorandum of Understanding with the Mississippi Department of Environmental Quality concerning the expansion of parking at Jones Park, and for related purposes.
- 14 Resolution - approving Services Agreement with Mississippi Power Company for the purpose of providing lighting equipment upgrades at the Gulfport Lake Boat Ramp, and for related purposes.
- 15 Resolution - approving Contract Modification No. 1 with Covington Civil and Environmental, LLC, for Project Management and Engineering Services related to Hurricane Zeta Recovery, and for related purposes.
- 16 Resolution - authorizing the donation of funds to Gulfport Main Street Association, in accord with Miss. Code Ann. Section 21-19-44.1, and for related purposes.
- 17 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport (Fire Department), and for related purposes.
- 18 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the 2023 Cruisin' the Coast Event, and for related purposes.

- 19 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with 19th Street Alcoholic Anonymous Group, and for related purposes.
- 20 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Gaston Point Head Start Transition Program Event, and for related purposes.
- 21 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Mississippi Aquarium, and for related purposes.
- 22 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Senior Alliance's Senior Education Event, and for related purposes.
- 23 Resolution - approving public display of fireworks as a part of the City's 125th Birthday Celebration, and for related purposes.
- 24 Resolution - approving public display of fireworks as a part of the City's Independence Day Celebration, and for related purposes.
- 25 Resolution - approving the temporary closure of municipal right of way for Cinema by the Shore 2023 Event(s), and for related purposes.
- 26 Resolution - approving the temporary closure of municipal right of way for the Sounds by the Sea Event, and for related purposes.
- 27 Resolution - declaring real property to be surplus property which is no longer used or needed by the municipality, and for related purposes.
- 28 Resolution - determining, establishing and designating Urban Renewal Area or District along 39th Avenue and 31st Street within the City of Gulfport, Mississippi, as appropriate for Urban Renewal Plans, Projects, and Development, and for related purposes.
- 29 Resolution - reconfirming and extending the status of a State of Emergency due to the spread of COVID-19 and potential associated impacts which threaten to affect areas within the City of Gulfport, and for related purposes.
- 30 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.

- 31 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Ida on the City of Gulfport, and for related purposes.

Budget Amendments / Docket of Claims

- 32 Budget Amendment #82 - defunding the "Assistant Director of Urban Development" position in the Urban Development Department. *(no publication needed)*
- 33 Budget Amendment #83 - increasing line item 277 Vehicles from drug-related arrest. *(no publication needed)*
- 34 Budget Amendment #84 - increasing line item 213 Photo & Fingerprint from PropertyRoom.com. *(no publication needed)*
- 35 Budget Amendment #85 - increasing line item 286 Capital (CNET) from restitution. *(no publication needed)*
- 36 Budget Amendment #86 - transferring funds from Police Services Reimbursement to Training Programs within the Police Department Budget. *(no publication needed)*
- 37 Budget Amendment #87 - appropriating funds from the General Fund for the City of Gulfport's 125th Birthday Celebration. *(no publication needed)*
- 38 Docket of Claims - to be approved through May 17, 2023.

Routine Agenda

- 39 Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.
- 40 Code Enforcement Notice(s) - to be made a part of the minutes.
- 41 Letter - regarding bid awarded by Purchasing to AD&R for demolition and lot clean up - Code Enforcement - to be made a part of the minutes.
- 42 Letter - regarding bid awarded by Purchasing to Eagle Services for A/C - Habor - to be made a part of the minutes.
- 43 Letter - regarding bid awarded by Purchasing to Myers Tire Supply for tire changer - Police Department - to be made a part of the minutes.
- 44 Privilege License Report - for the month of April, 2023 - to be made a part of the minutes.

45 Ratification - of Cobb Cemetery Deed - to be made a part of the minutes.

46 Ratification - of ROW Deed from Northpark Holdings associated with widening of Dedeaux Road - to be made a part of the minutes.

Public Agenda

- **Citizen Forum - Up to thirty minutes shall be allowed for public input with a three minute time limit on each speaker.**

Council Comments

Memorial Adjournment

Executive Session

Setting of Next Meeting and Adjournment



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Friday, April 28, 2023

11:30 AM

*Gulfport City Hall
Council Chambers*

11:30 A.M.

The Mayor and Members of Council met at City Hall at 11:30 AM, on the above date, same being an adjourned meeting from a Special Call Meeting on April 11, 2023 at 12:00 P.M.

Present: Mayor Billy Hewes, City Attorney Jeff Bruni, Clerk of Council Brittany Rodgers, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp (in at 11:49 A.M.), and Richard Kosloski. **Absent:** CAO Leonard Papania, General Counsel Hugh Keating, and Councilmember R.Lee Flowers.

The President announced a quorum and called the meeting to order.

Declaration of Special Call Meeting

Motion to Declare a Special Called Meeting and to have the meeting notice thereof appended as Exhibit "A" to these Minutes, Moved By Ron Roland, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Richard Kosloski

Absent: Myles Sharp, R.Lee Flowers

Policy Issues

- 1 Renewal - of Property and Liability Insurance and Risk Management Program for the City of Gulfport - 2023 - 2024.

Motion to Approve Option 3 for Renewal of Property and Liability Insurance and Risk Management Program for the City of Gulfport for 2023 - 2024, Moved By Ron Roland, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Richard Kosloski

Absent: Myles Sharp, R.Lee Flowers

Attachment(s):

[Cadence Insurance - 2023 - 2024 Renewal Presentation](#)

Executive Session

Upon the advice of the City Attorney, Motion to Enter Closed Session to make a preliminary determination of the necessity for Executive Session, Moved By Ron Roland, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Richard Kosloski

Absent: Myles Sharp, R.Lee Flowers

The Council entered Closed Session at 11:45 A.M. In attendance: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Richard Kosloski, Mayor Billy Hewes, City Attorney Jeff Bruni, and Clerk of Council Brittany Rodgers.

Motion to Exit Closed Session at 11:47 A.M., Moved By Ron Roland, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Richard Kosloski

Absent: Myles Sharp, R.Lee Flowers

No official action was taken during Closed Session.

Upon hearing from the City Attorney regarding the nature of the request for Executive Session, Motion to Enter Executive Session at 11:47 A.M. for discussion of personnel matters relating to the job performance and character of an employee, Moved By Ella Holmes-Hines, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Richard Kosloski

Absent: Myles Sharp, R.Lee Flowers

The Council entered Executive Session at 11:48 A.M. In attendance: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp (in at 11:49 A.M.), Richard Kosloski, Mayor Billy Hewes, City Attorney Jeff Bruni, and Clerk of Council Brittany Rodgers.

Motion to Exit Executive Session at 11:54 A.M., Moved By Ron Roland, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Richard Kosloski

Absent: R.Lee Flowers

No official action was taken during Executive Session.

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn, until May 2, 2023 at 1:30 P.M. for a Regular Meeting, Moved By Kenneth Casey,
Seconded by Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Richard Kosloski

Absent: R.Lee Flowers

City Clerk

Mayor



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Friday, April 28, 2023

11:30 AM

*Gulfport City Hall
Council Chambers*

11:30 A.M.

Declaration of Special Call Meeting

Policy Issues

1. Renewal - of Property and Liability Insurance and Risk Management Program for the City of Gulfport - 2023 - 2024.

Setting of Next Meeting and Adjournment

Exhibit "A"

TABLE OF CONTENTS

WARD 2

PARCEL	LOCATION	OWNER
1010L-02-067.000	1302 POPLAR AVE	TEAGUE DAMIEN ETAL

WARD 3

PARCEL	LOCATION	OWNER
0810F-04-035.000	8225 ARKANSAS AVE	EVANS NANCY
0810F-04-036.000	4603 ARKANSAS AVE	KENNEDY ANTHONY R SR
0811G-04-123.000	1701 22ND ST	FOSTER VERN G
0911C-01-134.000	23RD ST	BRAZORIA COUNTY ALTERNATIVE ACADEMY
0810C-06-027.000	TYLER ST	PITTMAN GREGORY

WARD 4

PARCEL	LOCATION	OWNER
1010B-02-004.000	1104 GLENDALE PL	SWAREK GABRIEL THOMAS
0910F-04-004.000	314 41ST ST	TRUE GEORGE W JR -EST-

WARD 5

PARCEL	LOCATION	OWNER
0908N-04-016.000	507 LYNN AVE	VIVOD JOHN J JR

WARD 6

PARCEL	LOCATION	OWNER
1008D-01-006.000	12206 ARROWHEAD DR	PARISH SHANNON
1008K-02-059.000	11065 EAST DOGWOOD DR	DAVIS KENNETH R SR -ESTATE-

WARD 7

PARCEL	LOCATION	OWNER
0807P-01-044.127	13214 WEST COUNTRY HILLS DR	SINGLEY GEORGE R & PATRICK TWYLA M

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 28, 2023

TEAGUE DAMIEN ETAL
1302 POPLAR AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 1010L-02-067.000
1302 POPLAR AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 10686

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

April 28, 2023

DAVIS DWAYNE ALEX
1302 POPLAR AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 1010L-02-067.000
1302 POPLAR AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 10686

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

April 28, 2023

DAVIS DWAYNE ALEX
6054 S TIBET ST
AURORA, CO 80015

Reference: Tax Parcel Number: 1010L-02-067.000
1302 POPLAR AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

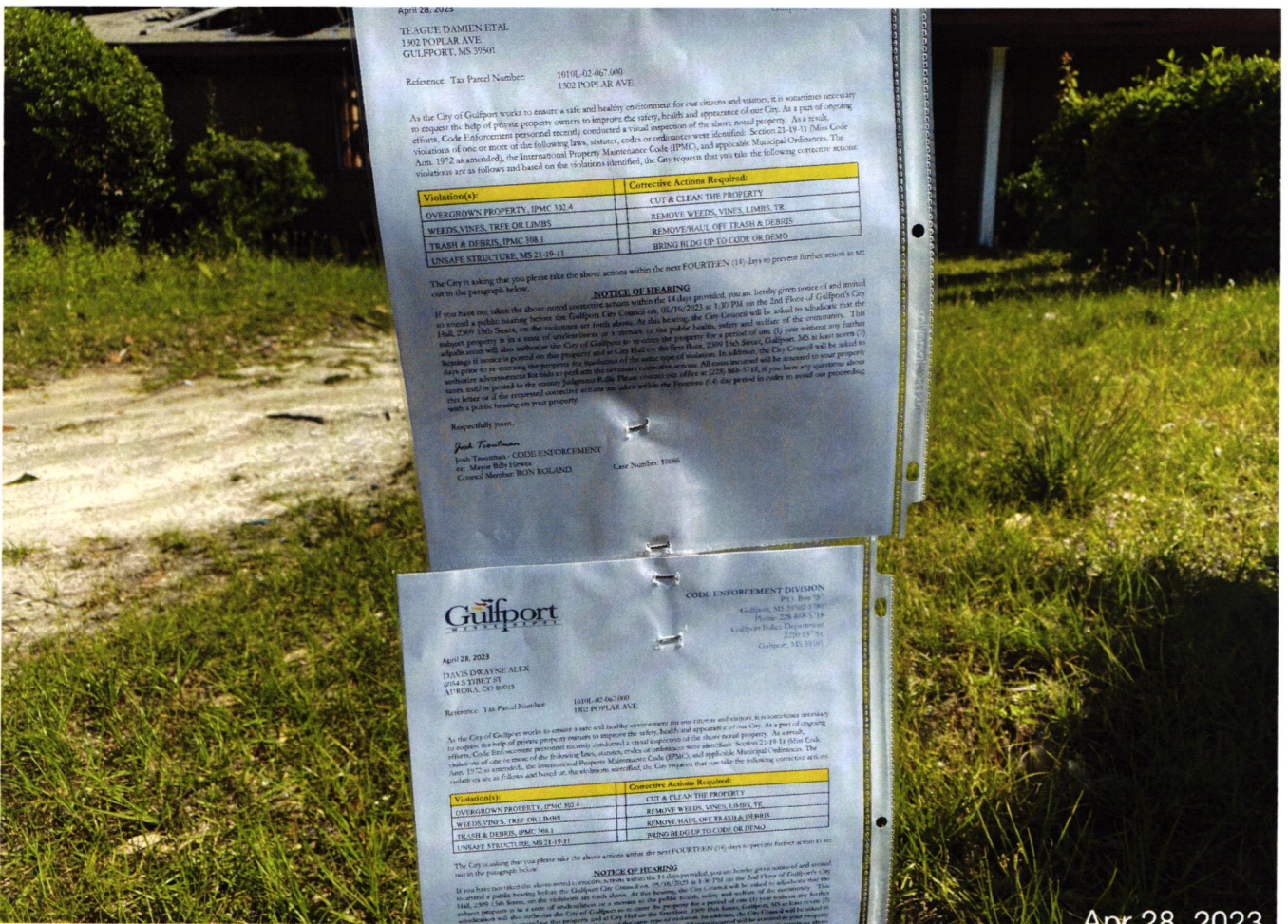
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 10686



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

May 1, 2023

EVANS NANCY
4619 ARKANSAS AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810F-04-035.000
8225 ARKANSAS AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 11006

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

May 1, 2023

EVANS NANCY
8225 ARKANSAS AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810F-04-035.000
8225 ARKANSAS AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 11006



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

May 1, 2023

KENNEDY ANTHONY R SR
155 WALNUT COURT
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810F-04-036.000
4603 ARKANSAS AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 11007

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

May 1, 2023

KENNEDY ANTHONY R SR

4603 ARKANSAS AVE

GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810F-04-036.000
4603 ARKANSAS AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

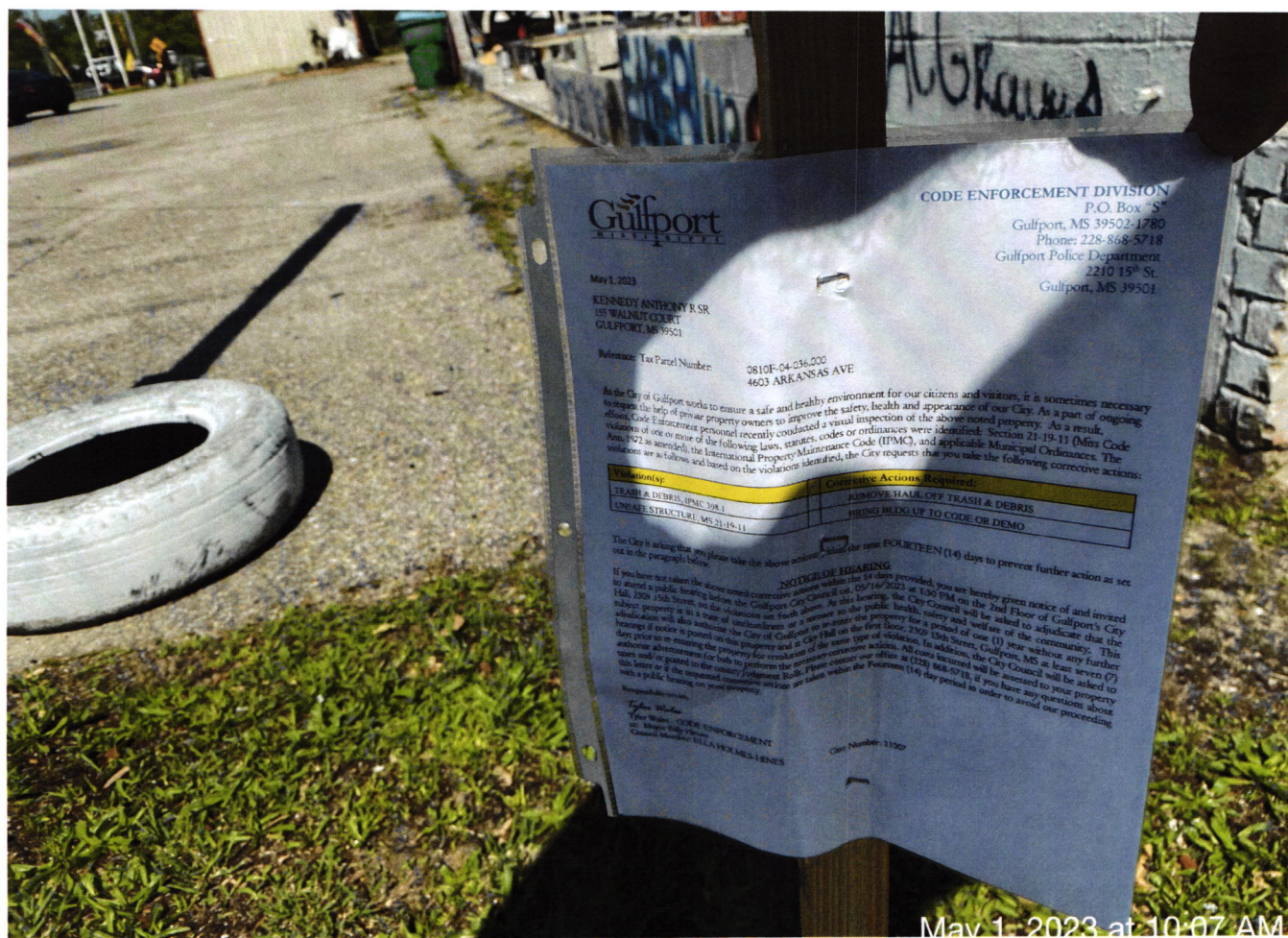
Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 11007



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 27, 2023

FOSTER VERN G
1713 22ND ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811G-04-123.000
1701 22ND ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 11065

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 27, 2023

FOSTER VERN G
1701 22ND ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811G-04-123.000
1701 22ND ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 11065



Apr 27 2023

Gulfport
MISSISSIPPI

April 27, 2023
FOSTER VERN G
1713 22ND ST
GULFPORT, MS 39501

Reference, Tax Parcel Number: 0811G-04-123.000
1701 22ND ST

P.O. Box 5
Gulfport, MS 39503-1780
Phone: 228-678-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the code Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,
Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hayes
Council Member ELLA HOLMES HINES

Case Number: 11065

Apr 27 2023

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 28, 2023

BRAZORIA COUNTY ALTERNATIVE ACADEMY
1216 N VELASCO ST STE F
ANGLETON, TX 77515

Reference: Tax Parcel Number: 0911C-01-134.000
23RD ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 11130



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St
Gulfport, MS 39501

April 28, 2023
BRAZORIA COUNTY ALTERNATIVE ACADEMY
1216 N VELASCO ST STE F
ANGLETON, TX 77515

Reference: Tax Parcel Number: 0911C-01-134.000
23RD ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREES OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below:

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman
Josh Troutman CODE ENFORCEMENT
or Mayor Billy Hewes
Council Member ELLA HOLMES-HINTS

Case Number: 11130

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 27, 2023

PITTMAN GREGORY
3601 MEADOWLARK DR
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810C-06-027.000
15241 TYLER ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
IMPROPER STORAGE, SEC IV (3)	REMOVE/RELOCATE STORAGE STRUCT

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 11198

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 27, 2023

PITTMAN GREGORY
15241 TYLER ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810C-06-027.000
15241 TYLER ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
IMPROPER STORAGE, SEC IV (3)	REMOVE/RELOCATE STORAGE STRUCT

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

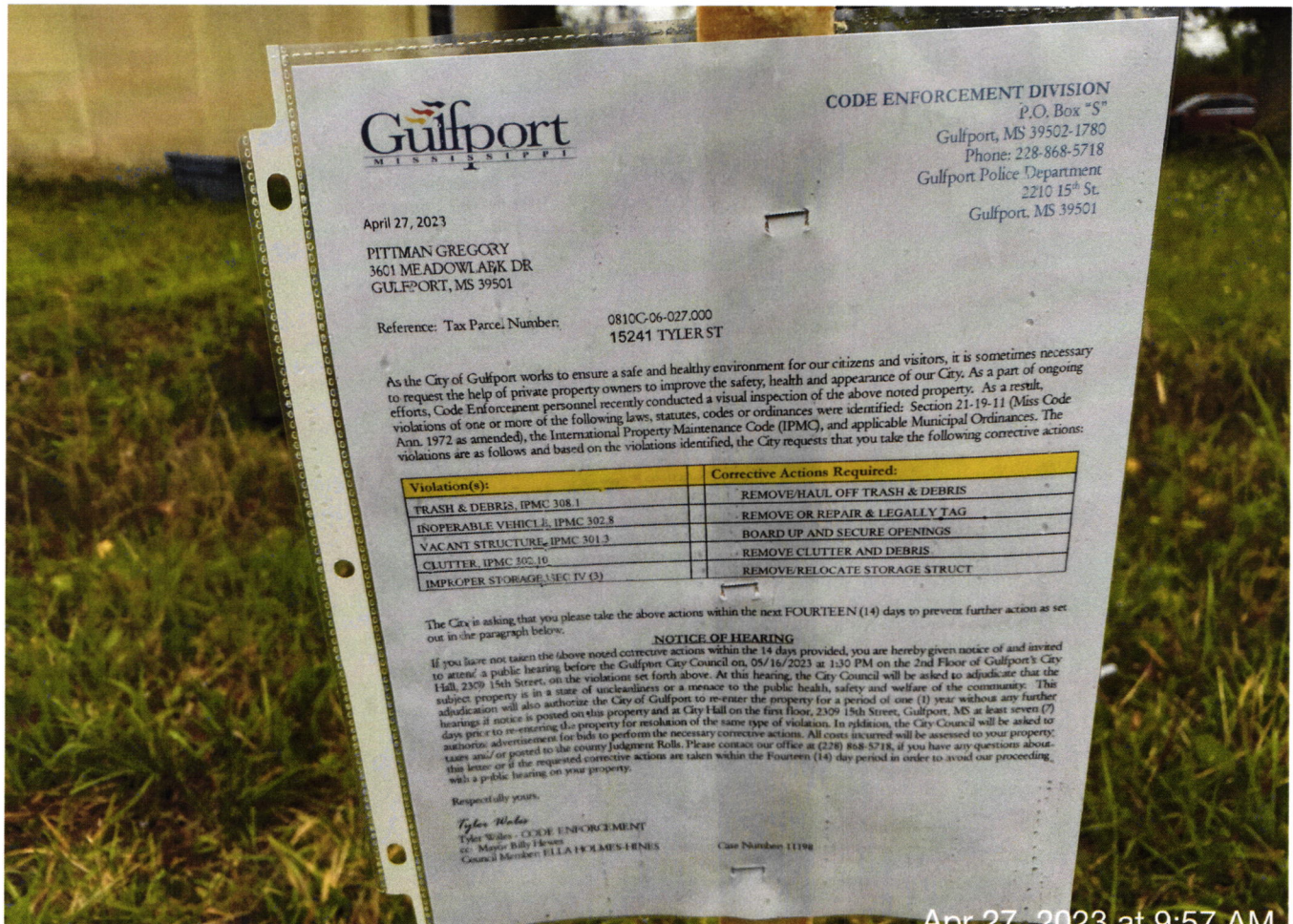
cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 11198



Apr 27, 2023 at 9:57 AM



Apr 27, 2023 at 9:57 AM

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 27, 2023

SWAREK GABRIEL THOMAS
12477 FISHERMANS TRL
GULFPORT, MS 39503

Reference: Tax Parcel Number: 1010B-02-004.000
1104 GLENDALE PL

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
FENCE VIOLATION, IPMC 304.2	REPAIR, MAINTENANCE OR REMOVE
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER

Case Number: 11020

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 27, 2023

SWAREK GABRIEL THOMAS

1104 GLENDALE PL

GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010B-02-004.000
1104 GLENDALE PL

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
FENCE VIOLATION, IPMC 304.2	REPAIR, MAINTENANCE OR REMOVE
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RUSTY WALKER

Case Number: 11020



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 28, 2023

TRUE GEORGE W JR -EST-
9036 VICTORIA CIRCLE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0910F-04-004.000
314 41ST ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RUSTY WALKER

Case Number: 11119

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 28, 2023

TRUE GEORGE W JR -EST-
314 41ST ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910F-04-004.000
314 41ST ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

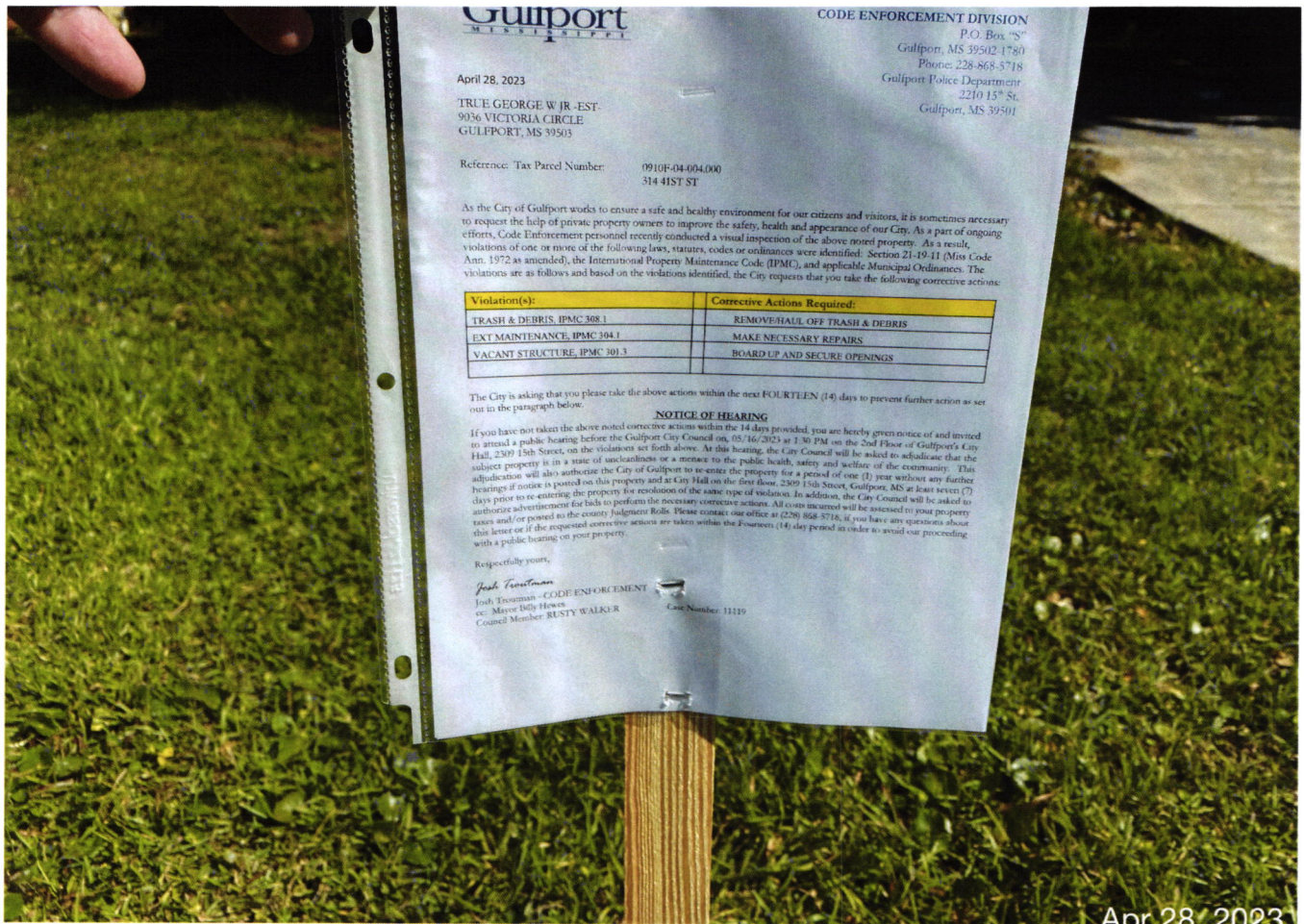
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER

Case Number: 11119



Apr 28, 2023



Apr 28, 2023

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 27, 2023

VIVOD JOHN J JR
507 LYNN AVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908N-04-016.000
507 LYNN AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: MYLES SHARP

Case Number: 10806

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 27, 2023

VIVOD JOHN J JR
587 KNEAL DR
D'IBERVILLE, MS 39540

Reference: Tax Parcel Number: 0908N-04-016.000
507 LYNN AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: MYLES SHARP

Case Number: 10806



Apr 25, 2023 at 10:21



CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

April 27, 2023

VIVOD JOHN J JR
507 LYNN AVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908N-04-016.000
507 LYNN AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO

The City is asking that you please take the above actions within the next **FOURTEEN (14)** days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 10806

Apr 27, 2023 at 10:55



CODE ENFORCEMENT DIVISION

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 26, 2023

PARISH SHANNON

405 S 4TH ST

KINGMAN, AZ 86401-6059

Reference: Tax Parcel Number: 1008D-01-006.000
12206 ARROWHEAD DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
RECREATIONAL EQUIPMENT ORD.	REMOVE/RELOCATE REC VEHICLE

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: R LEE FLOWERS

Case Number: 11052

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 26, 2023

PARISH SHANNON
12206 ARROWHEAD DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 1008D-01-006.000
12206 ARROWHEAD DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
RECREATIONAL EQUIPMENT ORD.	REMOVE/RELOCATE REC VEHICLE

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

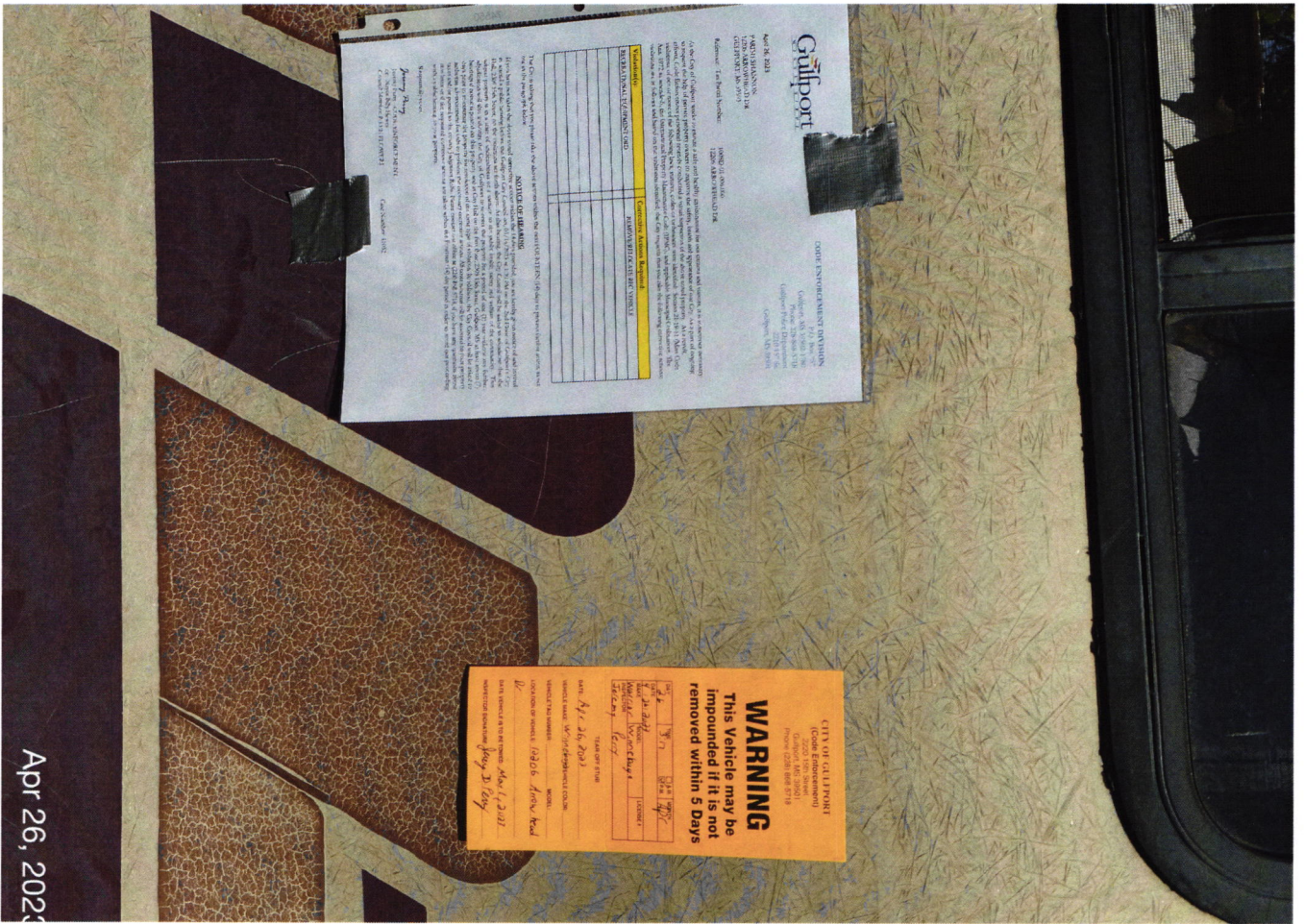
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS

Case Number: 11052





Mar 27, 2023

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 26, 2023

DAVIS KENNETH R SR -ESTATE-
11065 E DOGWOOD DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 1008K-02-059.000
11065 EAST DOGWOOD DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: R LEE FLOWERS

Case Number: 11126

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 27, 2023

SINGLEY GEORGE R & PATRICK TWYLA M
13214 W COUNTRY HILLS DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0807P-01-044.127
13214 WEST COUNTRY HILLS DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 05/16/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

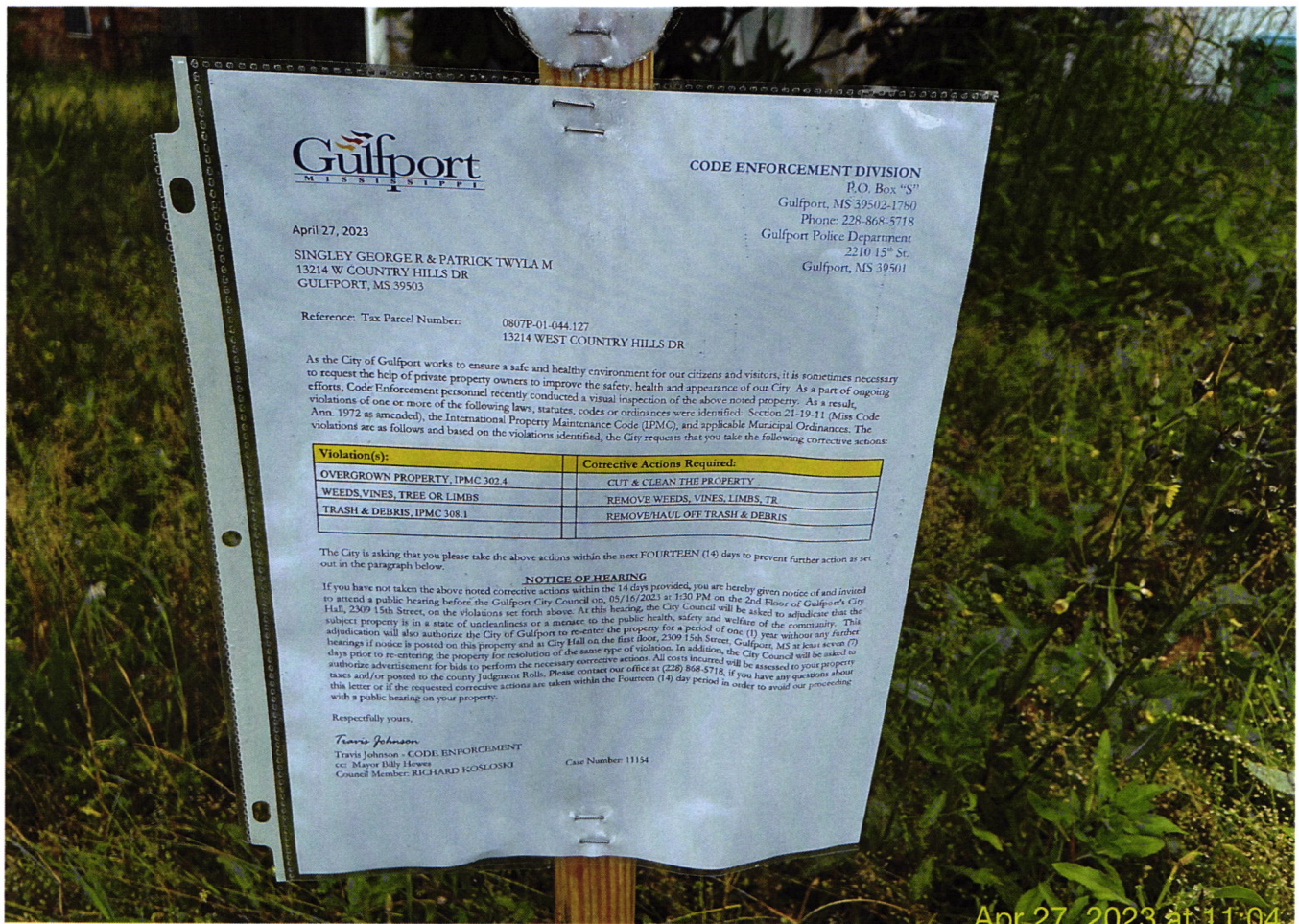
Travis Johnson

Travis Johnson - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RICHARD KOSLOSKI

Case Number: 11154



MEMORANDUM – CITY OF GULFPORT

Date: MAY 1, 2023

To: Mayor Billy Hewes
City Council Members

From: Police Department
Code Enforcement Division

Subject: Chapter 3 Notice(s) to be made part of the minutes.

RE: Chapter 3 Notice(s) Of Certain Property Within The City Of Gulfport
per the International Property Maintenance Code (IPMC) For The Said
Properties Being Described:

- Parcel 1: 0908O-02-029.000. Lot 182 & Less W 3 Ft Pine Hill Subd Part 2. Property Located At 2614 West David Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter From Carport. Scott Isabella Case: 10683
- Parcel 2: 0811G-04-124.000. Beg At Ne Cor Of Lot 1 Blk 1 Murphy Add E 61 Ft S 320 Ft To 21st St W 61 Ft N 320 Ft To Beg Part Of Lot 15 Day Baker Division Sec 3-8-11. Property Located At 1703 22nd St. For Violation Of Cut & Clean The Property , Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove/Discard Used Appliances , Remove Or Relocate Furniture. Mobley Clifton & Watson Kathy Case: 10841
- Parcel 3: 1010K-01-029.000. Lot 1 Blk 20 Anniston Estates Unit #1. Property Located At 904 Augustine Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris. Kuhn Freddie D & Karen Case: 11010
- Parcel 4: 0810C-06-026.000. Lots 19 & 20 Blk. 152 North Gulfport. Property Located At 4920 Arkansas Ave. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Stop Major Repairs Or Disassembly, Park In Approved Location. Holmes Esther -EST- Case: 11194
- Parcel 5: 0810C-06-025.000. Lots 21 & 22 Blk 152 North Gulfport Secs 27/28-7-11. Property Located At Arkansas Ave. For Violation Of Remove Or Repair & Legally Tag, Remove Vehicle, Park In Approved Location , Remove/Relocate Rec Vehicle. Babin Evan M Case: 11197
- Parcel 6: 0810C-06-022.000. Lots 31 & 32 Blk. 152 North Gulfport Sec. 27/28-7-11. Property Located At 2508 Harrison St. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Stop Major Repairs Or Disassembly, Remove Clutter And Debris. Brody Daniel Case: 11205

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 20, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

SCOTT ISABELLA
2614 DAVID DRIVE
GULFPORT, MS 39503

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0908O-02-029.000
2614 WEST DAVID DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
CARPORT CLUTTER, IPMC 302.10.1	REMOVE CLUTTER FROM CARPORT

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order.** Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Travis Johnson

Travis Johnson
City of Gulfport Code Official

Case Number: 10683



April 20, 2023

SCOTT ISABELLA
2614 DAVID DRIVE
GULFPORT, MS 39503

CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 09080-02-029.000
2614 WEST DAVID DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
CARPORT CLUTTER, IPMC 302.10.1	REMOVE CLUTTER FROM CARPORT

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available as it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hearing.

Respectfully yours,

Travis Johnson
Travis Johnson
City of Gulfport Code Official

Case Number: 10663

Apr 20, 2023 at 15:34

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 27, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

WATSON KATHY
1703 22ND STREET
GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0811G-04-124.000
1703 22ND ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
APPLIANCE(S) OUTSIDE OF BLDG	REMOVE/DISCARD USED APPLIANCES
INDOOR FURNITURE OUTSIDE	REMOVE OR RELOCATE FURNITURE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 10841

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 27, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

MOBLEY CLIFTON
1703 22ND STREET
GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0811G-04-124.000
1703 22ND ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
APPLIANCE(S) OUTSIDE OF BLDG	REMOVE/DISCARD USED APPLIANCES
INDOOR FURNITURE OUTSIDE	REMOVE OR RELOCATE FURNITURE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

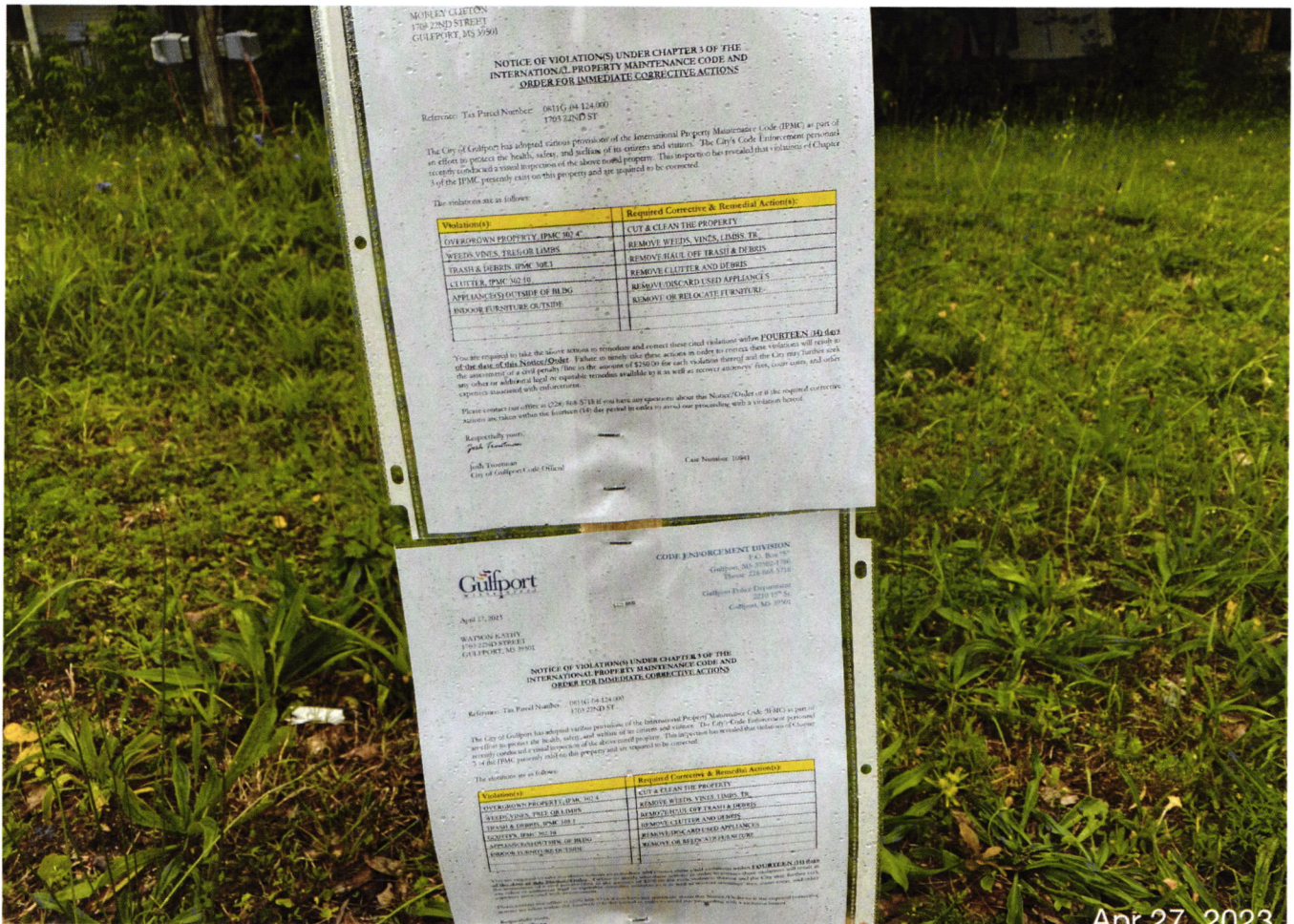
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 10841



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

April 20, 2023

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

KUHN FREDDIE D & KAREN
904 AUGUSTINE DR
GULFPORT, MS 39507

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 1010K-01-029.000
904 AUGUSTINE DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 11010

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 26, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

HOLMES ESTHER -EST-
4920 ARKANSAS AVE
GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0810C-06-026.000
4920 ARKANSAS AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
MAJOR AUTO REPAIR, IPMC 302.8	STOP MAJOR REPAIRS OR DISSEMBL
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION

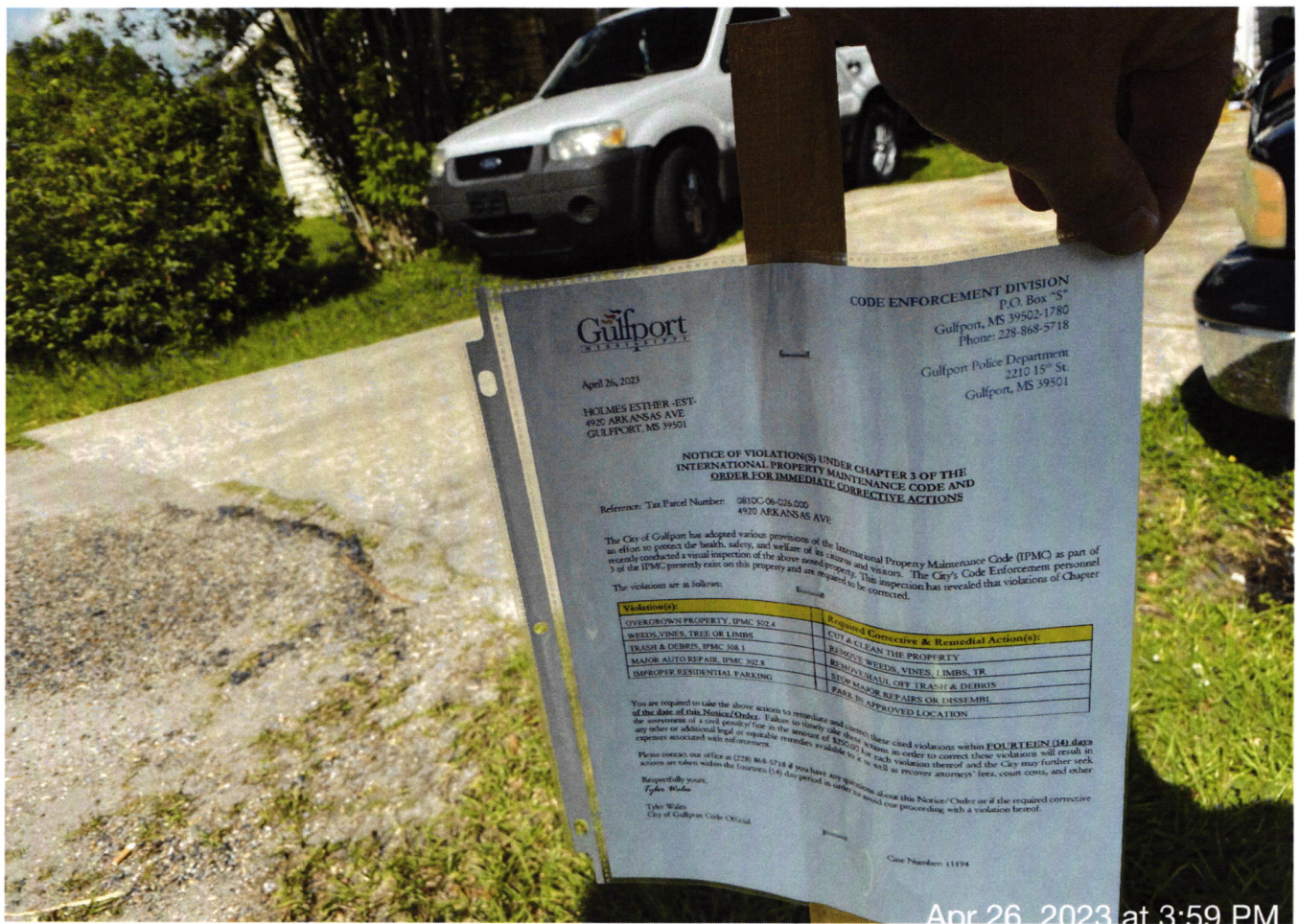
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 11194





CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 26, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

BABIN EVAN M
617 CARMADELLE ST
MARRERO, LA 70072

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0810C-06-025.000
ARKANSAS AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
VEHICLE ON VACANT LOT	REMOVE VEHICLE
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
RECREATIONAL EQUIPMENT ORD.	REMOVE/RELOCATE REC VEHICLE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 11197

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 26, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

BABIN EVAN M
0 ARKANSAS AVE
GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0810C-06-025.000
ARKANSAS AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
VEHICLE ON VACANT LOT	REMOVE VEHICLE
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
RECREATIONAL EQUIPMENT ORD.	REMOVE/RELOCATE REC VEHICLE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

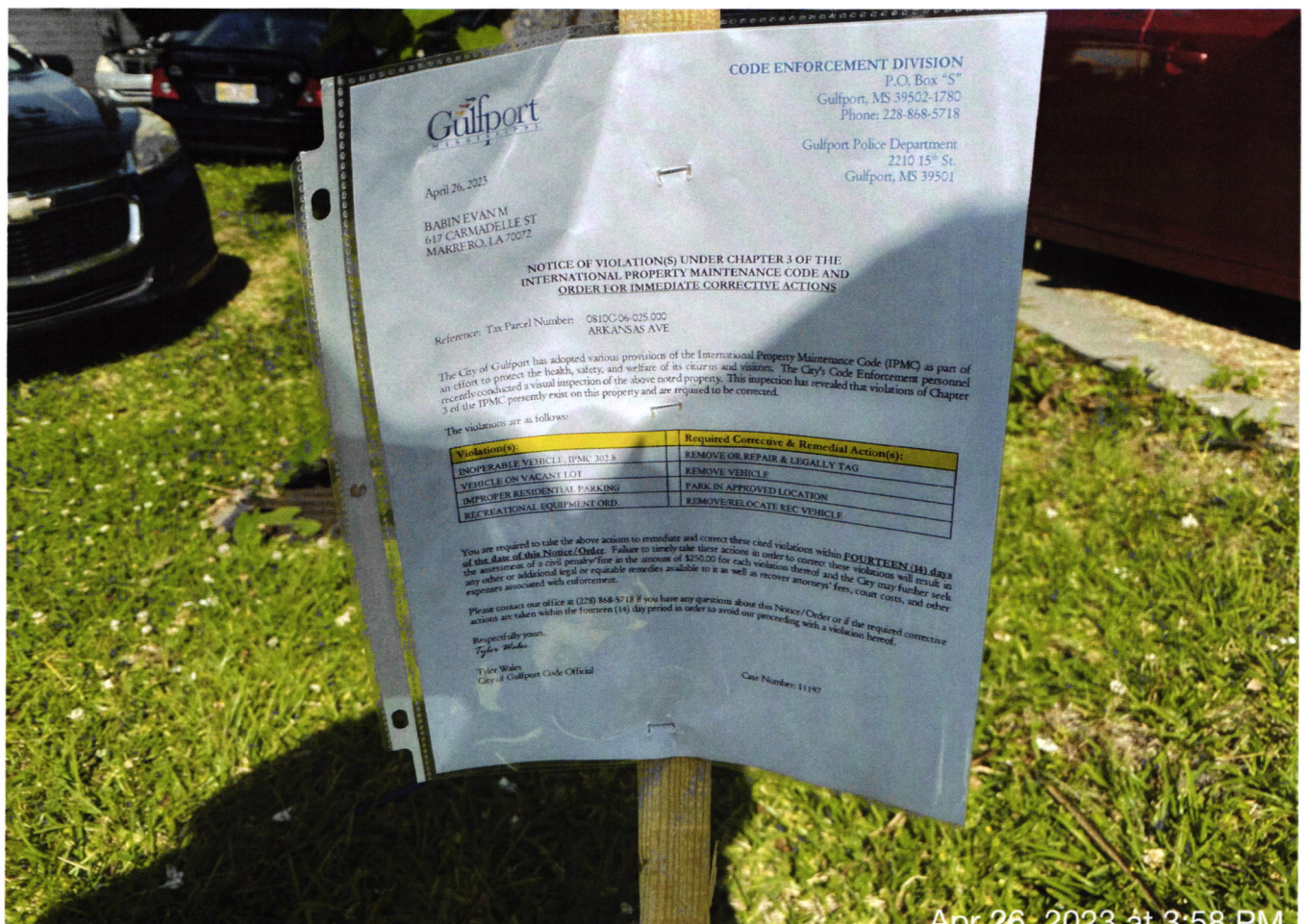
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 11197



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 27, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

BRODY DANIEL
98 MARCIE DR
LONG BEACH, MS 39560

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0810C-06-022.000
2508 HARRISON ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
MAJOR AUTO REPAIR, IPMC 302.8	STOP MAJOR REPAIRS OR DISSEMBL
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 11205

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 27, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

BRODY DANIEL
2508 HARRISON ST
GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0810C-06-022.000
2508 HARRISON ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
MAJOR AUTO REPAIR, IPMC 302.8	STOP MAJOR REPAIRS OR DISSEMBL
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

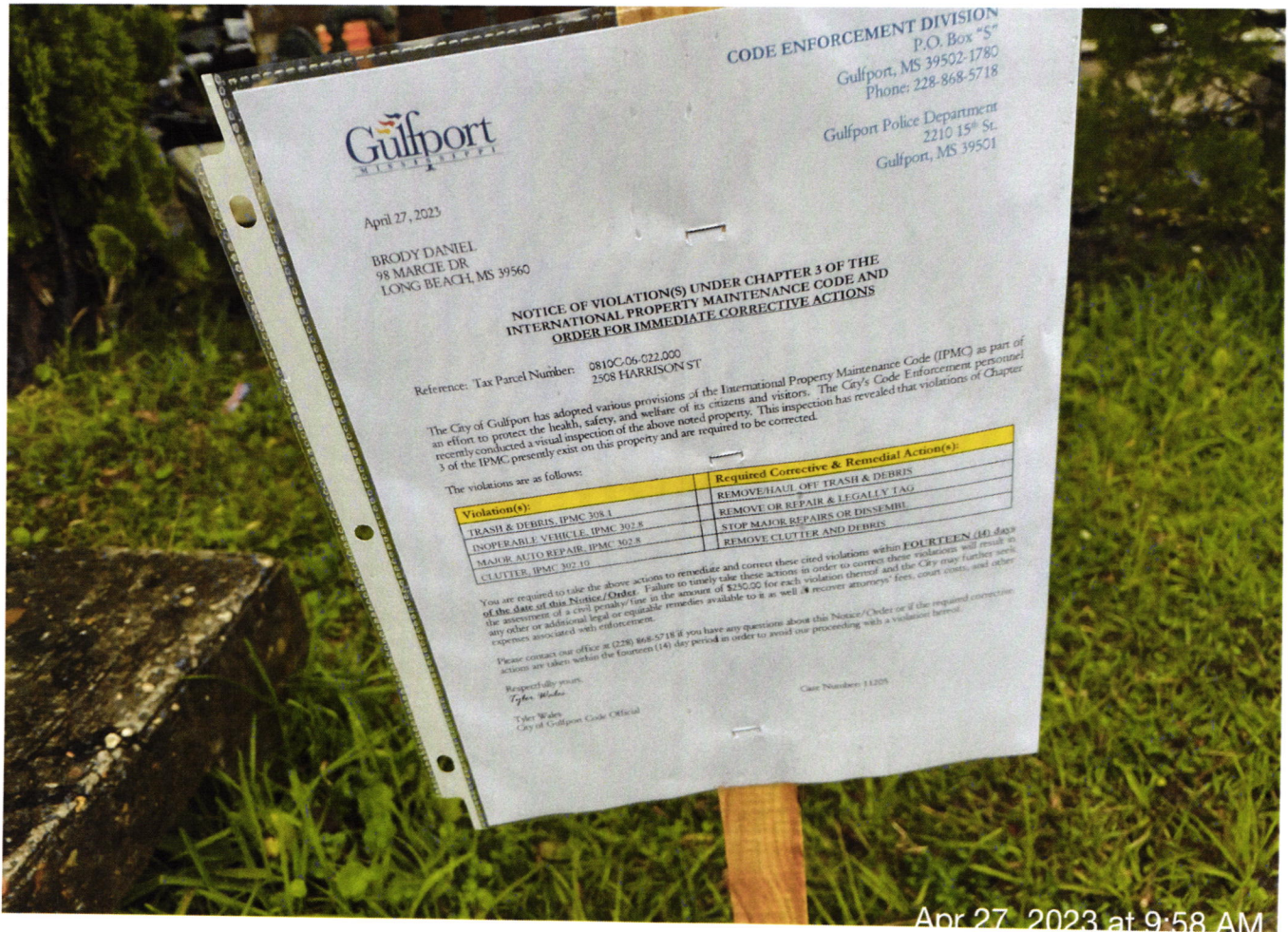
Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 11205



Apr 27, 2023 at 9:58 AM



Apr 27, 2023 at 9:58 AM

MEMORANDUM – CITY OF GULFPORT

Date: MAY 1, 2023

To: Mayor Billy Hewes
City Council Members

From: Police Department
Code Enforcement Division

Subject: Approval To Advertise

RE: Resolutions Declaring Property In A State Of Uncleanliness To Be A Menace To The Public Health And Safety Of The Community And Authorizing Lot Clean-Up and/or Demolitions And For The Approval To Advertise For Bids To Be Presented On The 16TH Day Of MAY, 2023, To The City Council:

WARD 2

Parcel 1: 1010L-02-067.000. Lot 134 Sherwood Est Subd. 1302 Poplar Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Teague Damien Etal

WARD 3

Parcel 2: 0810F-04-035.000. N 21 Ft Of Lot 7 & All Of Lots 8 To 16 Blk 255 North Gulfport Subd Sec 28-7-11. 8225 Arkansas Ave. Bring Bldg Up To Code Or Demo. Evans Nancy

Parcel 3: 0810F-04-036.000. Lots 2-6 & S 4 Ft Of Lot 7 Blk 255 North Gulfport Subd Sec 28-7-11. 4603 Arkansas Ave. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Kennedy Anthony R Sr

Parcel 4: 0811G-04-123.000. Beg At Nw Cor Of Lot 14 & Run S 320 Ft More Or Less To N Line Of 21st St E 35 Ft N 320 Ft More Or Less W 35 Ft To Beg Day Baker Division Sec 3-8-11. 1701 22nd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Foster Vern G

Parcel 5: 0911C-01-134.000. Lots 18 & 19 Less Pcl To City For Rd Blk 12 Hewes Add. 23rd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Brazoria County Alternative Academy

Parcel 6: 0810C-06-027.000. Lot 17 & 18 Blk 152 North Gulfport Secs 27/28-7-11. Tyler St. Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Board Up And Secure Openings, Remove Clutter And Debris, Remove/Relocate Storage Struct. Pittman Gregory

WARD 4

Parcel 7: 1010b-02-004.000. Lot 1 Glendale Place Subd. 1104 Glendale Pl. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Repair, Maintenance Or Remove, Remove Clutter And Debris. Swarek Gabriel Thomas

Parcel 8: 0910F-04-004.000. E. 30 Ft Of Lot 34 & W 40 Ft Of Lot 35 Blk 53 Gulfport Bayou View Subd. 314 41st St. Remove/Haul Off Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings. True George W Jr -EST-

WARD 5

Parcel 9: 0908n-04-016.000. Lot 52 Loren D Estates. 507 Lynn Ave. Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Bring Bldg Up To Code Or Demo. Vivod John J Jr

WARD 6

Parcel 10: 1008D-01-006.000. 1.0 Ac Beg At Sw Cor Of Lot 6 Indian Oaks Subd On E Mar Of Arrowhead Dr S 73 Dg E Along Lot To W Mar Of New Cowan-Lorraine Rd Nly Along Lot 164.1 Ft To N Line Of Lot N 81 Dg W Along Lot To Arrowhead Dr Sly Along Rd 143.1 Ft To Pob; Also Beg At Se Cor Of L. 12206 Arrowhead Dr. Remove/Relocate Rec Vehicle. Parish Shannon

Parcel 11: 1008k-02-059.000. Lot 30 Blk 10 Oakleigh Manor Unit 2 1st Add. 11065 East Dogwood Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Board Up And Secure Openings, Remove Clutter And Debris. Davis Kenneth R Sr -Estate-

WARD 7

Parcel 12: 0807P-01-044.127. Lot 46 Country Hills Subd Ph 2 Sec 34-6-11. 13214 West Country Hills Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Singley George R & Patrick Twyla M

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the 16TH day of MAY, 2023, the following Resolution:

A RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING ADVERTISEMENT FOR BIDS TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and members of the Council of the City of Gulfport finds, determines, and adjudicates, based upon the investigation of the City of Gulfport Police Department Code Enforcement Division, that the parcels of land described below are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said properties, as described herein, are lying and being within the City of Gulfport, First Judicial District, Harrison County, Mississippi; and

WHEREAS, the parcels investigated by the City of Gulfport Police Department Code Enforcement Division and recommended by them for adjudication as being parcels in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community are as follows:

- Parcel 1: 1010L-02-067.000. Lot 134 Sherwood Est Subd. 1302 Poplar Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Teague Damien ETAL
- Parcel 2: 0810F-04-035.000. N 21 Ft Of Lot 7 & All Of Lots 8 To16 Blk 255 North Gulfport Subd Sec 28-7-11. 8225 Arkansas Ave. Bring Bldg Up To Code Or Demo. Evans Nancy
- Parcel 3: 0810F-04-036.000. Lots 2-6 & S 4 Ft Of Lot 7 Blk 255 North Gulfport Subd Sec 28-7-11. 4603 Arkansas Ave. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Kennedy Anthony R Sr
- Parcel 4: 0811G-04-123.000. Beg At Nw Cor Of Lot 14 & Run S 320 Ft More Or Less To N Line Of 21st St E 35 Ft N 320 Ft More Or Less W 35 Ft To Beg Day Baker Division Sec 3-8-11. 1701 22nd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Foster Vern G
- Parcel 5: 0911C-01-134.000. Lots 18 & 19 Less Pcl To City For Rd Blk 12 Hewes Add. 23rd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Brazoria County Alternative Academy
- Parcel 6: 0810C-06-027.000. Lot 17 & 18 Blk 152 North Gulfport Secs 27/28-7-11. Tyler St. Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Board Up And Secure Openings, Remove Clutter And Debris, Remove/Relocate Storage Struct. Pittman Gregory

- Parcel 7: 1010B-02-004.000. Lot 1 Glendale Place Subd. 1104 Glendale Pl. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Repair, Maintenance Or Remove, Remove Clutter And Debris. Swarek Gabriel Thomas
- Parcel 8: 0910F-04-004.000. E. 30 Ft Of Lot 34 & W 40 Ft Of Lot 35 Blk 53 Gulfport Bayou View Subd. 314 41st St. Remove/Haul Off Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings. True George W Jr -EST-
- Parcel 9: 0908N-04-016.000. Lot 52 Loren D Estates. 507 Lynn Ave. Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Bring Bldg Up To Code Or Demo. Vivod John J Jr
- Parcel 10: 1008D-01-006.000. 1.0 Ac Beg At Sw Cor Of Lot 6 Indian Oaks Subd On E Mar Of Arrowhead Dr S 73 Dg E Along Lot To W Mar Of New Cowan-Lorraine Rd Nly Along Lot 164.1 Ft To N Line Of Lot N 81 Dg W Along Lot To Arrowhead Dr Sly Along Rd 143.1 Ft To Pob; Also Beg At Se Cor Of L. 12206 Arrowhead Dr. Remove/Relocate Rec Vehicle. Parish Shannon
- Parcel 11: 1008K-02-059.000. Lot 30 Blk 10 Oakleigh Manor Unit 2 1st Add. 11065 East Dogwood Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees Remove/Haul Off Trash & Debris, Board Up And Secure Openings, Remove Clutter And Debris. Davis Kenneth R Sr -Estate-
- Parcel 12: 0807P-01-044.127. Lot 46 Country Hills Subd Ph 2 Sec 34-6-11. 13214 West Country Hills Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Singley George R & Patrick Twyla M

WHEREAS, the Mayor and members of the Council of the City of Gulfport further find, determine and adjudicate that advertisement for bids to clean the above referenced properties should be made in the form and manner by law provided; and

WHEREAS, the Mayor and members of the Council further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and members of the Council, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Clerk be and is hereby authorized to advertise for bids to clean the property described above lying and being within the City of Gulfport, First Judicial

District of Harrison County, Mississippi.

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and members of the Council, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

Councilmember _____ moved the adoption of the Resolution, which motion was seconded by Councilmember _____. Upon being put to a roll call vote, the following ballots were cast:

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of ____, 2023, the following Ordinance:

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR REMOVAL OR DELETION OF THE POSITION OF “ASSISTANT DIRECTOR” IN THE DEPARTMENT OF URBAN DEVELOPMENT FROM THE CITY OF GULFPORT, MISSISSIPPI’S SALARY GRADE SCHEDULE, AND FOR RELATED PURPOSES

WHEREAS, Section 21-8-21(2) of the Mississippi Code Annotated provides and requires that “[e]very officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by council from time to time, as occasion may demand;” and

WHEREAS, the City of Gulfport’s Governing Authority utilizes a “Salary Grade Schedule” to memorialize and to effectuate the setting of salaries during the course of each fiscal year and, from time to time, as part of this process there is the need to add and remove positions from this Schedule, such Schedule as previously approved by the Governing Authority on October 6, 2020; and

WHEREAS, the position of “Assistant Director” in the City of Gulfport’s Department of Urban Development was previously created and funded by the Governing Authority in Grade 210 in the City’s “Salary Grade Schedule” and the City’s Administration now reports that there is no longer a need to have this position funded as the Administration is undertaking an effort to fill the previously vacated position of Director of this Department with the employee who has been serving in this Assistant Director position and, therefore, such position of “Assistant Director” can now be removed or deleted from the City’s “Salary Grade Schedule” effective upon this employee’s ratification of appointment to the Director position.

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

SECTION 1. That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the aforementioned “Assistant Director” position in the City’s Department of Urban Development is hereby removed and deleted from the City’s “Salary Grade Schedule” currently in effect, with such removal and deletion to be effective upon the

aforementioned employee’s ratification of appointment to the Director position in this Department.

SECTION 3. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance deletes and removes the position of ‘Assistant Director’ in the City’s Department of Urban Development from the City’s ‘Salary Grade Schedule.’ A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the ____ day of ____, 2023.



ATTEST:

ADOPTED:

Clerk of Council

President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the ____ day of ____, 2023.

APPROVED:

Mayor

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of ____, 2023, the following Ordinance:

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR REMOVAL OR DELETION OF THE POSITION OF “EQUIPMENT SPECIALIST” FROM THE CITY OF GULFPORT, MISSISSIPPI’S SALARY GRADE SCHEDULE, AND FOR RELATED PURPOSES

WHEREAS, Section 21-8-21(2) of the Mississippi Code Annotated provides and requires that “[e]very officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by council from time to time, as occasion may demand;” and

WHEREAS, the City of Gulfport’s Governing Authority utilizes a “Salary Grade Schedule” to memorialize and to effectuate the setting of salaries during the course of each fiscal year and, from time to time, as part of this process there is the need to add and remove positions from this Schedule, such Schedule as previously approved by the Governing Authority on October 6, 2020; and

WHEREAS, the position of “Equipment Specialist” was previously created and funded by the Governing Authority in Grade 109 in the City’s “Salary Grade Schedule” and the City’s Administration now reports that there is no longer a need to have this position funded as the Administration is undertaking an effort to re-organize and add an additional “Inspector / Investigator” position in the Fire Department and, therefore, such position of “Equipment Specialist” can now be removed or deleted from the City’s “Salary Grade Schedule” effective immediately.

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

SECTION 1. That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the aforementioned “Equipment Specialist” position is hereby removed and deleted from the City’s “Salary Grade Schedule” currently in effect, with such removal and deletion to be effective immediately.

SECTION 3. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its

passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance deletes and removes the position of “Equipment Specialist” from the City’s ‘Salary Grade Schedule’ effective immediately. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the ____ day of ____, 2023.



ATTEST:

ADOPTED:

Clerk of Council

President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the ____ day of ____, 2023.

APPROVED:

Mayor



FIRE DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5950
Fax: 228-868-5808

Central Station
1515 23rd Avenue
Gulfport, MS 39501

Memorandum

FIRE DEPARTMENT

To: Mayor Billy Hewes
Leonard Papania, CAO
Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman F.B. Walker IV
Councilman Myles Sharp
Councilman Robert Flowers
Councilman Richard Kosloski

From: Billy Kelley, Fire Chief

Date: May 5th, 2023

Re: **Request to delete Equipment Specialist position and add Fire Inspector/Investigator position**

Please place the item described below on the May 16th Council Agenda:

I am requesting to delete the budgeted position of Equipment Specialist (Grade 109/8). This position has been held for the last 2 years with an employee on Workman's Comp. The claim was settled last week and I am no longer in need of this position. Due to the demand in our Fire Prevention Bureau with inspections, investigations, plan review and public education I am requesting to add an inspector/investigator position (Grade 405/8 at \$43,820.07), in place of the position we are deleting.

There will not be a need for any budget amendments at this time. The \$4,000 pay difference can be absorbed by the 10 open positions we currently have.

Thank you for your consideration in this matter,


Billy Kelley
Fire Chief, City of Gulfport

Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements involves frequent walking, standing, some lifting and carrying objects of light to heavy weight of 50+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.

When performing actual fire cause investigations or other fire prevention activities, incumbents will be required to work outdoors in a variety of weather conditions; may have to move debris and other materials using hand and power tools; may have to walk over rough, uneven or unstable surfaces; work at heights greater than 10 feet; climb ladders; wear fire protection gear and/or equipment necessary at a fire scene; work in small, cramped areas; bend or stoop repeatedly sometimes over a period of time; stand or walk for extended periods of time and use arms above shoulder level.

When not performing duties in the field, incumbents work in an indoor office setting and are required to enter data using computer equipment; required to produce written documents using proper grammar, punctuation and spelling; use graphic instructions, blueprints and layouts when checking for code compliance; may sit for extended periods of time with the ability to move at will.

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, the essential functions of the job.

- Has considerable knowledge of the geography of the city and surrounding areas, including the location of streets, hydrants, and major fire hazards.
- Possesses understanding of the structure, functions, and operational procedures of the fire department.
- Knowledge of legal requirements for record retention, freedom of information requests, and community right-to-know.
- Considerable knowledge of inspection and enforcement procedures and legal responsibilities.
- Considerable knowledge of portable fire extinguishers, fixed fire extinguishing systems, automatic fire sprinkler systems, standpipe and hose systems, water supply systems, and automatic and manual fire alarm systems.
- Understands principles of electricity, materials storage, welding and cutting, application of flammable finishes, dip tanks, dry cleaning, dust hazards, and heating and cooking equipment.
- Ability to identify requirements relative to fire drills that are required within the jurisdiction and how to conduct or evaluate fire drills in various occupancies and human behavior during fires and emergencies.
- Possesses extensive knowledge of classifications, properties, labeling, transportation, storage, handling and use of flammable/combustible liquids, fireworks, and explosives, compressed and liquefied gases, flammable solids, toxic materials, oxidizers, radioactive materials, and other regulated materials.
- Knowledge or experience with fire alarms, sprinkler systems, standpipe systems and suppression systems.
- Must be able to secure legal descriptions of property.
- Ability to establish and maintain working relationships with fellow employees, outside agencies and the general public.
- Able to analyze situations quickly and objectively.
- Ability to prepare clear comprehensive oral and written reports.
- Has knowledge of various computer applications, word, excel, databases, etc.
- Able to work effectively under stressful conditions.
- Able to read and interpret a variety of maps, plans and diagrams.
- Able to work prolonged periods of time in complex combinations of extreme weather conditions.
- Ability to maintain harmonious and effective working relationships with other employees, supervisor and other departments.

Education and Experience

High school diploma or equivalent minimum and associate degree preferred. Eight (8) years of previous fire-related experience.

Required Licenses or Certificates

Must possess a valid Mississippi driver's license. Certifications of training, including: Fire Inspector 1031 Level I /Level II, Fire Investigator 1033.



City of Gulfport, Mississippi
Job Description

Fire Investigator/Inspector Sr.
(FIIN)

Department: 290 - Fire
EEO Class: Protective Service Workers
Date Revised: 3 23 2022

FLSA Status: Non-Exempt
Date Approved:

Position Overview

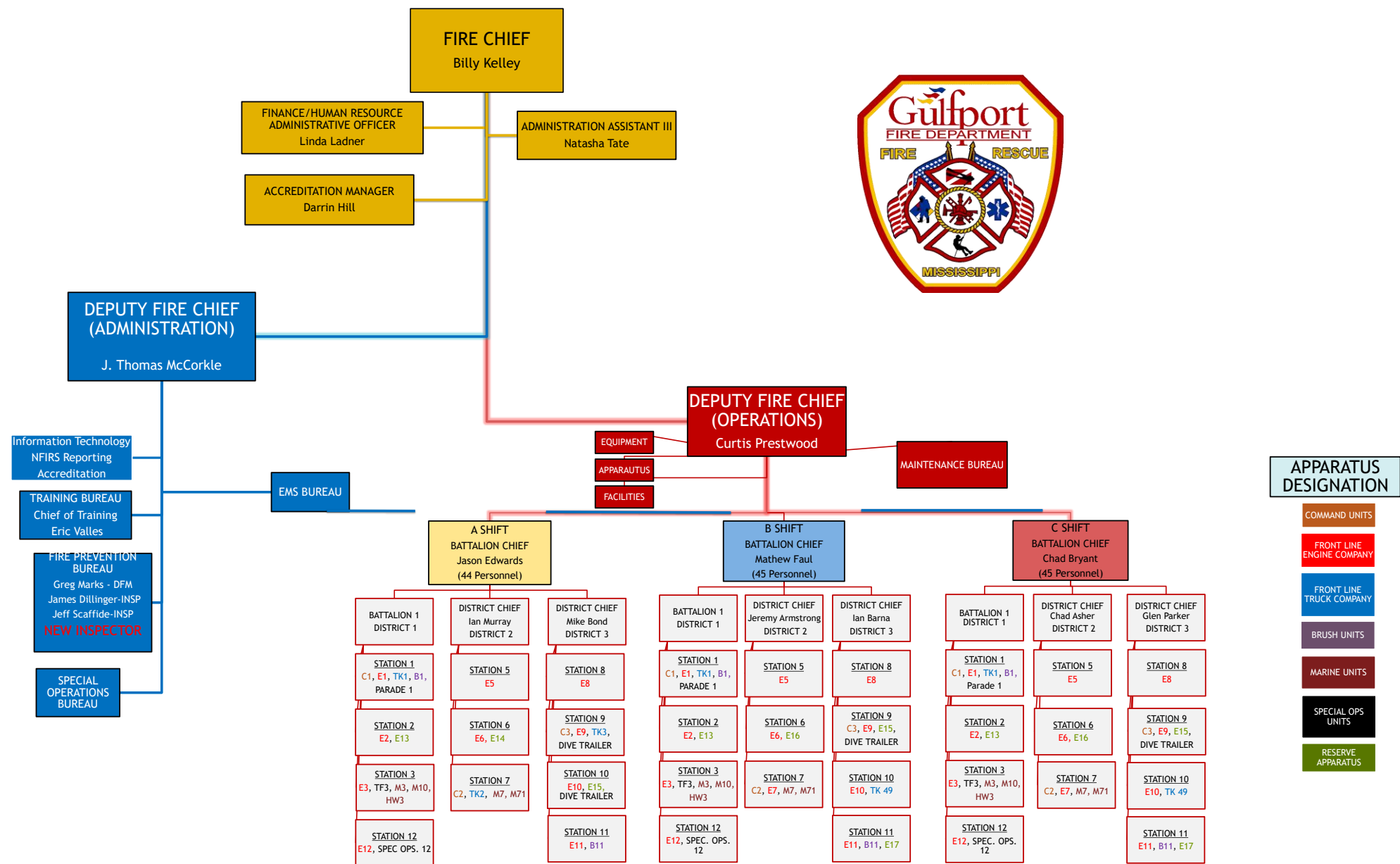
The Fire Investigator/Inspector conducts on-site inspections of buildings and premises for compliance with applicable codes and city ordinances, assists in reviewing plans for proposed building projects. Performs fire educational programs. Conducts fire investigations to determine origin and cause. Employees in this classification perform field inspections of new and existing structures and facilities, or those destroyed or damaged by fire of known or unknown cause or on the basis of complaints, filed or reported.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

- Performs inspections and insure compliance to all current City ordinances relating to fire and life safety issues.
- Review plans for new construction projects involving commercial and multi-family residential for code compliance.
- Maintains records as they relate to building inspections, water flow test information and fire incident reporting.
- Determines the cause of the fire, locating the origin of a fire and determines whether the fire was accidental or intentional by examining and collecting evidence at the scene. If accidental, makes recommendations to prevent reoccurrence.
- Works as a team or as an individual to determine origin and cause, suspects and build a solid case for prosecution.
- Provides a written, detailed report as outlined by NFPA 921 and submits according to the National Incident Reporting System [NIRS].
- Enforces Federal, State and local laws pertaining to fire prevention and deals with all areas of fire safety including public relations and educational efforts for public fire prevention and safety on behalf of the City of Gulfport.
- Investigates and determines the cause of fires.
- Assists with the compilation of data concerning fires and emergency runs within the City as well as the compilations of the monthly and yearly reports.
- Inspects business and industrial site and public buildings for fire hazards.
- Investigates complaints of possible violations of codes, ordinances and fire hazards.
- Maintains appropriate records, files and progress reports on work accomplishments; ensures records are kept according to departmental guidelines, accepted record keeping practices and legal requirements.
- Works with Deputy Fire Marshal, Private Fire Investigators, Insurance Adjusters, State Fire Marshal's Office, Health Department, Police Departments and Private Citizens.
- Organize and conducts fire safety education classes, fire drills and evacuation plans.

GULFPORT FIRE DEPARTMENT ORGANIZATION CHART



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR THE “DIRECTOR OF URBAN DEVELOPMENT DEPARTMENT” POSITION (GRADE 211A) IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

WHEREAS, Section 21-8-21(2) of the Mississippi Code Annotated provides and requires that “[e]very officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by council from time to time, as occasion may demand;” and

WHEREAS, the position of Director of Urban Development Department was previously vacated (and related required de-funding in accordance with the Governing Authority’s adopted Ordinance pertaining to the same) and there is a need to re-fund this position in view of an appointment to this position to be submitted to the City Council for ratification; and

WHEREAS, the salary of compensation for the employees holding the following position shall fall within the ranges set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: “Director of Urban Development Department” (one (1) position), which shall fall within the range set for Grade 211A (\$71,858.68 - \$106,476.92); and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) “Director of Urban

Development Department” position is hereby being added to the “Salary Grade Schedule” previously approved by the City Governing Authority on October 6, 2020.

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

SECTION 1. That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the aforementioned one (1) “Director of Urban Development Department” position is hereby added to and funded as the only such position in “Grade 211A” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”), with funds hereby budgeted up to Step 15 for this position, with such budgeted funds to also be set forth and memorialized in a budget amendment related hereto.

SECTION 3. That the salary of compensation for the employee holding this one (1) position (the “Director of Urban Development Department” position) shall be within the range and presently set within the range of amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its

passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salary of compensation for one (1) ‘Director of Urban Development Department’ position in Grade 211A in the City’s ‘Salary Grade Schedule’ and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2023.

APPROVED:

MAYOR



FIRE DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5950
Fax: 228-868-5808

Central Station
1515 23rd Avenue
Gulfport, MS 39501

Memorandum

FIRE DEPARTMENT

To: Mayor Billy Hewes
Leonard Papania, CAO
Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman F.B. Walker IV
Councilman Myles Sharp
Councilman Robert Flowers
Councilman Richard Kosloski

From: Billy Kelley, Fire Chief

Date: May 5th, 2023

Re: **Request to delete Equipment Specialist position and add Fire Inspector/Investigator position**

Please place the item described below on the May 16th Council Agenda:

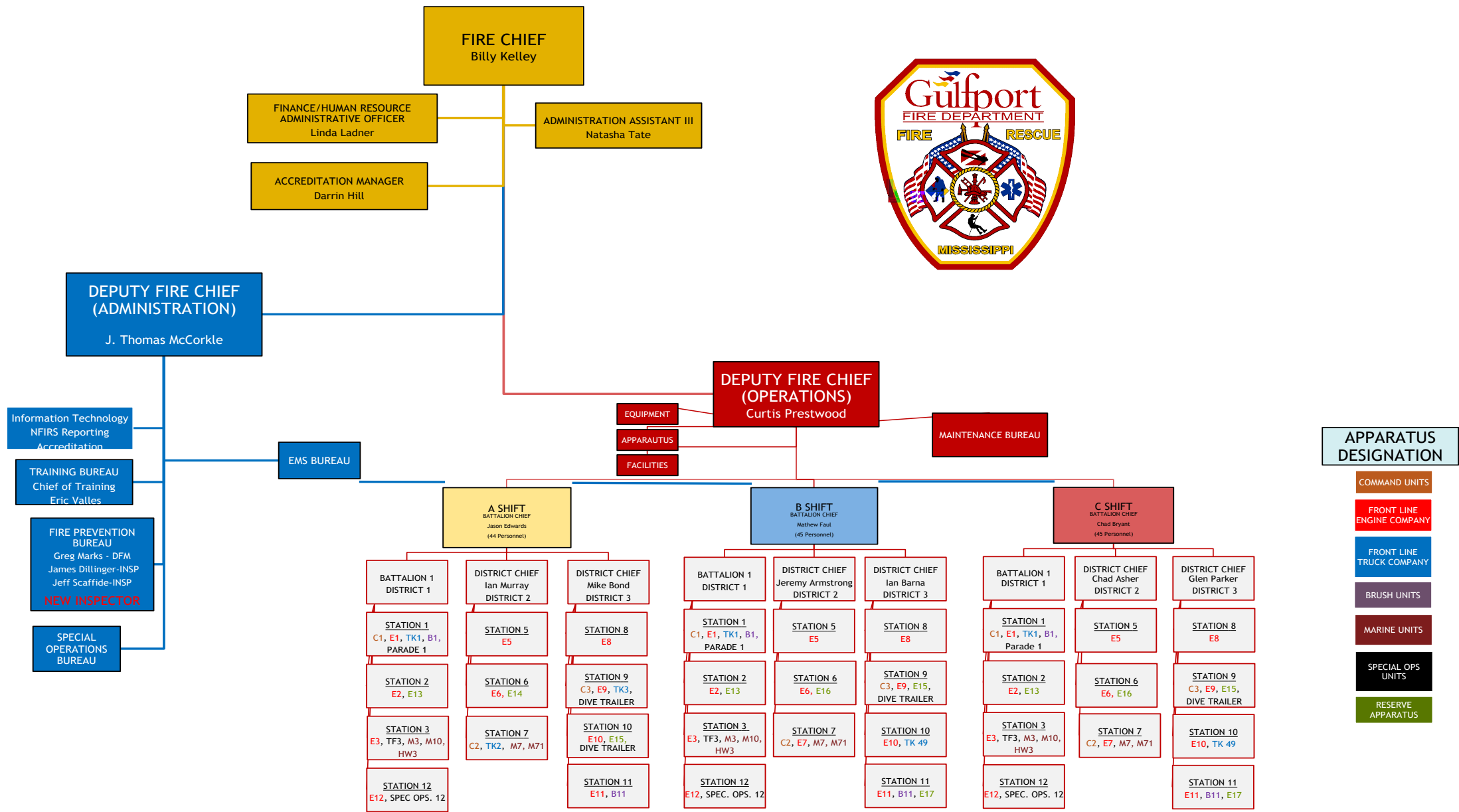
I am requesting to delete the budgeted position of Equipment Specialist (Grade 109/8). This position has been held for the last 2 years with an employee on Workman's Comp. The claim was settled last week and I am no longer in need of this position. Due to the demand in our Fire Prevention Bureau with inspections, investigations, plan review and public education I am requesting to add an inspector/investigator position (Grade 405/8 at \$43,820.07), in place of the position we are deleting.

There will not be a need for any budget amendments at this time. The \$4,000 pay difference can be absorbed by the 10 open positions we currently have.

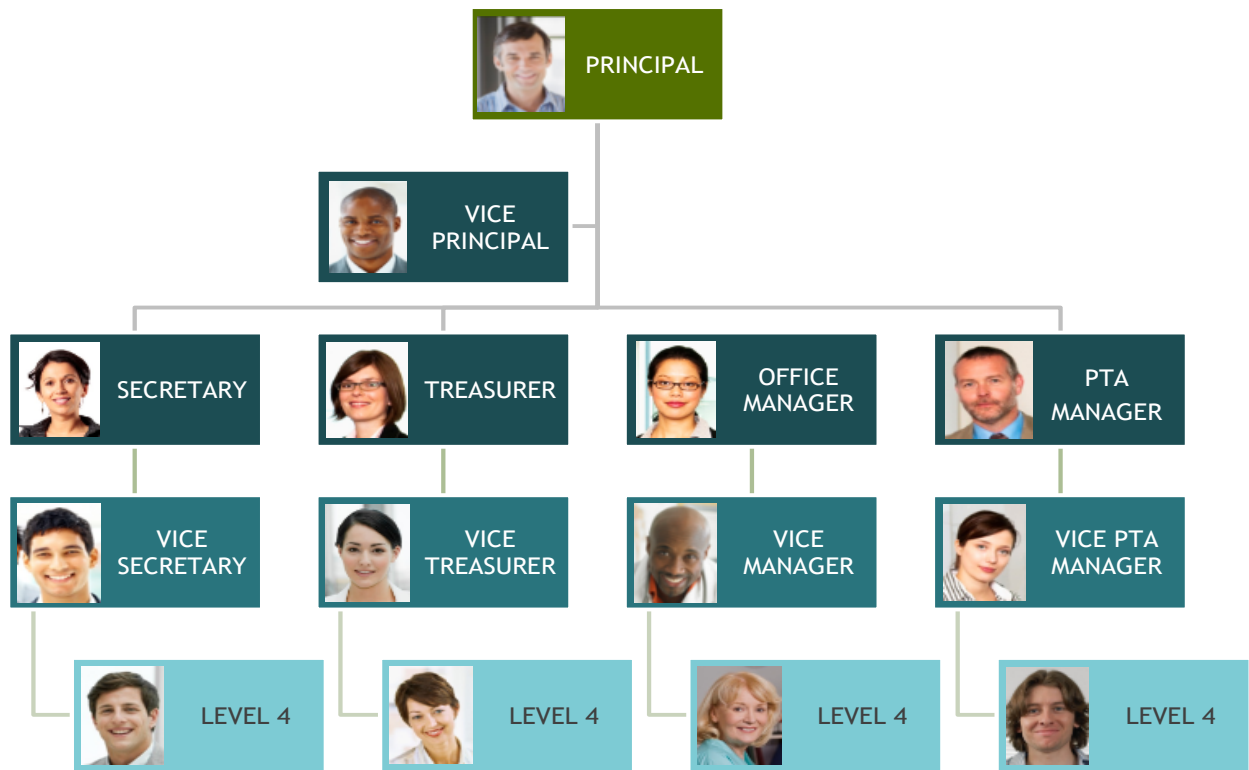
Thank you for your consideration in this matter,


Billy Kelley
Fire Chief, City of Gulfport

GULFPORT FIRE DEPARTMENT ORGANIZATION CHART



SmartArt with Photos



Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements involves frequent walking, standing, some lifting and carrying objects of light to heavy weight of 50+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.

When performing actual fire cause investigations or other fire prevention activities, incumbents will be required to work outdoors in a variety of weather conditions; may have to move debris and other materials using hand and power tools; may have to walk over rough, uneven or unstable surfaces; work at heights greater than 10 feet; climb ladders; wear fire protection gear and/or equipment necessary at a fire scene; work in small, cramped areas; bend or stoop repeatedly sometimes over a period of time; stand or walk for extended periods of time and use arms above shoulder level.

When not performing duties in the field, incumbents work in an indoor office setting and are required to enter data using computer equipment; required to produce written documents using proper grammar, punctuation and spelling; use graphic instructions, blueprints and layouts when checking for code compliance; may sit for extended periods of time with the ability to move at will.

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, the essential functions of the job.

- Has considerable knowledge of the geography of the city and surrounding areas, including the location of streets, hydrants, and major fire hazards.
- Possesses understanding of the structure, functions, and operational procedures of the fire department.
- Knowledge of legal requirements for record retention, freedom of information requests, and community right-to-know.
- Considerable knowledge of inspection and enforcement procedures and legal responsibilities.
- Considerable knowledge of portable fire extinguishers, fixed fire extinguishing systems, automatic fire sprinkler systems, standpipe and hose systems, water supply systems, and automatic and manual fire alarm systems.
- Understands principles of electricity, materials storage, welding and cutting, application of flammable finishes, dip tanks, dry cleaning, dust hazards, and heating and cooking equipment.
- Ability to identify requirements relative to fire drills that are required within the jurisdiction and how to conduct or evaluate fire drills in various occupancies and human behavior during fires and emergencies.
- Possesses extensive knowledge of classifications, properties, labeling, transportation, storage, handling and use of flammable/combustible liquids, fireworks, and explosives, compressed and liquefied gases, flammable solids, toxic materials, oxidizers, radioactive materials, and other regulated materials.
- Knowledge or experience with fire alarms, sprinkler systems, standpipe systems and suppression systems.
- Must be able to secure legal descriptions of property.
- Ability to establish and maintain working relationships with fellow employees, outside agencies and the general public.
- Able to analyze situations quickly and objectively.
- Ability to prepare clear comprehensive oral and written reports.
- Has knowledge of various computer applications, word, excel, databases, etc.
- Able to work effectively under stressful conditions.
- Able to read and interpret a variety of maps, plans and diagrams.
- Able to work prolonged periods of time in complex combinations of extreme weather conditions.
- Ability to maintain harmonious and effective working relationships with other employees, supervisor and other departments.

Education and Experience

High school diploma or equivalent minimum and associate degree preferred. Eight (8) years of previous fire-related experience.

Required Licenses or Certificates

Must possess a valid Mississippi driver's license. Certifications of training, including: Fire Inspector 1031 Level I /Level II, Fire Investigator 1033.



City of Gulfport, Mississippi
Job Description

Fire Investigator/Inspector Sr.
(FIIN)

Department: 290 - Fire
EEO Class: Protective Service Workers
Date Revised: 3 23 2022

FLSA Status: Non-Exempt
Date Approved:

Position Overview

The Fire Investigator/Inspector conducts on-site inspections of buildings and premises for compliance with applicable codes and city ordinances, assists in reviewing plans for proposed building projects. Performs fire educational programs. Conducts fire investigations to determine origin and cause. Employees in this classification perform field inspections of new and existing structures and facilities, or those destroyed or damaged by fire of known or unknown cause or on the basis of complaints, filed or reported.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

- Performs inspections and insure compliance to all current City ordinances relating to fire and life safety issues.
- Review plans for new construction projects involving commercial and multi-family residential for code compliance.
- Maintains records as they relate to building inspections, water flow test information and fire incident reporting.
- Determines the cause of the fire, locating the origin of a fire and determines whether the fire was accidental or intentional by examining and collecting evidence at the scene. If accidental, makes recommendations to prevent reoccurrence.
- Works as a team or as an individual to determine origin and cause, suspects and build a solid case for prosecution.
- Provides a written, detailed report as outlined by NFPA 921 and submits according to the National Incident Reporting System [NIRS].
- Enforces Federal, State and local laws pertaining to fire prevention and deals with all areas of fire safety including public relations and educational efforts for public fire prevention and safety on behalf of the City of Gulfport.
- Investigates and determines the cause of fires.
- Assists with the compilation of data concerning fires and emergency runs within the City as well as the compilations of the monthly and yearly reports.
- Inspects business and industrial site and public buildings for fire hazards.
- Investigates complaints of possible violations of codes, ordinances and fire hazards.
- Maintains appropriate records, files and progress reports on work accomplishments; ensures records are kept according to departmental guidelines, accepted record keeping practices and legal requirements.
- Works with Deputy Fire Marshal, Private Fire Investigators, Insurance Adjusters, State Fire Marshal's Office, Health Department, Police Departments and Private Citizens.
- Organize and conducts fire safety education classes, fire drills and evacuation plans.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR AN “INSPECTOR / INVESTIGATOR” POSITION (GRADE 404) IN THE CITY OF GULFPORT, MISSISSIPPI’S FIRE DEPARTMENT AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

WHEREAS, Section 21-8-21(2) of the Mississippi Code Annotated provides and requires that “[e]very officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by council from time to time, as occasion may demand;” and

WHEREAS, the position of “Equipment Specialist” within the City of Gulfport’s Fire Department is to be de-funded by order of the Governing Authority of the City of Gulfport, and there is a need to create one (1) new additional position and fund the same, which is an “Inspector / Investigator” position in the City’s Fire Department, with such new additional position to be the third such position within the Fire Department; and

WHEREAS, the salary of compensation for employees holding this one (1) additional position of “Inspector / Investigator” within the City’s Fire Department should fall within the range set for Grade 404 (\$40,467.10 - \$60,250.00) in the City’s presently existing Salary Grade Schedule; and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) additional “Inspector /

Investigator” position is hereby being added to the “Salary Grade Schedule” previously approved by the City Governing Authority on October 6, 2020.

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

SECTION 1. That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the aforementioned one (1) additional “Inspector / Investigator” position within the City’s Fire Department is hereby added to and funded as the third such position in “Grade 404” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”), and as amended since, with funds hereby budgeted up to Step 8 for this position.

SECTION 3. That the salary of compensation for the employees holding this one (1) position (the “Inspector / Investigator” position) shall be within the ranges and presently set at the amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its

passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salary of compensation in Grade 404 in the City of Gulfport’s Salary Grade Schedule for one (1) additional ‘Inspector / Investigator’ position within the City’s Fire Department and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2023.

APPROVED:

MAYOR



**City of Gulfport
Job Description**

**Utility Billing Manager
(UBM)**

Department: Utility Billing

FLSA Status: Exempt

EEO Class: Managerial

Grade: 209

Date Approved: 01/04/2022

Date Revised:

Position Overview

The Utility Billing Manager plans, coordinates, and manages operations of the Utility Billing Division. Ensures that all duties are complete in a timely manner and in compliance with City Ordinances and Policies. Prepares reports, interpreting billing data; designing and managing internal controls. Supervises utility billing and customer service. This position reports directly to the Executive Billing and Operations Manager.

Essential Job Functions Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

- Direct and manage office operations.
- Plan, develop, implement and organize departmental goals, functions, practices and policies.
- Directly deal with customers through various ways: face to face, by phone, by electronic mails responding to account and billing inquiries and adjustments, requests for service and other issues related to water utility services.
- Quickly identify issues that may be internal and/or external with a high level of customer service.
- Record the details of every action taken; as well as complaints, comments, and inquiries from customers, and maintain confidentiality of information.
- Completes work and projects in a thorough and timely manner with strong accuracy and attention to detail.
- Researches, recommends and implements improvements in billing practices and customer service. Prepares special reports as needed for public officials, citizens, and other City departments.
- Recommend policy and ordinance changes.
- Manages overall office operations, including customer service and billing processes.
- Supervises all customer service and billing staff, including: interviewing, hiring, training, evaluating, counseling, assigning work assignments, and reviewing work assigned.
- Approve/ make edits for time through Kronos.
- Assist Utility Billing Supervisor and Coordinators with billing processes if issues arise to ensure bills are generated by the scheduled date.
- Creates monthly schedules for billing including read dates, dates to apply late fees, dates to send out delinquent courtesy call out, and dates to disconnect for nonpayment.
- Enter requisitions, order supplies, place orders, sign invoices, and send signed invoices to Accounts Payable for payment.
- Monitor and balance postage at post office for mailings.
- Provide support to all staff and other departments, to include but not limited to the Legal Department and the Department of Finance and Accounting.
- Make adjustments on accounts for over/under reads, switched meters, taxes for tax-exempt accounts, late fees, and per legal as warranted.

- Learn all roles and functions within the Utility Billing Department, and be able to provide data, analytics and/or reports as needed.
- Implements training practices and provides mentoring for all employees.
- All other duties as assigned.

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Knowledge of management principles and practices, including program planning and analysis.
- Knowledge of basic computer applications using computer to prepare documents, data entry, and email.
- Knowledge of microcomputers, networks, communications, and business software applications.
- Knowledge of remittance processing and procedures and guidelines.
- Knowledge of meter reading systems.
- Basic clerical work including, but not limited to typing, filing, and organizing, record keeping, basic mathematics and accounting techniques.
- Ability to build, forecast and present financial reports as they relate to the billing department.
- Ability to supervise and manage employees within a multiple-task function.
- Ability to prepare written procedures and policies.
- Ability to interpret rules, policies, and procedures.
- Ability to work independently and make sound judgments.
- Ability to communicate effectively, both orally and in writing.
- Ability to tactfully resolve customer disputes and complaints.
- Ability to interact positively with the public via telephone and in person, and other departments within the City.
- Ability to establish and maintain cooperative working relationships.
- Ability to handle difficult and non-routine requests and inquiries.
- Ability to work effectively under pressure and with frequent interruptions.
- Possess exceptional organizational skills.

Education and Experience

Bachelor's degree in finance/accounting is preferred or Associate's with 10 years of related experience. Strong customer service and communication skills required; four years of customer service experience is required. Three to five years' experience in a utility billing and collections environment is preferred. Five years of lead or supervisory experience is required. 10 years of clerical/data entry experience, or an equivalent combination of education, training and experience including proficiency in Microsoft Office software, especially Outlook, Word, and Excel. Accuracy and attention to detail in all work areas is necessary.

Required Licenses or Certificates

Must possess a Mississippi driver's license.

Physical Demands and Working Conditions

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are indoors.



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5722

Human Resources
1422 23rd Ave
Gulfport, MS 39501

MEMO TO: City Council
Mayor, Billy Hewes
Chief Administrative Officer, Leonard Papania
City Attorney, Jeff Bruni

FROM: Samantha S. Sherrill, Human Resources Manager

RE: Ordinance Request to Create 1 Utility Billing Manager

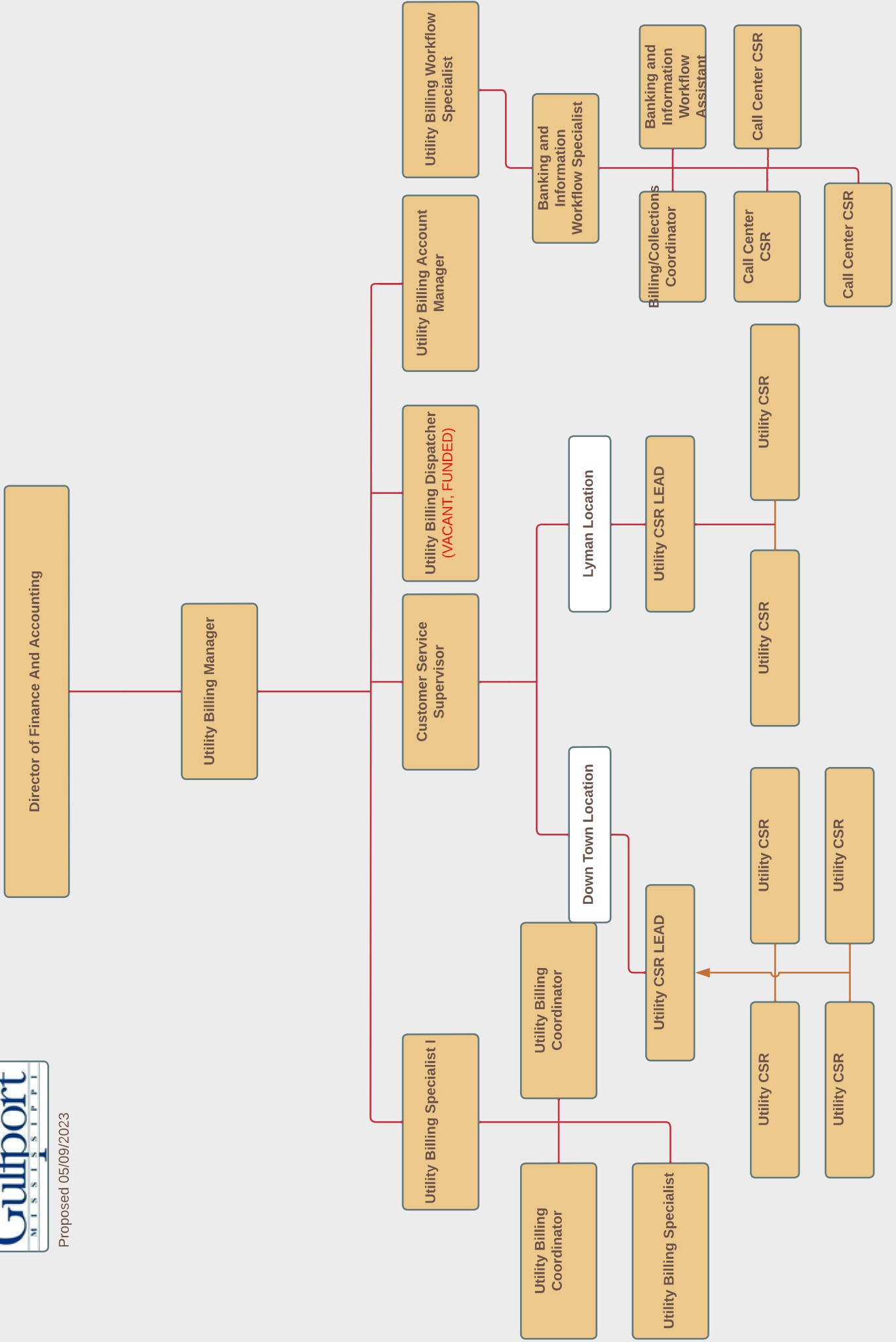
DATE: May 4, 2023

The Administration is requesting to create a new position within the Utility Billing Department. This position will be over the Utility Billing Department. This position will be vacated and the individual will be transferred into the Utility Billing Specialist I position. The Director of Accounting and Finance, with the approval of the Chief Administrative Officer, is requesting to fund this position at grade 209 step 21, \$74,322.82.

The Director of Finance and Accounting will do a budget amendment.



Proposed 05/09/2023



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR A “UTILITY BILLING MANAGER” POSITION (GRADE 209) IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

WHEREAS, Section 21-8-21(2) of the Mississippi Code Annotated provides and requires that “[e]very officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by council from time to time, as occasion may demand;” and

WHEREAS, the employee serving in the existing “Utility Billing Manager” position will be transferring to another position and upon such vacation, this position, in accordance with Section 1-46 of the City’s Code of Ordinances, will be de-funded and the Administration advises there is a need to re-fund the same; and

WHEREAS, the salary of compensation for the employees holding the following position shall fall within the ranges set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: “Utility Billing Manager” (one (1) position), which shall fall within the range set for Grade 209 (\$60,431.25 - \$89,973.90); and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) “Utility Billing Manager” position is hereby being added to the “Salary Grade Schedule” previously approved by the City Governing Authority on October 6, 2020.

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

SECTION 1. That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the aforementioned one (1) “Utility Billing Manager” position is hereby added to and funded as the only such position in “Grade 209” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”), with funds hereby budgeted up to Step 21 for this position, with such budgeted funds to also be set forth and memorialized in a budget amendment related hereto.

SECTION 3. That the salary of compensation for the employee holding this one (1) position (the “Utility Billing Manager” position) shall be within the range and presently set within the range of amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes

of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salary of compensation for one (1) ‘Utility Billing Manager’ position in Grade 209 in the City’s ‘Salary Grade Schedule’ and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2023.

APPROVED:

MAYOR



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5722

Human Resources
1422 23rd Ave
Gulfport, MS 39501

MEMO TO: City Council
Mayor, Billy Hewes
Chief Administrative Officer, Leonard Papania
City Attorney, Jeff Bruni

FROM: Samantha S. Sherrill, Human Resources Manager

RE: Ordinance Request to create 1 Utility Billing Specialist I

DATE: May 4, 2023

The Administration is requesting to create a new position within the Utility Billing Department. This position will be over the Utility Billing Coordinators. The person residing in the current Utility Billing Manager role will transfer into the Utility Billing Specialist I position. This position will be funded at Grade 205 step 18 at \$52,550.68.

This position does not require a budget amendment.



City of Gulfport Job Description

Utility Billing Specialist I (UBM1)

Department: Utility Billing

FLSA Status: Exempt

EEO Class:

Grade: 208

Date Approved: 01/04/2022

Date Revised:

Position Overview

The Utility Billing Specialist I is responsible for generating accurately and efficiently processing utility bills and ensuring timely billing and collection of fees. They will be responsible for monitoring and reconciling accounts, addressing customer inquiries, resolving billing discrepancies, and maintaining accurate records of payments and outstanding balances. Additionally, the Utility Billing Specialist will be responsible for supervising a team of billing clerks and ensuring the accuracy and efficiency of their work.

Essential Job Functions Essential duties and functions, pursuant to the American with Disabilities Act, may include the following. Other related duties may be assigned.

Key Responsibilities:

- Generate and Review utility bills for accuracy and process billing statements in a timely manner.
- Maintain accurate records of utility bills and customer information.
- Monitor customer accounts for timely payments and ensure timely collections of overdue payments.
- Respond to customer inquiries and provide accurate and timely billing information.
- Resolve billing discrepancies and escalate any unresolved issues to the appropriate department or manager.
- Develop and maintain strong relationships with customers and other departments.
- Perform data analysis and generate reports on billing and collections activities as needed.
- Stay up-to-date with industry regulations and best practices for utility billing and collections.
- Train and supervise a team of billing coordinators and specialist, ensuring the accuracy and efficiency of their work.
- Monitor the performance of the billing team and provide feedback and coaching to improve their skills and productivity.
- Set goals and objectives for the billing team and develop strategies to achieve them.
- Ensure that billing procedures and policies are followed by the billing team.
- Address any performance issues or conflicts within the billing team.
- Create policies, procedures, processes and guidelines for the billing team.
- Basic clerical work including, but not limited to typing, filing, and organizing, record keeping, basic mathematics and accounting techniques.
- Communicate effectively, both orally and in writing with customers, co-workers and others providing feedback and strong problem-solving skills.
- Export meter reading files and browse routes through current read consumption to get read dates for each cycle.
- View/clear read exceptions for current read less than previous, current read equals previous, high read, low read, and inactive reads and generate service orders as needed for rereads, verify register works/replace, and lock off/pull meter for inactive usage.
- Estimate reads in current read consumption or update meter information per meter reading comments for each route in each cycle once reads have been uploaded.
- Creates bill runs for each cycle, including secondary and city bill runs.

- Manually go through checklist for every cycle and additional checklist for each cycle checklist; manually calculate/update charges on accounts with subtraction meters, update sewer charge minimums for outside city limit accounts, and check accounts with previous tampering in the past.
- After bills generate, export bills to postal software to presort bills (print presort tray tags and postage statement report) and upload file to USPS.
- Provide support to all staff including customer service, billing, or legal issues.
- Attend meetings as requested.

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Knowledge of management principles and practices, including program planning and analysis.
- Knowledge of basic computer applications using computer to prepare documents, data entry, and email.
- Knowledge of microcomputers, networks, communications, and business software applications.
- Knowledge of remittance processing and procedures and guidelines.
- Knowledge of meter reading systems.
- Basic clerical work including, but not limited to typing, filing, and organizing, record keeping, basic mathematics and accounting techniques.
- Ability to supervise and manage employees within a multiple-task function.
- Ability to prepare written procedures and policies.
- Ability to interpret rules, policies, and procedures.
- Ability to work independently and make sound judgements.
- Ability to communicate effectively, both orally and in writing.
- Ability to tactfully resolve customer disputes and complaints.
- Ability to interact positively with the public via telephone, and other departments within the City.
- Ability to establish and maintain cooperative working relationships.
- Ability to handle difficult and non-routine requests and inquiries.
- Ability to work effectively under pressure and with frequent interruptions.
- Possess exceptional organization:

Education and Experience

Bachelor's degree in finance/accounting is preferred or Associate's with 10 years of related experience. Strong customer service and communication skills required; two to four years of customer service experience. Three to five years' experience in a utility billing and collections environment or accounting principles. One year of lead or supervisory experience. 10 years of clerical/data entry experience, or an equivalent combination of education, training and experience including proficiency in Microsoft Office software, especially Outlook, Word, and Excel. Accuracy and attention to detail in all work areas is necessary.

Required Licenses or Certificates

Must possess a Mississippi driver's license.

Physical Demands and Working Conditions

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Ability to use a computer and perform repetitive tasks such as typing and data entry. Working conditions are indoors.



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR A “UTILITY BILLING SPECIALIST I” POSITION (GRADE 205) IN THE CITY OF GULFPORT, MISSISSIPPI’S DEPARTMENT OF FINANCE AND ACCOUNTING AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

WHEREAS, Section 21-8-21(2) of the Mississippi Code Annotated provides and requires that “[e]very officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by council from time to time, as occasion may demand;” and

WHEREAS, there is a need to create one (1) new position of “Utility Billing Specialist I” within the City of Gulfport’s Department of Finance and Accounting; and

WHEREAS, the salary of compensation for employees holding this one (1) position of “Utility Billing Specialist I” should fall within the range set for Grade 205 (\$44,010.34 - \$65,525.40) in the City’s presently existing Salary Grade Schedule; and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) “Utility Billing Specialist I” position is hereby being added to the “Salary Grade Schedule” previously approved by the City Governing Authority on October 6, 2020.

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

SECTION 1. That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the aforementioned one (1) “Utility Billing Specialist I” position within the City’s Police Department is hereby added to and funded as the only such position in “Grade 205” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”), and as amended since, with funds hereby budgeted up to Step 18 for this position, with such budgeted funds to also be set forth and memorialized in a budget amendment related hereto.

SECTION 3. That the salary of compensation for the employees holding this one (1) position (the “Utility Billing Specialist I” position) shall be within the ranges and presently set at the amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salary of compensation in Grade 205 in the City of Gulfport’s Salary Grade Schedule for one (1) ‘Utility Billing Specialist I’ within the City’s Department of Finance and Accounting and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2023.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE WITH BERKSHIRE HATHAWAY SPECIALTY INSURANCE AS
REINSURANCE CARRIER, AND FOR RELATED PURPOSES**

WHEREAS, among other duties associated with serving as the City's employee benefit broker, Brent Byrd/Bancorpsouth Insurance Services Inc. has solicited bids from entities to provide reinsurance to the City of Gulfport for the City's health benefit plan for the period beginning June 1, 2023; and ending May 31, 2024.

WHEREAS, a quote was received from one (1) carrier to provide the required reinsurance coverage; and

WHEREAS, as more fully set forth in the memorandum from Human Resources Manager Samantha Sherrill, which is attached hereto as Exhibit "A", Brent Byrd recommends and the City's Human Resources Manager and Benefits Administrator recommend that Berkshire Hathaway Specialty Insurance be contracted with as the City's reinsurance carrier; and

WHEREAS, certain writings and/or written documents are required to effectuate the selection of Berkshire Hathaway Specialty Insurance as the reinsurance carrier for the City's employee benefit program for a period to begin June 1, 2023; and

WHEREAS, the proposed APPLICATION FOR STOP LOSS INSURANCE with Berkshire Hathaway Specialty Insurance which is attached hereto as Exhibit "B", has been reviewed by the City's Legal Department.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the Mayor and City Council hereby officially approve the APPLICATION FOR STOP LOSS INSURANCE with Berkshire Hathaway Specialty Insurance which is attached hereto as Exhibit “B” respectively, and do hereby authorize the Mayor to sign and execute the same on behalf of the City of Gulfport, Mississippi.

SECTION 3. That the Mayor, City Attorney’s Office, Human Resources Office and/or other City employees and/or offices and/or departments are hereby authorized to take any and all steps (including, without limitation, the issuance of special checks and the execution and submission of applications) as may be required to bring into effect the aforementioned and approved reinsurance coverage on or before June 1, 2023.

SECTION 4. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

MAYOR



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5722

MEMO TO: City Council
Mayor, Billy Hewes
Chief Administrative Officer, Leonard Papania
City Attorney, Jeff Bruni

Human Resources
1422 23rd Ave
Gulfport, MS 39501

FROM: Samantha S. Sherrill, Human Resources Manager

RE: Re-Insurance (Stop Loss Coverage)

DATE: April 21, 2023

The contract period for stop-loss coverage runs from June 1 through May 31st each year.

Our broker, Brett Byrd, started marketing reinsurance coverage for competitive quotes end of March through April of 2022. Based on the last 3 years of claims it is recommended that the city continue to use the \$160,000 stop loss coverage amount. This years quote does include a 225k laser.

Recommendation:

Based upon the aforementioned information, it is the recommendation of our broker, the HR manager and the Benefits administrator that the City moves to accept the quote and contract reinsurance through Berkshire Hathaway.

Effective Date	6/1/2023	
Carrier		
Employee Assumptions	Current	Renewal
Single	230	230
Family	207	207
Total	437	437
Carrier	Berkshire Hathaway	Berkshire Hathaway
<u>Specific Information</u>		
Contract Basis	24/12	24/12
Specific Deductible	\$160,000.00	\$160,000.00
Covered Benefits	Medical & Rx	Medical & Rx
Limit of Liability per Covered Person	Unlimited	Unlimited
Specific Premium - Single	\$54.37	\$57.30
Specific Premium - Family	\$131.39	\$138.47
Annual Specific Premium	\$476,434	\$502,107
		225K laser



Berkshire Hathaway
Specialty Insurance

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944
(Domiciled in Nebraska)

APPLICATION FOR STOP LOSS INSURANCE

I. GENERAL INFORMATION

PLAN SPONSOR INFORMATION

Full Legal Name of Plan Sponsor (Applicant): City of Gulfport, MS

Street Address: 1410 24th Avenue

City: Gulfport

State: MS

Zip Code: 39501

Original Specific Effective Date:

06/01/2022

Contract Period:

12 Months

Expiration Date:

06/01/2024

Policy Number:

47-REU-000002-02

Effective Date:

06/01/2023

Deposit Premium (first month's
estimated premium): \$41,842.25

SUBSIDIARIES, AFFILIATES, DIVISIONS, AND LOCATIONS

Please list all subsidiaries, affiliates, divisions, and their locations to be covered under the Stop Loss Policy.

☐ None

☐ See Below

☐ See Attached

PLAN SERVICE PROVIDERS

Third Party Administrator(s):

Select Administrative Services

City:

Gulfport

State:

MS

Provider Network(s):

States:

Medical Management Vendor(s):

City:

State:



II. SCHEDULE OF BENEFITS

ELIGIBILITY AND ENROLLMENT INFORMATION

Covered Persons under the Plan	Specific Benefit		Aggregate Benefit		
Active	S Yes	£ No	S Yes	£	No
Retirees S Pre-65 S 65+	S Yes	£ No	S Yes	£	No
Disabled	S Yes	£ No	S Yes	£	No
Recipients of COBRA continuation coverage	£ Yes	S No	£ Yes	S	No

COVERAGE

Specific Stop Loss Coverage: S Included £ Not Included

Specific Benefit Claims Basis: 24/12

Eligible Expenses Incurred from 6/1/2022 through 5/31/2024 and Paid from 6/1/2023 through 5/31/2024

Specific Benefit Deductible per coverage period \$160,000 S Individual £ Family

Specific Benefit Annual Maximum Eligible Expense Per Covered Person T No Limit

Specific Benefit Lifetime Maximum Eligible Expense Per Covered Person T No Limit

Specific Benefit Reimbursement Percentage 100%

Specific Benefits Included

Medical	S Yes	£ No
Prescription Drug Plan	S Yes	£ No

Specific Monthly Premium Rates and Enrollment

	Rate	Covered Units
Single	\$57.30	230
Family	\$138.47	207

Adjusted Specific Deductible Amount per Named Individuals(s):

Name:	Adjusted Specific Deductible Amount:	Adjusted Claims Basis:	Description of Adjusted Specific Deductible Amount:
Christopher Kloc	\$225,000		



Aggregate Stop Loss Coverage: £ Included S Not Included

Aggregate Benefit Claims Basis:

Eligible Expenses Incurred from through and Paid from through

Aggregate Benefit Maximum

The Minimum Aggregate Deductible for the Policy Year is equal to the greater of a) ; or b) the amount obtained by multiplying of the Monthly Aggregate Deductible for the first month of the Policy Year by months

Aggregate Benefit Reimbursement Percentage

Aggregate Enrollment

Covered Benefits	Medical	Prescription Drug Plan	Dental	STD	Vision	Other
Total						

Aggregate Deductible Factors (ADF)

Medical	Prescription Drug Plan	Dental	STD	Vision	Other
---------	------------------------	--------	-----	--------	-------

Aggregate Monthly Premium Rates:

OPTIONAL ENDORSEMENTS

III. THE DISCLOSURE STATEMENT ACKNOWLEDGEMENT

The Company will rely upon the information provided on the Disclosure Statement, which will become part of this Application for the subject Stop Loss Policy, to take underwriting action on all known risks. It is the Plan Sponsor's responsibility, either directly or through their designated representative, to accurately report all claims known as of the date of the Disclosure Statement by making a thorough review of all applicable records. Such records shall include, but are not limited to, historical claims reports, disability records, and current information from administrators, insurers, utilization management companies, managed care companies, and any Agent/Broker of the Plan Sponsor.

IV. FRAUD WARNINGS

PLEASE READ THE APPLICABLE WARNING BELOW BEFORE SIGNING (REQUIRED BY STATE LAW):

AL: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DC: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



FL: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

LA, RI, and WV: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

MD: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NM: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OH: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OK: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

VT: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

GENERAL WARNING (OTHER STATES): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



V. CERTIFICATION AND SIGNATURE

Please return this form and all additional required documentation to Berkshire Hathaway Specialty Insurance Company.

THE COMPLETION OF THIS APPLICATION DOES NOT BIND THE COMPANY TO OFFER, NOR THE APPLICANT TO PURCHASE INSURANCE. IF A POLICY IS ISSUED, IT IS ISSUED IN RELIANCE UPON THIS APPLICATION AND ANY MATERIALS SUBMITTED THEREWITH OR INCORPORATED THEREIN. FURTHERMORE, IT IS AGREED THAT SUCH STATEMENTS, ATTACHMENTS, DOCUMENTS, AND MATERIALS ARE THE BASIS OF THE PROPOSED POLICY AND ARE TO BE CONSIDERED AS INCORPORATED INTO AND CONSTITUTING A PART OF THE ISSUED POLICY.

THE POLICY WILL BE VOID IF THE APPLICANT HAS CONCEALED OR MISREPRESENTED ANY MATERIAL FACT OR CIRCUMSTANCE CONCERNING THE SUBJECT OF THIS APPLICATION.

THE APPLICANT HEREBY REPRESENTS THAT THE INFORMATION CONTAINED IN THIS APPLICATION, THE DISCLOSURE STATEMENT, AND ALL INFORMATION AND DOCUMENTS OTHERWISE PROVIDED TO THE COMPANY HAS BEEN REVIEWED BY THEM AND IS TRUE AND COMPLETE TO THE BEST OF THEIR KNOWLEDGE AND BELIEF.

Name of authorized representative of Plan Sponsor (Applicant):	Title:
Signature of Authorized Representative:	Today's Date:

Reunion Health Services
576 Highland Colony Parkway, Ste 210, Ridgeland, MS 39157
SiriusPoint America Insurance Company
SPECIFIC EXCESS MEDICAL EXPENSE COVERAGE DISCLOSURE STATEMENT

For: City of Gulfport, MS

Proposed Effective: 6/1/2023

This completed Disclosure Statement must be signed no earlier than 30 days prior and no later than 15 days after the effective date and delivered to our office to be reviewed and responded to by Reunion Health Services, confirming quoted terms and conditions accepted by SiriusPoint America Insurance Company, unless otherwise agreed upon. This disclosure statement must be signed and received by Reunion Health Services within five days of completion.

If the space provided is insufficient to list all individuals who are required to be listed, then please continue the list on additional page(s). All additional pages completed as part of this Disclosure Statement **MUST BEAR FULL SIGNATURE** of the persons signing on behalf of the Employer and the Third Party Administrator, respectively.

Please be advised the Privacy Rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Employer as part of "healthcare operations". As stop-loss carriers performing healthcare operations as defined under HIPAA, both SiriusPoint America Insurance Company and Reunion Health Services are permitted to use and be disclosed protected health information (PHI) without prior authorization from a Plan Participant, but will use the information provided for the sole purpose of evaluating the acceptability of this risk.

We agree the proposed coverage is subject to the terms and provisions of SiriusPoint America Insurance Company's Excess contract of which this statement is a part. Below, we have disclosed all individuals (including employees and dependents) known by us or our administrator to be not Actively at Work, facility confined (hospital, SNF, etc.), or disabled. We have listed below all individuals identified, as of the signature date, as having a Serious Claim diagnosis. The amount of claim payments on these individuals along with their current status has been indicated. Also include all individuals who are currently on COBRA, have been terminated but have yet to elect COBRA, and all dependents known to be unable to perform as those of like age or sex. Individuals previously disclosed to Reunion Health Services, must be included and updated.

We have listed below all individuals identified, as of the signature date, as having a Serious Claim diagnosis, including, but not limited to, those individuals currently eligible under the plan that were formerly ineligible due to meeting their lifetime maximum in the past.

A Serious Claim is any claim known by us (the employer) or by our Administrator, which:

1. Whether incurred or paid, has exceeded 50% of the Specific Deductible or \$100,000 (whichever is less) as of the signature date below; or (*must complete or indicate None*)

Claimant	Diagnosis	Prognosis/Additional Treatment Anticipated	Reported Paid Claims	Additional Claims Paid or Pended

2. Might be expected to exceed the excess loss retention due to the nature of the illness or injury; or (*must complete or indicate None*)

Claimant	Diagnosis	Prognosis/Additional Treatment Anticipated	Reported Paid Claims	Additional Claims Paid or Pended

Reunion Health Services
576 Highland Colony Parkway, Ste 210, Ridgeland, MS 39157
SiriusPoint America Insurance Company
SPECIFIC EXCESS MEDICAL EXPENSE COVERAGE DISCLOSURE STATEMENT

3. Is a condition which currently disables any employee or dependent (including but not limited to: STD, LTD, salary continuance, FMLA, extension of benefits, COBRA, leave of absence); or (*must complete or indicate None*)

Claimant	Diagnosis	Prognosis/Additional Treatment Anticipated	Reported Paid Claims	Additional Claims Paid or Pended

4. Other than those individuals listed above, please list any other covered person where (*must complete or indicate None*):

- a) Medical expenses might reasonably be expected to reach or exceed 50% of the Specific Deductible,**
b) Currently identified as a candidate for or currently under review for Large Case Management, including those noted above in #1, or any other known Serious Claim,
c) Pre-certified for hospitalization and/or surgical procedures within the last 90 days,
d) Is a past or potential organ transplant candidate, and/or,
e) Known to have the conditions listed in Table 1 or Table 2.

Claimant	Diagnosis	Prognosis/Additional Treatment Anticipated	Reported Paid Claims	Additional Claims Paid or Pended

We, the Employer named below, acknowledge that Reunion Health Services, on behalf of SiriusPoint America Insurance Company, retains the right to re-underwrite, or adjust the terms and conditions of coverage on any individual whose actual claims (paid or pending) are greater than the amounts reported above to Reunion Health Services by more than \$5,000 **as of the signature date below**. We acknowledge that any individual known by us (the employer) or by our Third Party Administrator, who has incurred a Serious Claim, or has become disabled, may be excluded from coverage unless disclosed by us and approved by Reunion Health Services.

It is agreed that We are also responsible and have a continuing duty to immediately disclose and to provide notification of any subsequent material changes to the provided information prior to the actual binding of and receipt of premium for the Specific and/or Aggregate coverage. Receipt and deposit of premium shall not constitute binding of coverage. ***Our due diligence included a review of pre-certification, disability, utilization review, medical case management, salary continuance, or other reasonable means by which to obtain the required information.***

Employer Name: City of Gulfport, MS Administrator Name: Select Administrative Services

Authorized Officer's Signature: _____ Authorized Signature: _____

Name & Title: _____ Name & Title: _____

Date of Disclosure: _____ Date of Disclosure: _____

Reunion Health Services
576 Highland Colony Parkway, Ste 210, Ridgeland, MS 39157
SiriusPoint America Insurance Company
SPECIFIC EXCESS MEDICAL EXPENSE COVERAGE DISCLOSURE STATEMENT

Table 1

• Amputations • Bariatric Surgery (proposed or completed) • Biliary Artesia • Burns (2nd and 3rd degree covering 10% or more of body surface) • Cancer(s), except minor skin lesions • Cerebral palsy • Cerebral Vascular Accidents (Strokes) • Chemotherapy or radiation therapy • Cirrhosis • Coronary conditions with long term complications (Congestive Heart Failure, Severe Coronary Artery Disease, etc.), myocardial infarction and cardiomyopathy • Diabetes Mellitus (complicated by blindness, amputations, neurologic impairment, etc.) • Eating disorders (Anorexia, Bulimia) • Head injuries with neurologic impairment	• Dialysis (Any) • Hemophilia • Hepatitis • HIV / AIDS or AIDS related complex • Home health care • Home uterine monitoring • Hospice • Infants (premature and/or with severe congenital defects, respiratory distress, Bronchopulmonary Dysphasia) • In-patient rehabilitation • Internal injuries and head injuries • Multiple fractures • Multiple gestation • Muscular and neurologic disease, progressive (Myasthenia Gravis, Guillain-Barre Syndrome, Multiple Sclerosis, Amyotrophic Lateral Sclerosis, Muscular Dystrophy, paralysis, systemic Lupus erythematous etc.)	• Organ failure • Organ transplant procedures • Organic brain syndrome (Alzheimer's disease, etc.) • Pancreatitis • Pregnancy complications • Renal failure, end-stage (dialysis, transplants) • Respiratory conditions, chronic (Chronic Obstructive Pulmonary Disease, Severe Asthma, Emphysema) • Respiratory distress • Skilled nursing facility admission • Spinal Cord Injuries • TPN or IV therapy • Trauma
--	---	---

Reunion Health Services
576 Highland Colony Parkway, Ste 210, Ridgeland, MS 39157
SiriusPoint America Insurance Company
SPECIFIC EXCESS MEDICAL EXPENSE COVERAGE DISCLOSURE STATEMENT

Table 2

The following list is used as a quick reporting reference. It represents medically complex illnesses and injuries that are typically catastrophic in nature.

ICD-10, TRIGGER DIAGNOSIS CODES, COMBINED LIST

CATEGORY		CODE	DESCRIPTION
A00-B99	Infectious Disease	A41	Septicemia
		B15-B19	Viral Hepatitis
		B17.1-B17.11	Hepatitis C
		B20	AIDS/HIV
		U07.1	COVID-19
C00-D49	Neoplasms	C00-C14	Malignancies of oral cavity and pharynx
		C15–C26	Malignant neoplasm of digestive organs
		C15.3-C15.9	Malignant neoplasm of esophagus
		C16-C16.9	Malignant Neoplasm of stomach
		C18-C18.9	Malignant neoplasm of colon
		C20	Malignant neoplasm of rectum
		C22	Malignant neoplasm of liver
		C25	Malignant neoplasm of pancreas
		C30–C39	Malignant neoplasm of respiratory
		C32	Malignant neoplasm of larynx
		C34	Malignant neoplasm of lung
		C40-C41	Malignant neoplasm of bone
		C43–C44	Melanoma
		C50–C50	Breast Malignancies
		C51–C68	Genitourinary Malignancies
		C53-C55	Malignant neoplasm of uterus/cervix
		C56	Malignant neoplasm of ovary
		C61	Malignant neoplasm of prostate
		C62	Malignant neoplasm of testes
		C64-C65, C67	Malignant neoplasm of bladder, kidney
		C69–C72	Malignancies of Nervous System
		C71	Malignant neoplasm of brain
		C72	Malignant neoplasm of nervous system
		C73-C75	Malignant neoplasm of endocrine glands
		C77	Secondary malignant neoplasm of lymph nodes
		C78	Secondary malignant neoplasm respiratory/digestive organs
		C79	Secondary malignant neoplasm other specified sites
		C81–C96	Leukemias, Lymphomas and Myelomas
		D37-D48	Neoplasm uncertain behavior
		D49.2	Neoplasm unspecified nature-bone/skin
D50–D89	Hematologic Disorders	D57.00	Sickle Cell Disease
		D57.1	Sickle Cell Anemia
		D61.01	Aplastic Anemia
		D61.9	Aplastic Anemia NOS
		D66	Hemophilia/Hereditary Factor VIII Deficiency

Reunion Health Services
576 Highland Colony Parkway, Ste 210, Ridgeland, MS 39157
SiriusPoint America Insurance Company
SPECIFIC EXCESS MEDICAL EXPENSE COVERAGE DISCLOSURE STATEMENT

CATEGORY		CODE	DESCRIPTION
D50–D89	Hematologic Disorders	D68.9	Coagulation Defects/Hemophilia
		D81.0	Severe Combined Immune Deficiency (SCID)
		D82.1	DiGeorge Syndrome
		D83.1	Immune Deficiency T Cells (AIDS)
		D84.1	Alpha 1-Antitrypsin
	Endocrine, Nutritional, Metabolic, Immunity	E11.9	Diabetes
		E66.09-E66.9	Obesity/Hyperalimentation
E70–E88	Metabolic Disorders	E75.22	Gaucher's Disease
		E84.0	Cystic Fibrosis
		E84.9	Cystic Fibrosis
G00–G99	Disease of the Nervous System	G12.21	Lou Gehrig's disease (ALS)
		G31.81-G31.82	Cerebral Degenerations
		G35	Multiple Sclerosis
		G61.0	Guillain-Barre Syndrome
		G70.9	Myasthenia Gravis
		G82.20	Paraplegia
		G82.50	Quadriplegia/Quadriparesis
		G91.1	Obstructive Hydrocephalus
		G93.40	Encephalopathy
		G93.7	Reye's Syndrome
	Diseases of the Musculoskeletal System	H05.02-H05.29	Osteomyelitis
		M15-M17.1	Osteoarthritis
		M41-M41.22	Scoliosis
		M46.20-M46.28	Osteomyelitis
		M47.817	Lumbosacral Spondylosis
		M50-M51.9	Intervertebral Disc Disorder
		M86.0-M86.03	Osteomyelitis
I00–I99	Disease of Circulatory System	I21.3-I22.9	Acute Myocardial Infarction
		I24.9-I25.9	Acute and Subacute Ischemic Heart Disease
		I25.10	Coronary Atherosclerosis
		I27.0	Primary Pulmonary Hypertension
		I27-I27.9	Acute Pulmonary Heart Disease
		I28.1	Chronic Pulmonary Heart Disease
		I33	Acute and Subacute Endocarditis
		I34-I38.9	Valve Disorders
		I42.0–I42.9	Cardiomyopathy
		I45-I45.9	Conduction Disorders
		i46	Cardiac - Major
		I46.9	Cardiac Arrest
		I49-I49.9	Cardiac Dysrhythmias
		I50-I50.9	Heart Failure
		I60-I60.9	Subarachnoid Hemorrhage
		I46.9	Cardiac Arrest

Reunion Health Services
576 Highland Colony Parkway, Ste 210, Ridgeland, MS 39157
SiriusPoint America Insurance Company
SPECIFIC EXCESS MEDICAL EXPENSE COVERAGE DISCLOSURE STATEMENT

CATEGORY		CODE	DESCRIPTION
I00–I99	Disease of Circulatory System	I60.9	Subarachnoid Hemorrhage
		I62-I62.9	Traumatic intracranial hemorrhage
		I63-I66.8	Occlusion of Cerebral Arteries
		I67.89	CVA (cerebrovascular accident)
		I69.2-I69.22	Non-traumatic intracranial hemorrhage
		I71-I72.9	Aortic Aneurysm
J00–J99	Disease of Respiratory System	J18.9	Pneumonia
		J44.9	COPD (chronic obstructive pulmonary disease)
		J84.10	Pulmonary Fibrosis
		J96.00–J96.92	Respiratory Failure
K00–K95	Disease of Digestive System	K50-K50.90	Crohns Disease/Regional Enteritis
		K56-K56.6	Intestinal Obstruction
		K57-K57.93	Diverticulitis of Colon
		K63.9	Other Disorders of Intestine
		K65-K65.9	Peritonitis
		K70.0–K74.69	Chronic Liver Disease
		K72.00–K72.91	Liver Failure
		K76.9	Other Liver Disorders
		K85-K85.9	Pancreas Diseases
		K92.2	Gastrointestinal Hemorrhage
N00–N99	Disease of Genitourinary System	N17.9	Acute Renal Failure
		N18.1–N18.9	Chronic Renal Failure
		N19	Unspecified Renal Failure
		N20.0-N22	Calculus of Kidney
		N25.0-N25.9	Impaired Renal Function
O0–O9A	Pregnancy, Childbirth & Puerperium	O09	Supervision of high risk pregnancy
		O11-O15.9	Eclampsia/Pre-Eclampsia
		O24.4-O244.39	Gestational Diabetes
		O30-O31.8	Multiple Gestation
		O30.10–O30.109	Triplet Pregnancy
		O30.20–O30.209	Quadruplet Pregnancy
		O34.3-O34.33	Cervical Incompetence
		O42-O42.919	Premature Labor
		O144-O44-13	Placenta Previa
		O60.00–O60.14	Preterm Labor
P00–P96	Perinatal Conditions	P05	Premature Infant
		P07.00–P07.36	Preterm Infant
		P22.0-P22.9	Respiratory Distress Syndrome of Newborn
		P28.89-P28.9	Respiratory Conditions of Newborns
Q00–Q99	Congenital Malformations	Q20–Q28	Congenital Heart Diseases
		Q25.2-Q25.3	Aortic Atresia/Stenosis
		Q44.2	Biliary Atresia
		Q39.0–Q39.4	Tracheoesophageal Fistula
		Q89.7	Multiple Anomalies
		Q89.9	Other & Unspecified Congenital Anomalies
	Symptoms, Signs and Ill Defined Conditions	R00.0-R09.89	Cardiovascular System Symptoms
		R07-R07.8	Chest Pain

Reunion Health Services
576 Highland Colony Parkway, Ste 210, Ridgeland, MS 39157
SiriusPoint America Insurance Company
SPECIFIC EXCESS MEDICAL EXPENSE COVERAGE DISCLOSURE STATEMENT

CATEGORY		CODE	DESCRIPTION
S00–T88	Injury, Poisoning and Trauma	S01	Open Head Injury
		S02-S02.9	Fracture of Skull
		S06.0–S06.9	Brain Injuries
		S07-S09	Open Head Injury
		S12–S14	Spinal Cord Injuries
		S14.101-S14.107	Spinal Cord Injury
		S24	Spinal Cord Injury
		S32.43-S32.435	Fracture of vertebral column
		S34.109-S34.125	Fracture vertebral column w/spinal cord injury
		S36.90, S37.90	Internal Injuries
		S48-S48.929A	Traumatic amputation of upper extremity
		S78.019A-S78.929A	Traumatic amputation of lower extremity
		S88	Amputations
		S88.019A-S88.929A	Traumatic amputation of lower extremity
		T07	Multiple Trauma Injuries
		T20–T32	Burns
		T79	Early Complications of Trauma
		T82.390A-T82.598	Malfunctions of devices/grafts
		T85.09XA-T85.199A	Malfunctions of devices/grafts
		T86.00–T86.02	Graft vs. Host Disease
		T86.00–T86.09	Graft vs. Host Disease
		T86.90–T86.92	Complications of Transplants
		T86.90–T86.99	Complications of Transplants
	Organ Transplants	Z94.0	Kidney Transplant Status
		Z94.1	Heart Transplant Status
		Z94.2	Lung Transplant Status
		Z94.4	Liver Transplant Status
		Z94.7	Cornea Transplant Status
		Z94.9	Transplanted Organ and Tissue, unspecified

PAYER ACCESS AGREEMENT

THIS PAYER ACCESS AGREEMENT ("Payer Access Agreement") is entered into as of 6/1/2023 ("Effective Date") between OptumHealth Care Solutions, LLC and its affiliates performing under this Payer Access Agreement, having offices at 11000 Optum Circle, Eden Prairie, MN 55344 ("Optum") and City of Gulfport, MS, having offices at 1410 24th Avenue, Gulfport, MS 39501 ("Payer") pursuant to the Distributor Agreement between **Reunion Health Services, Inc** ("Distributor") and Optum dated October 15, 2020 ("Distributor Agreement").

1. Payer has sole responsibility for verifying member benefits or eligibility for benefits coverage under a plan, and for any plan coverage dispute that may arise with enrollees and dependents ("Covered Persons") before providers begin rendering services to that Covered Person. Any providers providing services pursuant to this Payer Access Agreement shall be deemed to be a "Provider".

2. Payer will be entitled to receive the favorable pricing that Optum has with Providers and Payer will pay such Providers for Services (as such term is defined in Schedule A) in accordance with the terms of the agreements Optum has negotiated with Providers (each, a "Provider Agreement"). Payer shall pay Providers for all Services rendered to Covered Persons in the amounts and within the time-frames provided in the applicable Provider Agreements in effect as to the Services rendered, subject to the terms of the applicable plan documents. Payer shall comply with all payment terms of the applicable Provider Agreement, which shall be made available to Payer on www.myOptumcomplexmedical.com/client or other such URL designated by Optum. Payers with managed Medicaid benefit and Medicare Advantage plans that access Providers must comply with all rates and terms of the applicable Provider Agreement and such Provider Agreement terms and rates will govern and control over any conflicting terms or rate of Payer. Provider Agreement payment terms shall be enforceable directly by the respective Provider against Payer. The obligation to pay for healthcare services rendered by any Providers shall be solely that of Payer. Optum is not responsible, under any circumstances, and Payer shall indemnify Optum for any claim brought by a Covered Person, for the payment of any expenses incurred by a Covered Person in the course of his or her treatment, or for coverage determinations or determinations regarding eligibility, benefits, benefit limitations, and exclusions. Optum reserves the right to terminate Payer's access to any particular Provider Agreement, upon request of the applicable Provider and upon thirty (30) days' prior written notice if Payer has consistently failed to abide by the terms and conditions of that Provider Agreement.

3. Payer shall also pay Optum for the Services in accordance with this Section 3 and Schedule A – Services and Fees. Each party shall be responsible for all taxes, charges, surcharges, fees or assessments, if any, due to be paid by it in connection with its performance of this Payer Access Agreement. Unless specified otherwise, all fees due Optum are payable by Payer within thirty (30) days of the date of invoice. Past-due fees are subject to a surcharge of no greater than 2% per month of the outstanding past due balance. Optum's fees are subject to change at any time upon sixty (60) days' prior written notice to Payer. Subsequent to Payer's receipt of a fee adjustment from Distributor hereunder, such fee adjustment shall be deemed accepted by Payer if: (a) not expressly rejected by Payer providing written notice to Optum within thirty (30) days of receipt; or (b) Payer continues to access the Services.

4. For the term of this Payer Access Agreement and for two (2) years thereafter, Payer shall not contract directly with any Provider for services comparable to Network Services (as such services are defined in Schedule A). Payer may maintain any agreements with Providers for services comparable to Network Services that pre-date the date of Payer's authorized signature on this Payer Access Agreement, and Payer may contract directly with Providers for services other than those explicitly listed as Network Services. In no event shall Payer contract with any provider using the same methodology as Optum uses with Providers as such methodology is made available to Payer on www.myOptumcomplexmedical.com/client. This Section shall survive termination of the Payer Access Agreement.

5. Except as otherwise stated in section 4, when Payer is accessing a Centers of Excellence, Payer shall exclusively use Optum's Provider Agreements for transplant programs at that center that are included in Network Services, and not the services offered by a third party for those services that are included under Network Services (Schedule A). This provision does not apply to any services not explicitly listed as Network Services

6. To the extent that, in performing the Services, Optum is deemed a Business Associate (as defined under HIPAA) of Payer, Optum shall perform the functions of a Business Associate in accordance with Schedule B - Business Associate Addendum.

7. Except as otherwise provided herein, each party shall protect and shall not use or disclose the other's proprietary

information including but not limited to trade secrets, customer lists, patented, trademarked, trade-named, service-marked, logotypes, copyrighted material, confidential business information, or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information"). The parties shall use Confidential Information only as expressly permitted by this Payer Access Agreement or as otherwise permitted in writing. The parties shall take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information. Such information shall not be disclosed to third parties without the express written consent of the party to whom the information belongs. A party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing party shall notify the other sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. Notwithstanding the foregoing, respecting www.myOptumcomplexmedical.com/client and any of its contents, and any other network provider or provider Payer Access Agreement information Optum discloses to Payer, Payer may re-disclose such information to an agent or administrator of Payer, so long as such agent or administrator has agreed to maintain the confidentiality the information in the same manner as required of Payer herein. Each party shall retain sole ownership of its Confidential Information. Payer authorizes Optum to disclose Payer information, including cost analysis reports and data regarding Covered Persons, to Distributor, provided that the parties shall use and disclose individually identifiable health information according to the terms of the Business Associate Addendum. The obligations stated in this section survive termination of this Payer Access Agreement for so long either party has access to the other's Confidential Information.

8. The parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of the indemnifying party's: (a) breach of this Payer Access Agreement; and (b) negligence or willful misconduct.

9. Payer acknowledges that Optum will not be deemed or understood to be an ERISA plan administrator or fiduciary, and that Optum has no responsibility of any kind for: (a) medical outcomes or the quality or competence of any physician, facility, or provider rendering service; (b) payment of any medical, hospital, or other bills resulting from any medical or surgical treatment or confinement; and (c) interpretation of any benefit plan contract concerning coverage or denial of benefits.

10. This Payer Access Agreement will terminate: (a) upon termination of Optum's Services Agreement with Distributor; or (b) upon termination of Payer's agreement with Distributor; or (c) upon thirty (30) days written notice by Payer to Optum; or (d) upon thirty (30) days written notice by Optum to Payer; or (e) immediately, upon written notice of material breach by either party. Payer's violation of section 4 and/or 5 shall constitute a material breach of this Payer Access Agreement. Termination of this Payer Access Agreement shall not affect Payer's liability for any obligations incurred by Payer before the effective termination date, and Payer shall continue to be responsible for payments to Providers according to the applicable Provider Agreement for all Provider services rendered to Covered Persons before termination. Optum shall provide Services until the expiration of the termination notice period. If this Payer Access Agreement, or a Provider Agreement terminates after a Covered Person has begun to receive health care services from a Provider, the Provider shall, at the Payer's written request to Optum, continue to provide care and treatment to such Covered Person according to this Payer Access Agreement until such care and treatment is completed; provided that: (i) all terms and conditions stated in this Payer Access Agreement shall apply to such continued services specifically including, without limitation, provisions requiring that Payer pay Provider (or former Provider as the case may be) for services rendered; and (ii) all service fees due Optum are paid. This Section shall survive termination of the Payer Access Agreement.

11. Payer and Optum both acknowledge and agree that Covered Persons' treating physician(s) and other health care providers, including but not limited to Providers, shall be solely responsible to provide treatment and/or services to Covered Persons and to make all decisions related to patient care and shall exercise their independent medical judgment as to all such matters. Nothing in this Payer Access Agreement shall be deemed to create any rights of Optum, Payer, or any other person or entity to intervene in any manner with or otherwise interfere with the independent medical judgment of Covered Persons' health care providers with regard to treatment or utilization issues, nor shall it render Optum, Payer, or any other person or entity responsible for the method or means by which any health care provider renders treatment or service to a Covered Person.

12. The parties are independent contractors. Nothing in this Payer Access Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, partnership, agency, or joint venture. This Payer Access Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The parties will each perform their obligations hereunder in compliance with all applicable laws, statutes, and regulations. Payer shall comply, and ensure the plan complies with all applicable laws and regulations. Neither party may assign any of its rights and responsibilities under this Payer Access Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Payer acknowledges that assignment by Optum of all or any of its

rights and responsibilities under this Payer Access Agreement to an affiliate shall not require Payer's prior written consent.

13. This Payer Access Agreement constitutes the entire agreement between the parties in regard to its subject matter and may be amended only by a written amendment executed by both parties. This Payer Access Agreement replaces any prior written or oral communications or understandings between Optum and Payer relating to the subject matter of this Payer Access Agreement. Each schedule attached to this Payer Access Agreement is incorporated into and made a part of the Payer Access Agreement by reference. Any reference to "Payer Access Agreement" shall necessarily constitute a reference to all of the schedules attached.

By signing below, Payer agrees to the terms and conditions of this Payer Access Agreement.

PAYER INFORMATION

Payer Name: City of Gulfport, MS

Payer Signature: _____

Address: 1410 24th Avenue

City: Gulfport

State: MS Zip Code 39501

NOTICES

Distributor Name: Reunion Health Services, Inc

Distributor's Fax Number: 601-956-7177

Payer Telephone: _____

Payer Contact Name: _____

Number of Covered Persons: 437

Internal Control No. (DST Parent Contract No.): 00627598.0

TO ACTIVATE Optum SERVICES, RETURN THE ENTIRE PAYER ACCESS AGREEMENT COMPLETED AND SIGNED, VIA FAX TO BOTH Optum AT 877-897-5338 AND DISTRIBUTOR AT FAX NUMBER INDICATED ABOVE.

**SCHEDULE A
SERVICES AND FEES**

I. Fees. All fees for the Optum Services provided under this Payer Access Agreement shall be as set forth in this Schedule A. Optum may adjust any Service fees herein upon receiving notice that Payer's customer relationship with Distributor has terminated or, at any time, by giving written notice to Payer at least sixty (60) days prior to the effective date of the fee adjustment. Capitalized terms not otherwise defined in the Payer Access Agreement are as defined in this Schedule A.

Service	Fee Schedule	
Network Services		
Transplant Participating Provider Network Services	Payer shall pay Optum an administrative fee based upon the transplant type as follows:	
	Type of Transplant/Procedure	Administrative Fee
	Bone Marrow	
	Autologous	
	Less than 11 Days	\$5,000
	11 or more Days – breast cancer	\$10,000
	11 or more Days – all other diagnoses	\$20,000
	Allogeneic-related/unrelated	\$20,000
	Non-Myeloablative BMT (mini)	\$5,000
	Tandem BMT	
	Auto/Auto	\$10,000
	Auto/Allo R Mini	\$20,000
	Auto/Allo U Mini	\$20,000
	Heart, Lung, Heart/Lung	\$10,000
	Ventricular Assist Devices (VAD) only – Bridge to Transplant (Excludes Heart Transplant)	10% of savings, capped at \$10,000***
	Ventricular Assist Devices (VAD) only – Destination Therapy (VAD Implant + Post-Implant Services for 1 year)	10% of savings, capped at \$10,000***
	Ventricular Assist Devices (VAD) only – Destination Therapy (Post-Implant Services only)	10% of savings, capped at \$10,000 per year***
	Double Lung, Multi-Organ*	\$20,000
	Intestinal, Liver, Intestinal/Liver, Intestinal/Small Bowel	\$20,000
	Kidney	\$3,500
	Pancreas, Kidney/Pancreas, Islet Cell-Auto Pancreas	\$7,500
	Optum shall issue an invoice for the administrative fee upon receiving notice of completion of the approved VAD implant or transplant. If an additional transplant is performed to replace the initial transplant, an additional fee equal to 50% of the original fee shall be charged. If a Covered Person receives transplant care, but no transplant is performed,** the administrative fee shall be 35% of the difference between charges per the applicable Provider Agreement and the Participating Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant set forth in the table above. Optum shall issue an invoice upon termination of transplant care.*Except for those multi-organ transplants already listed on the Fee Schedule such as kidney/pancreas**Case referred to as "Early Term". Examples include (1) cases in which Covered Person is not accepted into Participating Provider's transplant or VAD program; (2) cases in which the Covered Person dies prior to transplant or VAD implant; or (3) cases in which Covered Person's coverage ends prior to transplant or VAD implant.***Fee will be invoiced monthly.	

Transplant Extended Provider Network Services(Transplant Access Program (TAP) - Percent of Savings)	Payer shall pay Optum an administrative fee equal to 15% of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant under Transplant Participating Provider Network Services as above. Optum shall issue invoices monthly for each month in which claims are repriced.
Extra Contractual Services	Payer shall pay Optum an administrative fee equal to 15% of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant under Transplant Participating Provider Network Services as above. Optum shall issue invoices monthly for each month in which claims are repriced. Please note that this pricing applies to cases that go to transplant as well as cases in which the Covered Person receives transplant care but no transplant is performed (i.e. Early Term cases).
Cellular Therapy Participating Provider Network Services	For Chimeric Antigen Receptor T-Cell Therapy (CAR-T), Payer shall pay Optum an administrative fee equal to 15% of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services, not to exceed \$20,000 per CAR-T Case as defined in the written agreement entered into between Optum and Provider applicable to the Covered Person. Optum shall issue invoices monthly for each month in which claims are repriced. Please note that this pricing applies to cases that receive CAR-T Therapy as well as cases in which the Covered Person receives care and no cellular therapy infusion occurs (i.e. Early Term cases).
Cancer Resource Services	Payer shall pay Optum an administrative fee equal to 25% of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services. Optum shall issue invoices monthly for each month in which claims are repriced.
Congenital Heart Disease Resource Services	Payer shall pay Optum an administrative fee equal to 15% of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services, not to exceed \$10,000. Optum shall issue invoices monthly for each month in which claims are repriced.
Kidney Resource Services - ESRD Network Access	Payer shall pay Optum an administrative fee equal to 15% of savings, calculated as the difference between charges per the applicable Provider Agreement and the Provider's usual charges for the same services. The monthly administrative fee will be capped at \$4,500 per Covered Person per calendar month for each Covered Person who receives one or more sessions during the month. Optum shall issue invoices monthly for each month in which claims are repriced.
Specialized Physician Review Service	
Specialized Physician Review Services	For solid organ transplants, bone marrow/stem cell transplants, congenital heart disease procedures, and other procedures and disease states, Payer shall pay Optum an administrative fee equal to \$1,295 for a Comprehensive Review from a single reviewer, or \$1,995 from three reviewers. For Basic Review, Payer shall pay Optum an administrative fee equal to \$495 for a single review or \$1,295 from three reviewers. For an Expedited Review, Payer shall pay Optum an additional fee of \$200 for each physician reviewer.

**SCHEDULE B
BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum ("BAA") is incorporated into and made part of the Payer Access Agreement ("Agreement") by and between **OptumHealth Care Solutions, LLC** on behalf of itself and its Affiliates ("Business Associate") and Payer ("Covered Entity"), that involve the use or disclosure of PHI (as defined below). The parties agree as follows:

1. DEFINITIONS

1.1 All capitalized terms used in this BAA not otherwise defined herein have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented (collectively, "HIPAA").

1.2 "Breach" means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI, subject to the exclusions in 45 C.F.R. § 164.402.

1.3 "PHI" means Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received, created, maintained or transmitted on behalf of, Covered Entity.

1.4 "Privacy Rule" means the federal privacy regulations, and "Security Rule" means the federal security regulations, as amended, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A, C & E).

1.5 "Services" means the services provided by Business Associate to Covered Entity to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and in compliance with the applicable requirements of 45 C.F.R. § 164.504(e), or as Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply

to Covered Entity in the performance of those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for in this BAA and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C). For the purposes of reporting under this BAA, a reportable "Security Incident" shall not include unsuccessful or inconsequential incidents that do not represent a material threat to confidentiality, integrity or availability of PHI (such as scans, pings, or unsuccessful attempts to penetrate computer networks).

2.4 report to Covered Entity within ten business days: (i) any Breach of Unsecured PHI of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C). Business Associate shall provide to Covered Entity a description of the Breach and a list of Individuals affected (unless Covered Entity is a plan sponsor ineligible to receive PHI). Business Associate shall provide required notifications to Individuals and the Media and Secretary, where appropriate, in accordance with the Privacy Rule and with Covered Entity's approval of the notification text. Business Associate shall pay for the reasonable and actual costs associated with those notifications and with credit monitoring, if appropriate.

2.5 in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.

2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I).

2.7 within ten business days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or an Individual information necessary for an accounting of disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

2.8 provide access to Covered Entity or an Individual, within ten business days after receiving a written request from Covered Entity or an Individual, to PHI in a Designated Record Set about an Individual, sufficient for compliance with 45 C.F.R. § 164.524.

2.9 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within ten business days after a written request by Covered Entity or an Individual, PHI for amendment and incorporate any amendments to the PHI as requested in accordance with 45 C.F.R. § 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY.

Covered Entity:

3.1 shall identify the records it furnishes to Business Associate that it considers to be PHI for purposes of the Agreement, and provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.2 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations, unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees in writing to honor the restriction or limitation.

3.3 shall be responsible for using administrative, physical and technical safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, in accordance with the requirements of HIPAA.

3.4 shall obtain any consent or authorization that may be required by applicable federal or state laws prior to furnishing Business Associate the PHI for use and disclosure in accordance with this BAA.

3.5 if Covered Entity is an employer sponsored health plan, Covered Entity represents that to the extent applicable, it has ensured and has received certification from the applicable Plan Sponsor that the Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose PHI to Plan Sponsor, including but not limited to amending its plan documents to incorporate the requirements set forth in 45 C.F.R. § 164.504(f)(2) and 45 C.F.R. § 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. § 164.504(f) shall have access to the PHI disclosed by Business Associate to Plan Sponsor.

4. PERMITTED USES AND DISCLOSURES OF PHI.

Business Associate may:

4.1 use and disclose PHI as necessary to provide the Services to Covered Entity.

4.2 use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures are Required by Law or any third party to which Business Associate discloses PHI provides written assurances that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached, in accordance with 45 C.F.R. § 164.504(e)(4).

4.3 De-identify any PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 use PHI for Research projects conducted by Business Associate, its Affiliates or third parties, in a manner permitted by the Privacy Rule, by obtaining documentation of individual authorizations, an Institutional Review Board, or a privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1), and providing Covered Entity with copies of such authorizations or waivers upon request.

4.6 make PHI available for reviews preparatory to Research in accordance with the Privacy Rule at 45 C.F.R. § 164.512(i)(1)(ii).

4.7 use the PHI to create a Limited Data Set ("LDS") and use or disclose the LDS for the health care operations of the Covered Entity or for Research or Public Health purposes as provided in the Privacy Rule.

5. TERMINATION

5.1 Covered Entity may terminate this BAA and the Agreement if Business Associate materially breaches this BAA, Covered Entity provides written notice of the breach to Business Associate, and Business Associate fails to cure the breach within the reasonable time period set by Covered Entity.

5.2 Within thirty (30) days after the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that return or destruction of the PHI is not feasible, Business Associate may retain the PHI subject to this Section 5.2. Business Associate shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

6. MISCELLANEOUS.

The terms of this BAA shall be construed to allow Covered Entity and Business Associate to comply with HIPAA. Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Sections 4 and 5.2 shall survive the expiration or termination of this BAA for any reason.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDING BID FOR “TERM CONTRACT GROUP E – READY MIX CONCRETE”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND BAYOU CONCRETE, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group E– Ready Mix Concrete) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and one (1) bid was received on the commodity noted above, with the lowest and best bidder being Bayou Concrete, LLC, of Gulfport, Mississippi, as referenced in the Memorandum of Procurement Specialist Britney Soules, and tabulation sheet which is contained among those documents attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is contained among those documents attached hereto as Exhibit “A”.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “A” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

FROM: Jessica Versiga, Purchasing Agent

DATE: April 24, 2023

RE: Term Contract Group E – Ready Mix Concrete

The Purchasing Department only received one bid for the above referenced group and recommend acceptance of the bid to Bayou Concrete Company. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group E - Ready Mix Concrete		
Contract Period 05-16-23 through 12-31-23		
Renewable Option 01-01-24 through 12-31-24		
Bayou Concrete		
	Price over 3 Cubic Yards	Price under 3 Cubic Yards
100 psi w/ flowab	\$118.50	\$118.50
2500 psi	\$161.00	\$161.00
3000 psi	\$164.00	\$164.00
3000 psi w/fiber	\$173.00	\$173.00
3500 psi	\$167.00	\$167.00
4000 psi	\$170.00	\$170.00
Delivery Fee	\$200.00	
Fuel Surcharge	\$40.00	
Bayou Concrete P.O. Box 3868 Gulfport, MS 39505 228-868-1264 Office 228-868-5581 Fax lmccamon@Bayouconcretellc.com		

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group E – Ready Mix Concrete) SUPPLIER
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the 16th day of May in the year 2023, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and BAYOU CONCRETE, LLC, (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period May 16, 2023, through December 31, 2023, such period to commence on the last date of execution of this agreement herein ("Contract Term"). It is agreed that there is one (1) optional period of three hundred sixty-five (365) calendar days, such option period to commence upon expiration of the Contract Term ("Option Term"). Such Option Term shall be effective if both CITY and SUPPLIER agree to exercise this option and extend the Contract Term for this second three hundred sixty-five (365) day term, with all prices remaining constant during such time.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER's Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit "A" and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on May 16, 2023.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

BAYOU CONCRETE, LLC

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING CONTRACT WITH ARTISAN PYROTECHNICS, INC., REGARDING 125TH ANNIVERSARY FIREWORKS DISPLAY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, in July 2023, the City of Gulfport celebrates its quasquicentennial (125th Anniversary) and, as a part of the celebrations surrounding the anniversary, the City plans a fireworks show, from Moses Pier, for the night of July 19, 2023; and

WHEREAS, Artisan Pyrotechnics, Inc. (“Artisan”), of Wiggins, Mississippi, was the lowest quote for the proposed fireworks show and should be awarded the contract for the fireworks display for the City of Gulfport on (or about, if needed) July 29, 2023; and

WHEREAS, Artisan has provided the City with a proposed Contract concerning the said July 29, 2023, fireworks display in the City of Gulfport, which Contract is attached hereto as Exhibit “A” for your consideration; and

WHEREAS, award to and execution of the proposed fireworks contract with Artisan for the July 29, 2023, 125h Anniversary fireworks show is believed to be in the best interests of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the award to and proposed Contract between Artisan and the City of Gulfport, attached hereto as Exhibit “A”, be and the same are hereby approved and the Mayor be, and he is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

ARTISAN PYROTECHNICS, INC.

Pyrotechnic Contract

1) THIS AGREEMENT entered into this 16th day of May, 2023, by and between ARTISAN PYROTECHNICS, INC.; a Mississippi corporation, hereinafter referred to as "ARTISAN" and City of Gulfport/ Mayor Billy Hewes, hereinafter referred to as "PURCHASER".

2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, 1 pyrotechnic production(s) as per Program(s) A, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) are scheduled to be performed on July 29, 2023 on the Moses Jetty, Gulfport, MS.

3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) The services and cost of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by ARTISAN, at all times, to the PRODUCTION SITE to set up the production. E) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE; F) PURCHASER shall furnish ARTISAN any and all certificates of fire retardancy and non-flammability with the return of this executed contract for Material that is within twenty-five (25) feet of any pyrotechnic effect. The term Material includes but is not limited to any and all stage scenery, curtains, pipe and drape, carpet, fluids or any thing or object susceptible to combustibility. The failure to supply this certificate may cause ARTISAN not to produce the said display and Purchaser will be responsible for the contract amount in full. If PURCHASER fails to fully comply with requirement A, B, C, D, E and/or F set forth above, ARTISAN shall have no obligation to perform and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

4) PURCHASER shall pay to ARTISAN the sum of FIFTEEN THOUSAND Dollars (\$15,000.00). Full final payment is due by August 31, 2023. The Payment will include a non-refundable charge of \$500.00 to cover the permit and insurance process. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of payment due. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within **180 days** of the original production date. PURCHASER further agrees to pay ARTISAN for any additional expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to liquidate damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.

6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

7) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording process without the express written permission of ARTISAN is prohibited.

8) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, FIVE MILLION DOLLARS (\$5,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. Only to the extent allowed by law, PURCHASER shall indemnify and hold ARTISAN harmless from all claims and suits made against ARTISAN for bodily injury or property damage arising from A) and B) of this Paragraph, and for any and all willful, wanton or negligent acts of PURCHASER, its employees, agents or independent contractors.

9) Should PURCHASER fail to pay ARTISAN any fees, costs or expenses to which ARTISAN is entitled under the terms of this agreement, PURCHASER shall pay to ARTISAN, in addition to any other relief to which ARTISAN may be entitled, all costs of collection, including but not limited to attorney fees in the minimum amount of 25% of the balance due, court costs and judicial interest from the date of written demand to date of full payment.

10) PURCHASER shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from ARTISAN including, without limitation, loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation of the insurance coverage afforded in Paragraph 8 above.

11) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

12) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

13) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, **First** class, addressed as follows:

ARTISAN- **Artisan Pyrotechnics, Inc., P.O. Box 250, Wiggins, Mississippi 39577.**

PURCHASER – **The City of Gulfport / Mayor Billy Hewes, P. O. Box 1780, Gulfport, MS 39580**

14) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

15) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, Mississippi. This Agreement may be executed in several counter parts, including taxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this **16th** day of **May, 2023.**

_____, Title President.
ARTISAN PYROTECHNICS, INC.

_____, Title _____.
PURCHASER



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: May 1, 2023

RE: Fireworks for Gulfport's 125th Birthday – Events Department

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined Artisan Pyrotechnics Inc. to be the lowest and best bid for a total amount of \$15,000.00.

Purchase Order #231885 was issued and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2022, the following RESOLUTION:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING
MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY REGARDING THE HARBOR EXPANSION PARKING
AREA AT JONES PARK PROJECT, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport desires to undertake a project to add 500 parking spaces adjacent to and east of Jones Park at the southeast corner of US Highway 90 and 20th Avenue, as well as a boat launch east of Jones Park and intends to see RESTORE Act funding for the same; and

WHEREAS, because of the substantial expenditure of time, effort and funds associated with planning and obtaining RESTORE Council approval for funding of projects such as this MDEQ requires the City, as the “Committed Party” in the attached Memorandum of Understanding, to commit to following through with the aforementioned project should RESTORE funding be approved for the same; and

WHEREAS, MDEQ presented a Memorandum of Understanding (see Exhibit “A” attached) to the City to establish the aforementioned commitment, and the same has been reviewed and is believed to be in the best interest of the City of Gulfport that the City enter into the same with MDEQ.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the Memorandum of Understanding attached hereto as Exhibit “A” be and the same is hereby approved, and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect as provided by law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2022.

APPROVED:

MAYOR

Memorandum – City of Gulfport



PUBLIC WORKS & ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant to the City Engineer
Lee Wood, Project Manager
Jessica Versiga, Purchasing Agent
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

WEM

Date: May 8, 2023

Re: Request Permission to Enter a Memorandum of Understanding (MOU)
with Mississippi Department of Environmental Quality (MDEQ) for the
Harbor Expansion Parking Area at Jones Park Project

Attached for your consideration is a Memorandum of Understanding (MOU) with the Mississippi Department of Environmental (MDEQ) in the development and implementation of the Harbor Expansion Parking Area at Jones Park Project.

This project includes the construction of surface area parking facility and boat launch located east of Jones Park in Gulfport, MS. The area will be located in the southeast corner of Highway 90 and 20th Avenue.

Phase one (1) will include approximately 500 parking spaces near Highway 90, phase two (2) will include a boat launch on the east side of the marina that will add boat trailer parking. There will be two (2) acres of beach used as a parking area and one (1) acre further south that will be filled in for the boat launch and trailer parking. A new two (2) acre beach will be created just east of the south end of 20th Avenue. The facility will also include curb, gutter, and landscaping commiserate with this project.

I recommend approval to move forward with this item.

Attachment:

1. Memorandum of Understanding (MOU) with MDEQ

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “Agreement”) is made and entered into by and between the Mississippi Department of Environmental Quality (“MDEQ”) and the City of Gulfport (“Committed Party”) (together with MDEQ, the “Parties”).

RECITALS

WHEREAS, the Parties recognize that certain funds provided by the Spill Impact Component of the RESTORE Act are being made available for certain approved projects.

WHEREAS, together with MDEQ, the Committed Party is intending to participate in the development and implementation of the Harbor Expansion Parking Area at Jones Park Project (the “Project”);

WHEREAS, the Parties recognize the Committed Party’s authority regarding the subject of this Project, and that the Committed Party is to participate in the development and implementation of the Project;

WHEREAS, the Committed Party, is seeking funding for the Project, which may be in the form of a Sub-Award Agreement with MDEQ, which shall require the Committed Party to abide by the terms and conditions of the Sub-Award Agreement for the entire life of the Project. Although not yet approved by the Gulf Coast Ecosystem Restoration Council (“RESTORE Council”), a draft copy of the standard Sub-Award Agreement, that is subject to change, is attached hereto and incorporated herein as Exhibit “A” by reference;

WHEREAS, the Parties recognize that MDEQ cannot guarantee that funding will be made available for the Project because the decision to authorize funding for the Project is made by the RESTORE Council;

WHEREAS, the Committed Party recognizes that, upon MDEQ obtaining approved funding, the Committed Party will not receive the total amount of funds allocated for the Project due to costs associated with the efforts provided by entities other than the Committed Party;

WHEREAS, the Parties recognize that MDEQ must make a substantial expenditure of time, effort, and funds for planning and obtaining approval from the RESTORE Council for the funding of projects like the above-referenced Project;

WHEREAS, the Committed Party recognizes that it is solely responsible for obtaining the approval of its authorized representatives prior to engaging with MDEQ regarding its role in the Project and, specifically, prior to providing MDEQ with estimates, budgetary in nature or otherwise, in relation to this Project.

WHEREAS, because Project funding has not yet been approved by the RESTORE Council, the Committed Party shall not voluntarily discuss the Project with any third-parties until a final decision is made by the RESTORE Council regarding the Project and funding approval, unless otherwise required by law or written approval by MDEQ. Furthermore, neither MDEQ nor the Committed Party shall voluntarily disclose any information and documentation related to the Project to any third-party, unless otherwise provided for herein or required by law;

WHEREAS, for purposes of this Agreement, in the event partial funding is made available and the Project utilizes leveraged funds from another funding source, the Parties recognize the need for communication with that additional funding source to determine if leveraged funding is feasible for the Project and that MDEQ is hereby authorized to produce information and documentation related to the Project for purposes of attempting to obtain additional funding;

WHEREAS, for purposes of this Agreement, MDEQ is hereby authorized to produce information and documentation related to the Project to third-parties responsible for conducting technical review of the Project as required for projects funded by the Spill Impact Component of the RESTORE Act;

WHEREAS, a principal concern of MDEQ is that, upon obtaining approval of funding, the Committed Party will not follow through with performing the Project in accordance with the Sub-Award Agreement for the entire life of the Project;

WHEREAS, to alleviate the concerns raised in the prior paragraph, the Committed Party hereby recognizes that, in the event funds are made available, whether in whole or in part, for this Project, the Committed Party intends to make a good faith effort with MDEQ to enter into a mutually agreeable definitive Sub-Award Agreement authorizing the Committed Party to perform the Project;

WHEREAS, the Parties wish to enter into this Agreement for the purpose of setting forth the basis of their agreement so that MDEQ can seek to obtain approval for the funding, whether in whole or in part, for the Project;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants and consideration hereinafter set forth, the Parties agree as follows:

1. Term of the Agreement: This Agreement shall be valid indefinitely from the Effective Date, provided however that the Agreement shall automatically terminate upon the Parties entering into a final and binding Sub-Award Agreement governing and funding the Project. This Agreement may also be terminated at any time and at the sole option of either Party upon 30 days written notice to the other Party as provided herein.

2. Funding of the Project. The Parties agree that MDEQ cannot guarantee that funding will be made available for the Project because the decision to authorize funding for the Project is made by the RESTORE Council.
3. Negotiation of Definitive Agreement. Upon development of the Project and upon funding being made available by the RESTORE Council, the Parties agree to make a good-faith effort to enter into a mutually agreeable definitive Sub-Award Agreement authorizing the Committed Party to perform activities related to the Project. The Sub-Award Agreement will include provisions similar to the terms in the attached Exhibit "A." The Parties understand, acknowledge, and agree that the Sub-Award Agreement will also include other material terms and conditions that will be negotiated by the Parties, as permitted by the RESTORE Council. The finalization of the Sub-Award Agreement is subject to the approval of the RESTORE Council. The Parties agree that they will act in good faith during the negotiations. The Parties understand and agree that this Agreement constitutes only the intent to enter into a final Sub-Award Agreement and is not a Sub-Award Agreement itself.
4. Exclusive Dealing. In consideration of the substantial expenditure of time, effort and funds to be undertaken by MDEQ in connection with the various matters described in this Agreement, the Committed Party agrees not to voluntarily discuss the Project with any third-parties, except for those parties the Committed Party anticipated or intends to utilize or consult with for the exclusive purposes of development and implementation of the Project until a decision is made regarding Project funding approval.
5. Development of Project. The Parties understand and agree that the Committed Party will work with MDEQ to develop the Project.
6. Disclosure of Project Information. The Parties understand and agree that their work may involve information or documentation of either Party, relating to the Project, that has not been disclosed or disseminated beyond the Parties ("Project Information"). The Parties further understand and agree that the voluntary disclosure of this information may cause irreparable harm to the Party to whom the information belongs and that damages would be difficult to calculate. Therefore, the Parties understand and agree that they shall not voluntarily disclose such Project Information to anyone other than the Parties to this Agreement, except for those necessary parties the Committed Party anticipates or intends to utilize or consult with for the exclusive purposes of the development and implementation of the Project; provided, however, (i) in the event partial funding is made available by the RESTORE Council and the Project utilizes leveraged funds from another funding source, the Parties hereto recognize and agree to the need for communication with that additional funding source to determine if leveraged funding is feasible for the Project and that MDEQ is hereby authorized to produce Project Information for purposes of attempting to obtain additional funding; (ii) MDEQ is hereby authorized to produce Project Information to third-parties responsible for conducting technical review of the Project as required for the RESTORE Council-funded projects; and (iii) the Parties are authorized to produce Project Information to comply with the provisions of the Mississippi Public Records Act, Miss. Code Ann. §§ 21-1-61 *et seq.*, the Mississippi Open Meetings Act, Miss. Code Ann. §§ 25-41-1, *et seq.*, or as otherwise

required by the law or a court of competent jurisdiction. The Committed Party agrees that, upon the termination of this Agreement for any reason, the Committed Party shall immediately return any Project Information belonging to MDEQ and shall not retain any copies of that information in any form whatsoever, except to the extent necessary to comply with Committed Party's document retention schedule with the Mississippi Department of Archives and History, as applicable. The Parties understand and agree that this provision shall extend to all representatives of that Party and that each Party shall take reasonable steps to ensure that their representatives abide by the terms of this Agreement, including this provision. The Parties understand and agree that they shall be responsible for the actions of their representatives in violation of this Agreement, including this provision.

The Parties understand and agree that the provisions of this Section are a material inducement for the Parties to enter into this Agreement or any Sub-Award Agreement for the Project. The Parties acknowledge and agree that a breach of this Paragraph through voluntarily disclosure of Project Information to a third party, not otherwise reasonably required by law or allowed by MDEQ's prior written approval, as in good faith determined at MDEQ's sole discretion, shall be independent grounds for MDEQ to: (i) immediately terminate this Agreement upon written notice to the Committed Party; and (ii) disqualify the Committed Party from receiving any award, sub-award, contract or sub-contract relating to the Project and/or any other current or future MDEQ Projects.

7. Committed Party's Sub-recipient(s)/Contractor(s). The Committed Party shall ensure that any of its prospective sub-recipients or contractors for the Project are aware and agree to abide by the applicable terms and conditions of this Agreement, including Section 6 of this Agreement.
8. Relationship of Parties. The Parties agree that nothing in this Agreement shall be deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, limited liability company or formal business entity of any kind.
9. General Terms.

a. Notices. In any case where any notice or other communication is required or permitted to be given, such notice or communication shall be in writing and shall be sent to the following address(es) (or such other address(es) as a party may designate from time to time in writing):

If to MDEQ:

Mississippi Department of Environmental Quality
Attn: Melanie Green
515 East Amite Street
Jackson, MS 39201
Phone: (601) 961-5270
[E-mail: mgreen@mdeq.ms.gov](mailto:mgreen@mdeq.ms.gov)

If to Committed Party:

City of Gulfport
Attn: Wayne Miller
4050 Hewes Avenue
Gulfport, MS 39507
Phone: (228) 868-5740
[Email: wmiller@gulfport-ms.gov](mailto:wmiller@gulfport-ms.gov)

b. Counterparts. This Agreement may be executed in any number of counterparts and may be executed by electronic means. All counterparts shall collectively constitute one and the same Agreement.

c. Entire Agreement. The terms and conditions contained in this Agreement constitute the entire agreement among the parties relating to the subject matter hereof and shall supersede all previous agreements and communications between the parties with respect to the subject matter of this Agreement. No party has entered into this Agreement in reliance upon any representation, warranty, covenant, or undertaking of any other party that is not set out or referred to in this Agreement.

d. Amendment. Unless expressly provided otherwise in this Agreement, this Agreement may be varied, amended, or extended only by a written agreement specifically referring to this Agreement and signed by the Parties' duly authorized officers or representatives.

e. Binding on Successors; No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors. The rights conveyed by this agreement may not be assigned to any other party and the Parties agree that they will not assign their rights and/or obligations under this agreement.

f. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

g. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule (whether of the State of Mississippi or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Mississippi. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the courts of Hinds County, Mississippi.

h. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

i. Severability. In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable in a final, non-appealable order or judgment (each such provision, an “Invalid Provision”), then such provision shall be severed from this Agreement and shall be inoperative, and the parties promptly shall negotiate in good faith a lawful, valid, and enforceable provision that is as similar to the Invalid Provision as may be possible and that preserves the original intentions of the parties, while the remaining provisions of this Agreement shall remain binding on the parties hereto. Without limiting the generality of the foregoing sentence, in the event a change in any applicable law, rule or regulation makes it unlawful for a party to comply with any of its obligations hereunder, the parties shall negotiate in good faith a modification to such obligation to the extent necessary to comply with such law, rule, or regulation that is as similar in terms to the original obligation as may be possible while preserving the original intentions of the parties to the maximum extent feasible.

j. Effective Date. This Agreement will become effective upon execution by the Executive Director of MDEQ (“Effective Date”).

[signatures on the following page]

**Mississippi Department of Environmental
Quality**

By: _____
Chris Wells
Executive Director

Date: _____

Committed Party

By: _____
Signature of Authorized Representative

Print Name: _____

Title: _____

Date: _____

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**STATE OF MISSISSIPPI
COUNTY OF HINDS****MDEQ AGREEMENT NO. [REDACTED]****SUB-AWARD AGREEMENT (Governmental Entities)**

This document is a Sub-Award Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”) and [Sub-Recipient Name, UEI Number] (“SUB-RECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work specified in Article 4, Scope of Work.

1. Source of Funds

The grant funds provided by this Agreement are made available pursuant to the [“Direct Component”, “Centers of Excellence Research Grants Program”, “Comprehensive Plan Component, or “Spill Impact Component”] of the RESTORE Act, provided through the [U.S. Department of the Treasury (“Treasury”) or Gulf Coast Ecosystem Restoration Council (“RESTORE Council”)] pursuant to Federal Award # [Federal Award Identification Number and CFDA Name and Number] (hereinafter referenced as “Federal Award”), awarded on [Federal Award Date]. This Federal Award is fully incorporated by reference into this Agreement as Attachment “A”, and is an integral part of this Agreement.

2. Project

Under this Agreement, MDEQ agrees to disburse funds to SUB-RECIPIENT in accordance with the terms herein to pay the costs associated with SUB-RECIPIENT’s implementation of the project entitled “[Project Title]” (the “Project”).

3. Purpose

The purpose of this Project is to [General Project Description]. This Project [is/is not] for Research and Development. Further detail of the Project is provided in Attachment “A” of this Agreement.

4. Scope of Work

SUB-RECIPIENT shall perform the tasks as described and identified in [Attachment “A” OR the Workplan, which is incorporated by reference into this Agreement as “B”] (the “Work”).

5. Terms and Conditions

This Agreement and the SUB-RECIPIENT are subject to the terms and conditions of this Agreement, the terms and conditions of the Federal Award, including any Special Award Conditions, a copy of which is attached hereto as Attachment “A”, the Standard Sub-Award Terms

and Conditions, a copy of which is attached hereto as Attachment [“B” or “C”] and fully incorporated herein by reference, [the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions under the [[Insert either “Direct Component” or “Centers of Excellence Research Grants Program”] or the Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions], a copy of which is attached hereto in Attachment [“A” or “C”] and fully incorporated herein by reference, and the RESTORE Act, 33 U.S.C. § 1321(t) *et seq.*, Treasury’s Regulations governing the RESTORE Act, 31 C.F.R. § 34 *et seq.*, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to the SUB-RECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. Period of Performance

The Period of Performance shall commence on [Enter Start Date or “upon execution of this Agreement by MDEQ’s Executive Director”] and shall end on [Enter End Date] (“Period of Performance”). The SUB-RECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUB-RECIPIENT determines, based on the work performed to date, that the work cannot be completed within the Period of Performance, SUB-RECIPIENT shall so notify MDEQ immediately in writing.

7. Consideration and Payment

- A. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to pay SUB-RECIPIENT an amount not to exceed [Spell Out Award Amount (Enter Award Amount in Number Form)] (the “Maximum Amount”).
- B. *Payment.* Subject to available funding, as set forth in the Standard Sub-Award Terms and Conditions and all other terms and conditions of this Agreement, MDEQ shall pay all properly-invoiced amounts due to SUB-RECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUB-RECIPIENT that includes work performed outside a one-year period from receipt of such invoice.
 - i. *Request for Payment.* SUB-RECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUB-RECIPIENT shall submit monthly Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to invoices@mdeq.ms.gov. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement,

shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than forty-five (45) days after the end date of this Agreement. The monthly Reimbursement Request shall include breakdowns of personnel, position, dates worked, tasks performed, and totals for each personnel cost included in the Reimbursement Request. SUB-RECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUB-RECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.
2. SUB-RECIPIENT shall only request payment under this Agreement for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement;
3. SUB-RECIPIENT shall not request payment under this Agreement for services the SUB-RECIPIENT or its contractors may provide under any other Sub-award or Contract.
4. Any funds that are paid by MDEQ to the SUB-RECIPIENT that are not necessary for the completion of the Work in this Agreement must be returned to MDEQ within thirty (30) days from receiving MDEQ's written notification for return of funds. Any funds that are paid by MDEQ to the SUB-RECIPIENT which are deemed ineligible by [Treasury or RESTORE Council] must also be returned to MDEQ within thirty (30) days from receiving MDEQ's written notification for return of funds.
5. SUB-RECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUB-RECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.
6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUB-RECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUB-RECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUB-RECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time

the request is submitted the SUB-RECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

- ii. Indirect Cost Rate. The current indirect cost rate is [Insert Rate] which SUB-RECIPIENT has negotiated with [Federal Agency listed in SUB-RECIPIENT'S approved Negotiated Indirect Cost Rate Agreement].

8. Progress Reports

SUB-RECIPIENT shall provide required progress reports as determined by MDEQ.

9. Final Payment and Report

Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by SUB-RECIPIENT, MDEQ shall not pay more than ninety-five percent (95%) of the Maximum Amount until such time as the SUB-RECIPIENT has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received MDEQ's written acceptance of such Final Report. Within forty-five (45) days after MDEQ's written acceptance of such Final Report, MDEQ shall disburse to SUB-RECIPIENT all or such portion of the five-percent (5%) holdback as is properly payable to SUB-RECIPIENT for Work performed under this Agreement. However, if MDEQ is satisfied that the Project is proceeding on schedule and on budget, MDEQ (acting in its sole discretion) may reduce the holdback from five-percent (5%).

When SUB-RECIPIENT has performed all the Work, SUB-RECIPIENT shall transmit to MDEQ a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work not previously submitted to MDEQ. The Final Report shall be provided by SUB-RECIPIENT to MDEQ within forty-five (45) days of Project completion. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

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

10. Financial Management and Compliance

MDEQ requires that the SUB-RECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUB-RECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” found in 2. C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include Personally Identifiable Information (PII) that is required by law to be disclosed. (See also §200.1 PII). SUB-RECIPIENT and any Contracted Parties (as such term is defined in the “Contracts” provision of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUB-RECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

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

11. Contracts

SUB-RECIPIENT must notify MDEQ in writing prior to contracting any portion of the Work. MDEQ, in its sole discretion, shall have the right to reject the letting of any such contract. Should MDEQ, in its sole discretion, determine that any proposed contractor of SUB-RECIPIENT under this Agreement has a conflict of interest with respect to [Treasury or RESTORE Council], MDEQ, SUB-RECIPIENT or the Project, MDEQ shall have the right to reject the letting of any such contract. If any potential conflict of interest exists, the Parties will resolve it according to the applicable laws and regulations. MDEQ’s failure to reject the letting of any contract under this Agreement shall not be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Funds. If SUB-RECIPIENT makes or issues any contract in coordination with this Agreement, then SUB-RECIPIENT will be deemed to have represented and certified to MDEQ at each such time, in connection with such contract, as follows:

- A. in making such contract, SUB-RECIPIENT has complied with all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by SUB-RECIPIENT;

- B. in making such contract, SUB-RECIPIENT has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- C. each contractor is qualified to perform the applicable Work and is authorized to do business in the State of Mississippi;
- D. each contractor is required under its agreement with SUB-RECIPIENT to perform the applicable Work within budgeted costs identified for such Work;
- E. each contractor has agreed to conduct its activities related to the Work in compliance with all terms and conditions of this Agreement, and all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates;
- F. each contractor has agreed to obtain and maintain all appropriate bonds and insurance against liability for injury to persons or property from any and all activities undertaken by such contractor related to the Work in accordance with applicable state and federal laws, including, without limitation Miss. Code Ann. § 31-5-51; and
- G. no contractor has any conflict of interest with respect to MDEQ, [Treasury or RESTORE Council], the SUB-RECIPIENT or the Project.

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

12. Public Communications and Logo Usage

Unless otherwise required by applicable law (based upon the reasonable advice of counsel), SUB-RECIPIENT shall not make any public announcements, communicate with any news media, or provide materials to the public related to this Agreement without first obtaining the written consent of MDEQ. This includes any materials prepared for presentations or materials prepared for distribution to the public. The Parties shall cooperate as to the timing and contents of any such announcement prior to any such communications to the public. The SUB-RECIPIENT must provide materials subject to this provision to MDEQ, for determination of approval, ten (10) days

prior to the anticipated publication or other form of public release of such materials. This provision shall not be deemed to limit the SUB-RECIPIENT's ability to discuss this Agreement or Work in meetings required to be held as open meetings by Miss. Code Ann. § 25-41-1 *et seq.*, or as otherwise necessary to inform the public of the existence of the Project as is reasonably tailored to keep the public informed of project progress or to address public safety or planning concerns. This provision shall also not apply to any publications, notices, communications, transmittals or the like required of SUB-RECIPIENT to comply with its contractual obligations related to this Agreement, for procurement of vendors, or compliance with applicable state, federal or local law applicable to the Agreement or Work.

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals), or signage produced with funds from this Agreement and the Federal Award, or informing the public about the activities funded in whole or in part by this Agreement and the Federal Award, must clearly display the following language:

["This project was paid for [in part] with federal funding from the U.S. Department of the Treasury and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)."] Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Agreement must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury or the Mississippi Department of Environmental Quality."

OR

"This project was paid for [in part] with federal funding from the RESTORE Council and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications and data (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Agreement must display the following additional language: "The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council or the Mississippi Department of Environmental Quality". Further, data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). Further Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the RESTORE Council or its designee.]"

The SUB-RECIPIENT is authorized to use the MDEQ logo only for the above-mentioned purposes. The SUB-RECIPIENT may not alter the MDEQ logo in any way, except for its size.

13. Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention: Melanie Green

Address: 515 East Amite Street

Jackson, MS 39201

Phone: 601.961.5270

E-mail: mgreen@mdeq.ms.gov

If to SUB-RECIPIENT:

Attention:

Address:

Phone:

E-mail:

14. Counterparts

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

[SIGNATURE PAGE FOLLOWS]

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

[SUB-RECIPIENT]

Signature of Authorized Representative

Printed Name

Title

Date

ATTACHMENT A
FEDERAL AWARD

[ATTACHMENT B
WORKPLAN]

ATTACHMENT [B or C]**STANDARD SUB-AWARD TERMS AND
CONDITIONS****1. APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi and applicable federal law excluding, its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUB-RECIPIENT shall comply with applicable federal, state, and local laws and regulations.

2. AVAILABILITY OF FUNDS

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

3. REPRESENTATION REGARDING CONTINGENT FEES

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

4. REPRESENTATION REGARDING GRATUITIES

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

5. PROCUREMENT REGULATIONS

The SUB-RECIPIENT shall comply with current federal law, rules and regulations, and, in particular, 2 C.F.R. §§ 200.318, General Procurement Standards, through 200.327, Contract Provisions, in any procurement required to complete the tasks in the Scope of Work. The SUB-RECIPIENT shall also ensure that every purchase order or contract includes any clauses required by 2 C.F.R. § 200.327 Contract provisions, as identified in Appendix II to 2 C.F.R. Part 200.

6. SUB-AWARDS

If the SUB-RECIPIENT is authorized to make a sub-award, the SUB-RECIPIENT must include and incorporate the terms and conditions of the Federal Award, and any Special Award Conditions, the terms and conditions of this Agreement and any attachments, in all lower tier sub-awards. Further, the SUB-RECIPIENT, who makes a sub-award, must follow and carry out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

7. COMPLIANCE WITH LAWS

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

8. STOP WORK ORDER

- A. *Order to Stop Work:* MDEQ may, by written order to SUB-RECIPIENT at any time and without notice to any surety, require SUB-RECIPIENT to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUB-RECIPIENT, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUB-RECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:
- i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.
- B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUB-RECIPIENT shall have the right to resume work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUB-RECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
 - ii. SUB-RECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.
- C. *Termination of Stopped Work*: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

9. E-PAYMENT

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

10. E-VERIFICATION

If applicable, SUB-RECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUB-RECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUB-RECIPIENT agrees to provide a copy of each such verification. SUB-RECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

11. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at

<http://www.transparency.mississippi.gov>. Information identified by SUB-RECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

12. PAYMODE

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUB-RECIPIENT's choice. MDEQ may, at its sole discretion, require the SUB-RECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. The SUB-RECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

13. TERMINATION

The Agreement may be terminated as follows:

A. TERMINATION FOR CONVENIENCE

- i. *Termination.* The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUB-RECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.
- ii. *SUB-RECIPIENT's Obligations.* SUB-RECIPIENT shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination SUB-RECIPIENT will stop work to the extent specified. SUB-RECIPIENT shall also terminate outstanding orders and contracts as they relate to the terminated work. SUB-RECIPIENT shall settle the liabilities and claims arising out of the termination of contracts and orders connected with the terminated work. MDEQ may direct SUB-RECIPIENT to assign SUB-RECIPIENT's right, title, and interest under terminated orders or contracts to MDEQ. SUB-RECIPIENT must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

B. TERMINATION FOR DEFAULT

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

whole or in part, MDEQ may procure similar supplies or services in a manner and upon terms deemed appropriate by MDEQ. SUB-RECIPIENT shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

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

C. TERMINATION UPON BANKRUPTCY

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUB-RECIPIENT, if SUB-RECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUB-RECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUB-RECIPIENT shall be entitled to recover just and equitable compensation for satisfactory work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

14. DISPUTES

Before pleading to any judicial system at any level, the SUB-RECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to the SUB-RECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at the SUB-RECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. Section 49-17-35 and -41. In the alternative, at the SUB-RECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. Section 49-17-41.

15. ANTI-ASSIGNMENT/CONTRACTING

SUB-RECIPIENT acknowledges that it was selected by MDEQ to perform the Work required hereunder based, in part, upon SUB-RECIPIENT's special skills and expertise. Unless contractors are otherwise identified and approved in accordance with the "Contracts" provision of this Agreement, SUB-RECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Maximum Amount agreed upon in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem

necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties.

16. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The SUB-RECIPIENT certifies that (a) it is a Mississippi governmental entity; (b) entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

17. DEBARMENT AND SUSPENSION

SUB-RECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;
- C. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- E. has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

18. CONFIDENTIALITY

- A. *Information Designated by Contractor as Confidential.* Any disclosure of those materials, documents, data and other information, which SUB-RECIPIENT has designated in writing as proprietary and confidential shall be subject to the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1. As provided in this Agreement, the personal or professional services to be provided, the price to be paid, and the term of the Agreement shall not be deemed to be a trade secret or confidential commercial or financial information.

- B. *Public Records.* Notwithstanding any provision to the contrary contained herein, all Parties recognize that MDEQ is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDEQ pursuant to this Agreement and designated by the SUB-RECIPIENT in writing as trade secrets or other proprietary confidential information, MDEQ shall follow provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. MDEQ shall not be liable to SUB-RECIPIENT for disclosure of information required by court order or required by law.
- C. *Disclosure of Confidential Information.* In the event that either party to this Agreement receives notice that a third party requests divulgence of Confidential Information or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of Confidential Information or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
- D. *Wrongful Disclosure of Confidential Information.* Any liability resulting from the wrongful disclosure of Confidential Information on the part of SUB-RECIPIENT or its contractor shall rest with SUB-RECIPIENT. Disclosure of any Confidential Information by SUB-RECIPIENT or its subcontractor without the express written approval of MDEQ may result in the immediate termination of this Agreement.
- E. *Exceptions to Confidential Information.* SUB-RECIPIENT and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“**Disclosing Party**”) which is:
- (1) Rightfully known to the recipient prior to negotiations leading to this Agreement, other than information obtained in confidence under prior engagements;
 - (2) Generally known or easily ascertainable by nonparties to this Agreement;
 - (3) Released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - (4) Independently developed by the recipient without any reliance on confidential information;
 - (5) Part or later becomes part of the public domain or may be lawfully obtained by the State or SUB-RECIPIENT from any nonparty; or
 - (6) Disclosed with the Disclosing Party’s prior written consent; or

(7) As otherwise required to be disclosed by law.

19. FAILURE TO ENFORCE

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

20. FORCE MAJEURE

Each Party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its contractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, SUB-RECIPIENT shall notify MDEQ immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless MDEQ determines it to be in its best interest to terminate the Agreement.

21. INDEMNIFICATION

The SUB-RECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUB-RECIPIENT's tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

22. SUB-RECIPIENT STATUS

The SUB-RECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUB-RECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

The SUB-RECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by the SUB-RECIPIENT to perform the services hereunder shall be an employee or independent contractor of the SUB-RECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

The SUB-RECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUB-RECIPIENT'S contractors, subcontractors, employees or agents.

23. INSURANCE

SUB-RECIPIENT is self-insured for liability under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, et seq. The SUB-RECIPIENT must also maintain appropriate insurances to cover property, this includes equipment purchased under this Agreement. Should SUB-RECIPIENT procure additional insurance against liability for injury to persons or property, it should have MDEQ named as additional insureds on all such policies for any work performed by SUB-RECIPIENT pursuant to this Agreement and provide MDEQ with appropriate Certificates of Insurance and endorsements reflecting such additions within thirty (30) days after this Agreement is fully-executed.

Notwithstanding this Section, the Sub-recipient and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

24. ENTIRE AGREEMENT

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and the SUB-RECIPIENT. SUB-RECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

25. AMENDMENTS OR MODIFICATION

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

26. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUB-RECIPIENT.

27. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

MDEQ shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for SUB-RECIPIENT's internal administrative and quality assurance files and internal project correspondence. SUB-RECIPIENT shall deliver such documents and work papers to MDEQ. The foregoing notwithstanding, SUB-RECIPIENT shall be entitled to retain a set of such work papers for its files.

28. RECORD RETENTION AND ACCESS TO RECORDS

Provided SUB-RECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUB-RECIPIENT, [Treasury, the Treasury Office of Inspector General OR RESTORE Council], the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUB-RECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUB-RECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUB-RECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUB-RECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. SUB-RECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. no audit, litigation or other action arising out of or related in any way to this Project is commenced before SUB-RECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUB-RECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and
- C. SUB-RECIPIENT provides MDEQ a minimum of thirty (30) days' written notice before providing the above-mentioned records and corresponding certification.

29. RIGHT TO AUDIT

SUB-RECIPIENT shall maintain such financial records and other records as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUB-RECIPIENT shall retain these records for a period of ten years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten-year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General and [Treasury or RESTORE Council].

30. RIGHT TO INSPECT WORK; ACCESS

[Treasury, the Treasury Office of Inspector General or RESTORE Council], the Government Accountability Office, MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by [Treasury, the Treasury Office of Inspector General or RESTORE Council], the Government Accountability Office, MDEQ and their representatives, invitees, and consultants, SUB-RECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUB-RECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUB-RECIPIENT's performance of the Work.

31. SEVERABILITY

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

32. THIRD PARTY ACTION NOTIFICATION

SUB-RECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUB-RECIPIENT by any entity that may result in litigation related in any way to this Agreement.

33. UNSATISFACTORY WORK

If, at any time during Period of Performance, the service performed or work done by SUB-RECIPIENT is considered by MDEQ to be unsatisfactory, MDEQ shall notify the SUB-RECIPIENT of such and the SUB-RECIPIENT will be required to correct such service or

work. If, at any time during Period of Performance, the service performed or work done by SUB-RECIPIENT is considered by MDEQ to create a condition that threatens the health, safety, or welfare of the environment, citizens and/or employees of the State of Mississippi, SUB-RECIPIENT shall, on being notified by MDEQ, immediately correct such deficient service or work. In the event SUB-RECIPIENT fails, after notice, to correct the deficient service or work immediately, MDEQ shall have the right to order the correction of the deficiency by separate Agreement or with its own resources at the expense of SUB-RECIPIENT.

34. WAIVER

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

35. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37

If applicable, SUB-RECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUB-RECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUB-RECIPIENT shall require the Contracted Party to submit to both SUB-RECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUB-RECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

36. CONFLICT OF INTEREST

The SUB-RECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, the SUB-RECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

37. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

38. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

39. EVALUATION

SUB-RECIPIENT agrees to cooperate with MDEQ by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and this Agreement for a period of ten (10) years after the date on which the Final Reports are provided.

40. VENUE

Venue for the resolution of any dispute, according to Disputes Clause of this Agreement, and any subsequent litigation shall be in Jackson, Hinds County, Mississippi.

41. HEADINGS

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

ATTACHMENT C or D**SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT
RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN**

An evaluation for the assessment of uncontrolled risks of the SUB-RECIPIENT's systems and processes for financial management was performed as of part of the initial sub-award process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Sub-Award Agreement. No corrective action is required to the SUB-RECIPIENT's systems and processes at the time of this award. MDEQ requests the SUB-RECIPIENT provide the following information to MDEQ as part of observations made during the evaluation:

1. SUB-RECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the program performance period.
2. SUB-RECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUB-RECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUB-RECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUB-RECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUB-RECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUB-RECIPIENT's ability to comply with Federal Award and/or Sub-Award requirements.

ATTACHMENT [D or E]
SUB-AWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three-year period preceding this agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- E. has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUB-RECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUB-RECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUB-RECIPIENT or Contracted Parties arising from, or associated with this Agreement is strictly incidental and all such vendors are not, and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUB-RECIPIENT.

Upon execution of any contract between the SUB-RECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUB-RECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUB-RECIPIENT and any other party. The SUB-RECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUB-RECIPIENT and any other party. The SUB-RECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUB-RECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have the right of timely and unrestricted access to any of Contracted Party's books, documents, papers, and other records, including electronic records, which are maintained or produced as a result of the agreement

and Project for the purpose of making audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the SUB-RECIPIENT's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records, and other records, including electronic records, which are maintained or produced as a result of the agreement and the Project. These records must be retained for a minimum of three years after final payment under the agreement is made. These records shall be made available during the term of the agreement and the subsequent three-year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General and Treasury. If any litigation, claim, investigation, or audit relating to Federal Award No. [xxxxxxx] ("Award") or an activity funded under the Award is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants, and Departments and Agencies of the State of Mississippi, and any of their duly authorized representatives', shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all work hereunder.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described Project or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION & EVALUATION

Both parties agree to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project or projects to which the agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, both parties agree to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

*Gulf Coast Ecosystem Restoration Council
August 2015*

(this page intentionally left blank)



RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

Table of Contents

A. STATUTORY AND NATIONAL POLICY REQUIREMENTS.....	1
B. PROGRAMMATIC REQUIREMENTS	1
.01 Performance (Technical) Reports	2
.02 Reporting on Real Property	3
.03 Unsatisfactory Performance.....	3
.04 Programmatic Changes	3
.05 Other Federal Awards with Similar Programmatic Activities.....	3
.06 Non-Compliance with Award Provisions	4
.07 Prohibition against Assignment by the Non-Federal Entity	4
.08 Disclaimer Provisions	4
C. FINANCIAL REQUIREMENTS.....	4
.01 Financial Reports	4
.02 Financial Management.....	5
.03 Award Payments	6
.04 Federal and Non-Federal Sharing.....	7
.05 Program Income	7
.06 Budget Changes and Transfer of Funds among Categories.....	8
.07 Indirect (Facilities and Administrative [F&A]) Costs	9
.08 Incurring Costs or Obligating Federal Funds Outside of the Period of Performance....	11
.09 Tax Refunds.....	11

D. INTERNAL CONTROLS	12
E. PROPERTY STANDARDS.....	12
.01 Standards.....	12
.02 Insurance coverage.....	12
.03 Real Property	13
.04 Federally-owned and Exempt Federally-owned Property	14
.05 Equipment.....	14
.06 Supplies.....	15
.07 Intangible Property.....	15
.08 Property Trust Relationship	16
F. PROCUREMENT STANDARDS	16
G. NON-DISCRIMINATION REQUIREMENTS	17
.01 Statutory Provisions	17
.02 Other Provisions.....	18
.03 Title VII Exemption for Religious Organizations	19
H. RECORDS RETENTION	19
I. AUDITS	20
.01 Organization-Wide, Program-Specific, and Project Audits.....	20
.02 Audit Resolution Process	21
J. DEBTS	22
.01 Payment of Debts Owed the Federal Government	22
.02 Late Payment Charges	22
.03 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs.....	23
K. GOVERNMENTWIDE DEBARMENT AND SUSPENSION.....	23
L. LOBBYING RESTRICTIONS	23
.01 Statutory Provisions	23
.02 Disclosure of Lobbying Activities	23
M. REMEDIES FOR NONCOMPLIANCE.....	24
N. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS	26
.01 Code of Conduct for Recipients.....	26
.02 Applicability of Award Provisions to Subrecipients	26
.03 Competition and Codes of Conduct for Subawards.....	28

.04	Applicability of Provisions to Subawards, Contracts, and Subcontracts	28
.05	Subaward and/or Contract to a Federal Agency	31
O.	AMENDMENTS AND CLOSEOUT	32
P.	ENVIRONMENTAL COMPLIANCE	32
.01	The National Environmental Policy Act (42 U.S.C. § 4321 <i>et seq.</i>)	32
.02	The Endangered Species Act (16 U.S.C. § 1531 <i>et seq.</i>).....	33
.03	Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 <i>et seq.</i>).....	33
.04	Clean Water Act Section 404 (33 U.S.C. § 1344 <i>et seq.</i>).....	33
.05	The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 <i>et seq.</i>), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds	33
.06	National Historic Preservation Act (16 U.S.C. § 470 <i>et seq.</i>)	34
.07	Clean Air Act (42 U.S.C. § 7401 <i>et seq.</i>), Federal Water Pollution Control Act (33 U.S.C. § 1251 <i>et seq.</i>) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)	34
.08	The Flood Disaster Protection Act (42 U.S.C. § 4002 <i>et seq.</i>).....	34
.09	Executive Order 11988 (“Floodplain Management”), Executive Order 13690 (“Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input”), and Executive Order 11990 (“Protection of Wetlands”)	34
.10	Executive Order 13112 (“Invasive Species”)	35
.11	The Coastal Zone Management Act (16 U.S.C. § 1451 <i>et seq.</i>).....	35
.12	The Coastal Barriers Resources Act (16 U.S.C. § 3501 <i>et seq.</i>).....	35
.13	The Wild and Scenic Rivers Act (16 U.S.C. § 1271 <i>et seq.</i>).....	35
.14	The Safe Drinking Water Act (42 U.S.C. § 300 <i>et seq.</i>).....	35
.15	The Resource Conservation and Recovery Act (42 U.S.C. § 6901 <i>et seq.</i>).....	36
.16	The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 <i>et seq.</i>).....	36
.17	Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”).....	36
.18	Rivers and Harbors Act (33 U.S.C. 407)	36
.19	Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 <i>et seq.</i>), and Executive Order 13089 (“Coral Reef Protection”)	36

.20	Executive Order 13653 (“Preparing the United States for the Impacts of Climate Change”)	37
.21	Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)	37
.22	Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)	37
Q.	MISCELLANEOUS REQUIREMENTS	37
.01	Criminal and Prohibited Activities	37
.02	Political Activities.....	37
.03	Drug-Free Workplace	38
.04	Foreign Travel.....	38
.05	Increasing Seat Belt Use in the United States.....	39
.06	Research Involving Human Subjects	39
.07	Federal Employee Expenses	39
.08	Minority Serving Institutions Initiative	40
.09	Research Misconduct	40
.10	Publications, Videos, Signage and Acknowledgment of Sponsorship	40
.11	Care and Use of Live Vertebrate Animals	41
.12	Homeland Security Presidential Directive 12.....	41
.13	Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations	42
.14	The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)), as amended, and the implementing regulations at 2 C.F.R. part 175	43
.15	The Federal Funding Accountability and Transparency Act of 2006 (“Transparency Act” or FFATA)—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101).....	44
.16	Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown	48
R.	CERTIFICATIONS.....	49

THESE RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (ST&Cs) ARE INCORPORATED INTO AND MADE A PART OF THE GRANT AWARD TO WHICH THEY ARE ATTACHED.

A. STATUTORY AND NATIONAL POLICY REQUIREMENTS

The non-Federal entity¹ (also referred to as “recipient” or “grantee”) and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications. This document provides the Gulf Coast Ecosystem Restoration Council (“Council”) standard terms and conditions (ST&Cs) for all Council awards. 2 CFR § 5900.101 provides the Council’s adoption of 2 CFR Part 200, giving regulatory effect to the OMB guidance.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the *Federal Register*, EOs, OMB circulars, the Council ST&Cs, and special award conditions. Special award conditions may amend or take precedence over the ST&Cs if and when so provided by the ST&Cs.

Certain of the ST&Cs contain, by reference or substance, a summary of the pertinent statutes or regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), EOs, OMB circulars, or the assurances (Forms SF-424B and SF-424D). No such provision will be construed so as to be in derogation of, or an amendment to, any such statute, regulation, EO, OMB circular, or assurance.

B. PROGRAMMATIC REQUIREMENTS

The recipient must use funds only for the purposes identified in the grant award agreement in accordance with the requirements in 31 C.F.R. § 34.803(d). All activities under the award must meet the eligibility requirements of the Gulf RESTORE Program as defined in 31 C.F.R. §§ 34.201, 34.202 or 34.203, according to component.

¹ The OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* located at 2 C.F.R. part 200 uses the term “non-Federal entity” to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because certain of the provisions of these ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these ST&Cs use the terms “non-Federal entity”, “recipient”, and “subrecipient.” In addition, the OMB Uniform Guidance uses the term “pass-through entity” to refer to a non-Federal entity that makes a subaward.

“Non-Federal entity” is defined at 2 C.F.R. § 200.69 as “a State, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.”

“Recipient” is defined at 2 C.F.R. § 200.86 as “a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.”

“Subrecipient” is defined at 2 C.F.R. § 200.93 as “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.”

“Pass-through entity” is defined as 2 C.F.R. § 200.74 as “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

.01 Performance (Technical) Reports

- a. Non-Federal entities must use OMB-approved governmentwide standard information collections when providing financial and performance information and, as appropriate and in accordance with such information collections, are required to relate financial data to the performance accomplishments of the Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The Non-Federal entity's performance will be measured in a way that will help the Council and other non-Federal entities to improve program outcomes, share lessons learned and spread the adoption of promising practices. Recipients will be provided with clear performance goals, indicators and milestones as described in 2 C.F.R. § 200.210 "Information contained in a Federal award."
- b. Recipients must submit performance (technical) reports, which may be Form SF-PPR "Performance Progress Report" or any successor form, or another format as required by the Council, to the Council-designated grants officer (Grants Officer). Performance reports should be submitted electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies) in accordance with the award conditions.
- c. Performance Reports must be submitted with the same frequency as the Federal Financial Report (Form SF-425), unless otherwise authorized by the Grants Officer. If events occur between scheduled performance reporting dates that have significant impact upon the activity, project or program, the recipient must notify the Grants Officer as soon as possible.
- d. Performance (technical) reports shall contain brief information as prescribed in the *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (2 C.F.R. part 200, specifically 2 C.F.R. § 200.328) incorporated into the award, unless otherwise specified in the award provisions. Specifically, in the "performance narrative" (item 10 on the SF-PPR), the recipient must provide the following information.
 1. Activities and Accomplishments:
 - i. Summarize activities undertaken during the reporting period;
 - ii. Summarize any key accomplishments, including milestones and metrics completed for the period;
 - iii. List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
 - iv. If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.
 2. Adaptive Management:
 - i. Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized; if so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
 - ii. Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

3. Findings/Events: Summarize any significant findings or events, if applicable.
4. Dissemination Activities: Describe any activities to disseminate or publicize results of the activity, project, or program, if applicable.
5. Monitoring:
 - i. Describe all efforts taken to monitor contractor and/or subrecipient performance, to include site visits, during the reporting period. For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
 - ii. Describe any other activities or relevant information not already provided.
6. Planned Activities: Summarize the activities planned for the next reporting period.
7. Attachments: List and attach any deliverables completed during the performance period or other materials to be submitted with the report.

.02 Reporting on Real Property

In accordance with 2 C.F.R. § 200.329, the Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal government retains an interest, unless the Federal interest in the real property extends 15 years or longer. If the attached Federal interest is for a period of 15 years or longer, the Council or pass-through entity may, at its option, require the non-Federal entity to report at various multi-year frequencies as specified in the terms of the award (e.g., every two years or every three years, not to exceed a five-year reporting period; or the Council or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

.03 Unsatisfactory Performance

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance as determined by the Council may result in designation of the non-Federal entity as high risk and the assignment of special award conditions or other further action as provided in Section B.06, “Non-Compliance with Award Provisions” below.

.04 Programmatic Changes

The non-Federal entity shall report programmatic changes to the Grants Officer in accordance with 2 C.F.R. § 200.308, and shall request prior approvals in accordance with 2 C.F.R. § 200.407.

.05 Other Federal Awards with Similar Programmatic Activities

The non-Federal entity shall immediately provide written notification to the Grants Officer in the event that, subsequent to receipt of the Council award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the Council award. The Council will not pay for any costs that are funded by other sources.

.06 Non-Compliance with Award Provisions

Failure to comply with any or all of the provisions of the award may have a negative impact on future funding by the Council and may be considered grounds for any or all of the following actions: withholding of payments pending correction of the deficiency by the non-Federal entity and/or more severe enforcement action by the Council or pass-through entity in accordance with 2 C.F.R. § 200.338; disallowance of (that is, denial of both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; suspension or termination of all or any portion of the award; initiation of suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and any Council regulations and policies promulgated pursuant to its authority (or in the case of a pass-through entity, recommendation that such a proceeding be initiated by the Council); withholding of further awards for the project or program; or enforcement of other remedies that may be legally available. *See also* 2 C.F.R. §§ 200.339 through 200.342.

.07 Prohibition against Assignment by the Non-Federal Entity

The non-Federal entity shall not transfer, pledge, hypothecate, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, including without limitation any bank, trust company or other financing or financial institution, without the express written approval of the Grants Officer.

.08 Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the non-Federal entity or third persons for any actions of the non-Federal entity or third persons resulting in death, bodily injury, personal or property damage, or any other damage, loss or liability in connection with or resulting in any way from the performance of this award or any subaward or subcontract under this award.
- b. Acceptance of this award by the non-Federal entity does not in any way establish or constitute an agency relationship between the United States and the non-Federal entity.

C. FINANCIAL REQUIREMENTS

.01 Financial Reports

- a. In accordance with 2 C.F.R. § 200.327, the recipient shall submit a “Federal Financial Report” (Form SF-425 or any successor form, or another format as required by the Council) on a semi-annual basis. Semi-annual reporting periods will be specified in the grant award for either the periods ending March 31 and September 30, or any portion thereof, or June 30 and December 31, or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final Form SF-425 shall be submitted within 90 days after the expiration of the project period.
- b. The report should be submitted to the Grants Officer electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies), in accordance with the award conditions.

- c. The recipient must report to the Council at the conclusion of the grant period, or other period specified by the Council, on the use of funds pursuant to the award in accordance with the requirements in 31 C.F.R. § 34.803(e).
- d. The recipient must forecast cash requirements/draws semi-annually, for the periods October 1 to March 31 and April 1 to September 30, throughout the life of the grant. Forecasted cash requirements must be updated with the submission of each “Federal Financial Report.”

.02 Financial Management

- a. In accordance with 2 C.F.R. § 200.302(a), each State, including a state’s administrative agents and the Gulf Consortium of Florida counties, must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state’s own funds. In addition, the state’s and other non-Federal entities’ financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions – including preparation of accurate, current and complete SF-425, Performance (Technical) Report, reporting on subawards, and any additional reports required by any additional award conditions. The financial management system also must be sufficient to trace funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations – including without limitation the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Council and Treasury RESTORE Act regulations – and the terms and conditions of the Federal award. *See also* 2 C.F.R. § 200.450 “Lobbying.”
- b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b) and maintain detailed records sufficient to account for the receipt, obligation and expenditure of grant funds in accordance with the requirements in 31 C.F.R. § 34.803(b). *See also* 2 C.F.R. §§ 200.333 “Retention requirements for records”; 200.334 “Requests for transfer of records”; 200.335 “Methods for collection, transmission and storage of information”; 200.336 “Access to records”; and 200.337 “Restrictions on public access to records.” Specifically, the financial management system must provide for:
 - 1. Identification and tracking of all Council awards received and expended by the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any;
 - 2. Records that adequately identify the source and application of all funds for Federally-funded activities, including information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation; and
 - 3. Effective control over, and accountability for, all Federal funds, and all property and assets acquired with Federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
- c. The recipient must establish written procedures to implement the requirements set forth in Subsection, C.03 “Award Payments,” below, as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E “Cost Principles,” and the terms and conditions of this award.

.03 Award Payments

- a. The reimbursement method of payment will be used under this award, unless otherwise specified in a special award condition. The Grants Officer will determine the appropriate method of payment. Payments are made through electronic funds transfers directly to the non-Federal entity's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3701 *et. seq.*) and the Cash Management Improvement Act (31 U.S.C. § 6501 *et. seq.*).
 1. Consistent with 2 C.F.R. § 200.305(a), for States, payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and Treasury Financial Manual Volume I, 4A-2000 "Overall Disbursing Rules for All Federal Agencies."
 2. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.
- b. The Council Award Number must be included on all payment-related correspondence, information, and forms.
- c. Unless otherwise provided for in the award terms, payments under this award will be made using the Department of Treasury's Automated Standard Application for Payment ([ASAP](#))² system. Under the ASAP system, payments will be made through preauthorized electronic funds transfers in accordance with the requirements of the Debt Collection Improvement Act of 1996. Awards paid under the ASAP system will contain a special award condition, clause or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system. Recipients enrolled in the ASAP system are not required to submit a "Request for Advance or Reimbursement" (Form SF-270 or successor form), in order to receive payments relating to their award. Pre-approval prior to requesting payments may be required for recipients that are determined by the Council to be in a high risk category or noncompliant (*see* 2 C.F.R. § 200.205 "Federal awarding agency review of risk posed by applicants," and *see* section M "Remedies for Noncompliance" below).
 1. In order to receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which enables them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts.
 2. The following information will be required to make withdrawals under ASAP: (i) ASAP account number, i.e., the Federal award number found on the cover sheet of the award; (ii) Agency Location Code (ALC); and (iii) Region Code.
- d. When expressly allowed through a special award condition, advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs, but in no event shall advances exceed the amount of cash required for a 30-day period. Funds advanced but not disbursed in a timely manner and any accrued interest thereon must be promptly returned to the Council. The Grants Officer may periodically request documentation from the non-Federal entity verifying that the elapsed time between the transfer of funds and disbursement has been minimized. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize time elapsing

² Department of Treasury's Automated Standard Application for Payment (ASAP) system - https://www.fiscal.treasury.gov/fsservices/gov/pmt/asap/asap_home.htm, verified on 8/18/2015.

between transfer of funds and disbursement or if the non-Federal entity otherwise fails to continue to qualify for the advance payment method, the Grants Officer may change the method of payment to reimbursement only.

- e. Where the use of an alternative system other than ASAP is provided for in the award terms, requests for payment will be submitted to the Grants Officer.
 - 1. Form SF-3881, “ACH Vendor/Miscellaneous Payment Enrollment Form,” must be completed before the first award payment can be made via the “Request for Advance or Reimbursement” (Form SF-270) request.
 - 2. When advance payment is expressly allowed for by special award condition, the non-Federal entity must submit the request no more frequently than monthly, and advances will be approved for periods to cover only expenses anticipated over the following 30 days. The non-Federal entity must complete the “ACH Vendor Miscellaneous Payment Enrollment Form” (Form SF-3881 or successor form), and Form SF-270, and submit those forms to the Grants Officer.

.04 Federal and Non-Federal Sharing

- a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs are greater than the total approved budget, the Federal share shall not exceed the total Federal dollar amount authorized by the award.
- b. The non-Federal share, whether in cash or in-kind, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case the non-Federal entity must meet its cost share commitment over the life of the award. The non-Federal entity must create and maintain sufficient records sufficient to justify all non-Federal sharing requirements and to facilitate questions and audits. See Section I “Audits” below for audit requirements, and see 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.05 Program Income

- a. Non-Federal entities are encouraged to earn income to defray program costs where appropriate. Any program income shall be earned and applied consistent with the requirements of 2 C.F.R. § 200.307.
- b. The recipient must maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds including the tracking of program income. Program income must be included in the non-Federal entity’s approved budget and tracked in accordance with the requirements in 31 C.F.R. § 34.803(b).
- c. All program income must be documented in the Federal financial report submitted to the Council for the period in which the income was earned.

.06 Budget Changes and Transfer of Funds among Categories

- a. Requests for changes to the approved budget must be made in accordance with 2 C.F.R. § 200.308 “Revision of budget and program plans” and submitted in writing to the Grants Officer who will make the final determination on such requests and notify the non-Federal entity in writing thereof.
 1. Construction Awards. For construction Federal awards, the non-Federal entity must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:
 - i. The revision results from changes in the scope or the objective of the project or program;
 - ii. The need arises for additional Federal funds to complete the project; or
 - iii. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in 2 C.F.R. part 200, Subpart E—“Cost Principles.”
 2. Non-Construction Awards. For non-construction Federal awards, recipients must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:
 - i. Change in the scope or the objective of the project or program;
 - ii. Change in a key person specified in the application or the Federal award;
 - iii. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator;
 - iv. The inclusion, unless waived by the Council, of costs that require prior approval in accordance with 2 C.F.R. part 200 Subpart E—“Cost Principles” or 45 C.F.R. Part 75 Appendix IX “Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals,” or 48 C.F.R. Part 31 “Contract Cost Principles and Procedures,” as applicable;
 - v. The transfer of funds budgeted for participant support costs as defined in 2 C.F.R. § 200.75 “Participant support costs to other categories of expense”;
 - vi. The subawarding, transferring or contracting out of any work under a Federal award unless (a) described in the application and funded in the approved Federal award, or (b) applicable to the acquisition of supplies, material, equipment or general support services only; or
 - vii. Changes in the amount of approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB. *See also* 2 C.F.R. §§ 200.102 “Exceptions” and 200.407 “Prior written approval.”
 3. Both Construction and Non-Construction Activities in Award. If a single award provides support for construction and non-construction work, the recipient must request prior written approval from the Grants Officer before making any fund or budget transfers between the two types of work supported.
- b. In accordance with 2 C.F.R. § 200.308(e), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is the Simplified Acquisition Threshold (\$150,000 as of 12/26/2013) or less. For awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold, the recipient must request prior written approval from the Grants Officer for transfers of funds among direct cost categories when the

cumulative amount of such direct cost transfers exceeds ten percent of the total budget³ as last approved by the Grants Officer. The 10% threshold applies to the total Federal funds authorized by the Grants Officer at the time of the transfer request. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without the prior written approval of the Grants Officer. No transfer that enables any Federal appropriation, or part thereof, to be used for an unauthorized purpose will be permitted. The foregoing provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

- c. The recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa without the prior written approval of the Grants Officer.

.07 Indirect (Facilities and Administrative [F&A]) Costs

- a. Indirect (facilities and administrative [F&A]) costs will not be allowable charges against an award unless permitted under the award, specifically included as a line item in the award's approved budget and consistent with 2 C.F.R. §§ 200.414 "Indirect (F&A) costs" and Subpart E "Cost Principles."
- b. Indirect costs of recipients are subject to the three percent (3%) cap on administrative expenses stated in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204. The three percent cap on administrative expenses applies only to recipients and does not flow down to subrecipients.
- c. Excess indirect costs may not be used to offset unallowable direct costs.
- d. Indirect costs charged must be consistent with the indirect cost rate agreement negotiated between the non-Federal entity and its cognizant agency (defined as the Federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, *see* 2 C.F.R. § 200.19) and must be included in the recipient's budget. The Council will accept approved indirect cost rates unless otherwise authorized by a Federal statute or regulation, or requirements at 2 C.F.R. § 200.414(c) are met.
 - 1. If indirect costs are permitted and the non-Federal entity wishes to include indirect costs in its budget, but the non-Federal entity has not previously established an indirect cost rate with a Federal agency, the requirements for determining the relevant cognizant agency and developing and submitting indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III – VII to 2 C.F.R. Part 200 as follows:
 - o Appendix III to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);
 - o Appendix IV to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;
 - o Appendix V to 2 C.F.R. Part 200 – State/Local Governmentwide Central Service Cost Allocation Plans;

³ The cumulative amount of direct cost transfers is calculated by summing the negative variances between the approved and proposed budgets. Variance is calculated by subtracting the proposed budget amount for each cost category from the approved budget amount for the category. Only variances less than zero are totaled. The cumulative negative variance is then divided by the total grant award budget to determine the percentage transferred, i.e., cumulative % of transfer(s) = $\{[\Sigma (\text{negative variances})] / \text{total award budget}\} \times 100$.

- o Appendix VI to 2 C.F.R. Part 200 – Public Assistance Cost Allocation Plans; and
- o Appendix VII to 2 C.F.R. Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.

The cognizant agency for governmental units or agencies not specifically identified by OMB will be determined based on the Federal agency providing the largest amount of Federal funds. *See* 2 C.F.R. §200.416 “Cost allocation plans and indirect cost proposals.” When the Council is not the oversight or cognizant Federal agency, the non-Federal entity shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.

2. For those organizations for which the Council is cognizant or has oversight, the Council or its designee will either negotiate a fixed rate with carry-forward provisions for the non-Federal entity or, in some instances, will limit its review to evaluating the procedures described in the non-Federal entity’s cost allocation plan. Indirect cost rates and cost allocation methodology reviews are subject to future audits to determine actual indirect costs.
3. Within 90 days after the award start date, the non-Federal entity shall submit to the address listed below documentation (indirect cost proposal, cost allocation plan, etc.) necessary to perform the review. The non-Federal entity shall provide the Grants Officer with a copy of the transmittal letter.

Gulf Coast Ecosystem Restoration Council Office
Attn: Senior Grants Management Officer
500 Poydras Street, Suite 1117
New Orleans, LA 70130

If the non-Federal entity fails to submit the required documentation to the Council within 90 days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the Council, oversight or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the non-Federal entity’s delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

4. The non-Federal entity may use the fixed rate proposed in the indirect cost plan until such time as the Council provides a response to the submitted plan. Actual indirect costs must be calculated annually and adjustments made through the carry-forward provision used in calculating the following year’s rate. This calculation of actual indirect costs and the carry-forward provision is subject to audit. Indirect cost rate proposals must be submitted annually. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each of the recipients’ fiscal years.
- e. The maximum dollar amount of allocable indirect costs for which the Council will reimburse the non-Federal entity shall be the lesser of:
1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or
 2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by a cognizant or oversight Federal Agency for indirect costs and applicable to the period in which the cost was incurred, provided that the rate is approved in writing on or before

the award end date, subject to the three percent (3%) cap on administrative expenses provided in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204.

- f. In addition, a non-Federal entity that is a State, local government, Indian tribe, institution of higher education, or nonprofit organization and has never received a negotiated indirect cost rate may elect to charge a *de minimis* rate of 10% of modified total direct costs. *See also* 2 C.F.R. § 200.414(f).

.08 Incurring Costs or Obligating Federal Funds Outside of the Period of Performance

- a. The non-Federal entity shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance, i.e., the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. *See* 2 C.F.R. §§ 200.77 and 200.309.
 - 1. The Council or pass-through entity must include start and end dates of the period of performance in the Federal award.
 - 2. All activities supported through an award must occur and be completed during the approved period of performance, whether funded directly or through a subaward or subcontract, and all obligated costs must be liquidated within 90 days following the end date of the period of performance.
 - 3. The only costs which may be authorized for a period of not to exceed 90 days following the end of the project period are those solely associated with close-out activities. Close-out activities are limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer. The Grants Officer may approve extensions of the 90-day closeout period upon a request by the non-Federal entity as provided in 2 C.F.R. § 200.343.
- b. Unless otherwise authorized in 2 C.F.R. § 200.343 or a special award condition, any extension of the project period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from anyone other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the end of the project period.
- c. Pre-Award Costs. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Grants Officer. The recipient must use funds obligated and disbursed under the award only during the period of performance specified in the award document. *See* 2 C.F.R. § 200.458.
- d. The Council has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the project period is at the sole discretion of the Council.

.09 Tax Refunds

Refunds of Federal Insurance Contributions Act (FICA) (26 U.S.C. §§ 3101-3128) or Federal Unemployment Tax Act (FUTA) (26 U.S.C. §§ 3301-3311) taxes received by the non-Federal entity

during or after the period of performance must be refunded or credited to the Council whenever the benefits were financed with Federal funds under the award. The non-Federal entity shall contact the Grants Officer immediately upon receipt of these refunds. The non-Federal entity shall in addition refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the period of performance ends.

D. INTERNAL CONTROLS

Consistent with 2 C.F.R. § 200.303, each non-Federal entity:

- a. Must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls must be in compliance with guidance in “[Standards for Internal Control in the Federal Government](#)”⁴ issued by the Comptroller General of the United States or the “[Internal Control Integrated Framework](#),”⁵ issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- b. Must comply with Federal statutes, regulations, and the terms and conditions of the Federal award.
- c. Must evaluate and monitor the non-Federal entity’s compliance with statute, regulations and the terms and conditions of Federal award.
- d. Must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- e. Must take reasonable measures to safeguard protected personally identifiable information and other information the Council or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

E. PROPERTY STANDARDS

.01 Standards

The non-Federal entity must comply with the property standards as stipulated in 2 C.F.R. §§ 200.310 to 200.316.

.02 Insurance coverage

Recipients must provide insurance coverage for real property and equipment acquired or improved with Federal funds equivalent to that provided for property owned by the non-Federal entity. Federally-owned

⁴ “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States - <http://www.gao.gov/assets/80/76455.pdf>, verified on 8/18/2015.

⁵ “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), Executive Summary - <http://www.coso.org/documents/Internal%20Control-Integrated%20Framework.pdf>, verified on 8/18/2015.

property need not be insured unless required by the terms and conditions of the Federal award. *See* 2 C.F.R. § 200.310.

.03 Real Property

- a. Real property or an interest in real property may not be acquired under an award without prior written approval of the Grants Officer.
- b. Title of real property. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.
- c. Use. Except as otherwise provided by Federal statutes or by the Council, real property must be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or any other interest therein.
- d. Willing Sellers. Land or interest in land may only be acquired by purchase, exchange or donation from a willing seller in accordance with the requirements in 31 C.F.R. § 34.803(f).
- e. Federal Acquisitions. Funds may not be used to acquire land in fee title by the Federal Government unless the exceptions in 31 C.F.R. § 34.803(g) are met.
- f. Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Council or pass-through entity. The instructions will provide that the non-Federal entity do one of the following:
 - 1. Retain title after compensating the Council. The amount paid to Council will be computed by applying the Council's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, if the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
 - 2. Sell the property and compensate the Council. The amount due to the Council will be calculated by applying the Council's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, it must utilize sales procedures that provide for competition to the extent practicable and result in the highest possible return.
 - 3. Transfer title to the Council or to a third party designated or approved by the Council. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.
- g. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of tangible personal property or of real property acquired or improved, in whole or in part, under a Council financial assistance award. The Grants Officer may also require the non-Federal entity to

submit Form SF-428 and/or Form SF-429, or successor forms, in connection with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to tangible personal property or to real property acquired or improved, in whole or in part, under a Council financial assistance award.

.04 Federally-owned and Exempt Federally-owned Property

- a. Title to Federally-owned property⁶ remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of Federally-owned property in its custody to the Grants Officer. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Grants Officer for further Council utilization. If the Council has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Council has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. § 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Council will issue appropriate instructions to the non-Federal entity. The Council may exercise this option when statutory authority exists.
- b. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt Federally-owned property acquired under the Federal award remains with the Federal government.
- c. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of Federally-owned property that is in the non-Federal entity's custody pursuant to a Council financial assistance award or with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to Federally-owned property.

.05 Equipment

- a. Recipients must comply with the equipment standards provided in 2 C.F.R. §§ 200.313 "Equipment" and 200.439 "Equipment and other capital expenditures."
- b. American-Made Equipment and Products. Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.
- c. Use, management, and disposition of equipment acquired.
 - 1. For recipients that are States: The recipient must use, manage and dispose of equipment acquired under this award in accordance with state laws and procedures.
 - 2. For recipients that are not States: Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program

⁶ Federally-owned property as defined in 2 C.F.R. § 200.312 means property acquired under a Federal award where the title vests with the Federal government. Exempt Federally-owned property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the non-Federal entity without further obligation to the Federal Government, based upon the explicit terms and conditions of the Federal award.

continues to be supported by the Federal award. Before disposing of equipment during the period of performance, the recipient must seek disposition instructions from the Grants Officer for equipment acquired under this award if the current fair market value of the equipment is greater than \$5,000 per unit. Disposition instructions must be requested by submitting a completed “Tangible Personal Property Report” (SF-428 or any successor form) and the “Disposition Request/Report” (SF-428-C or any successor form). In addition, not later than 60 days after the end of the period of performance, the recipient must submit to the Grants Officer a completed SF-428 and “Final Report Form” (SF-428-B or any successor form) if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit.

.06 Supplies

- a. Title to supplies vests in the non-Federal entity upon acquisition. If residual inventory of unused supplies exceeds \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, then the non-Federal entity may retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment as prescribed in 2 C.F.R. § 200.313 “Equipment”; *see* 200.313(e)(2) for the calculation methodology. *See also* 2 C.F.R. § 200.453 “Materials and supplies costs, including costs of computing devices.” The recipient must report the value and the retention or sale of such supplies by submitting to the Grants Officer a completed “Tangible Personal Property Report” (SF-428 or any successor form) and “Final Report Form” (SF-428-B or any successor form) no later than 60 days after the end of the period of performance.
- b. As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

.07 Intangible Property

- a. Title to intangible⁷ property acquired under a Federal award vests upon acquisition in the non-Federal entity.
- b. The non-Federal entity must use intangible property for the originally-authorized purpose, and must not encumber the property without the prior written approval of the Council. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e).
- c. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Council reserves a royalty-free, perpetual, nonexclusive and irrevocable license to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for Federal purposes.

⁷ Intangible property as defined by 2 C.F.R. § 200.59 means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

- d. The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”
- e. The Federal government has the right, perpetually throughout the world in all media now known or hereafter devised, to:
 - 1. Obtain, reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the data produced under a Federal award; and
 - 2. Authorize others to do so for Federal purposes.
- f. Freedom of Information Act (FOIA). Pursuant to 2 C.F.R. § 200.315(e), in response to a FOIA request for research data relating to published research findings⁸ produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Council will request, and the non-Federal entity must provide, within a reasonable time, the research data⁹ so that such data can be made available to the public through the procedures established under the FOIA. If the Council obtains the research data solely in response to a FOIA request, the Council may charge the requester a reasonable fee equal to the full incremental cost of obtaining the research data that reflects the costs incurred by the Council and the non-Federal entity. Pursuant to 5 U.S.C. § 552(a)(4)(A), this fee is in addition to any fees the Council may assess under the FOIA.

.08 Property Trust Relationship

Real property, equipment and intangible property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Council may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

F. PROCUREMENT STANDARDS

Pursuant to 2 C.F.R. § 200.317, when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The

⁸ Published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) means findings are published in a peer-reviewed scientific or technical journal; or a Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. Used by the Federal government in developing an “agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

⁹ As defined by 2 C.F.R. § 200.315(e)(3), research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include: trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

State will comply with 2 C.F.R. § 200.322 “Procurement of recovered materials,” and the State must ensure that every purchase order or other contract includes any clauses required by section 2 C.F.R. § 200.326 “Contract provisions.” All other non-Federal entities, including subrecipients of a State, will follow the requirements of 2 C.F.R. §§ 200.318 “General procurement standards” through 200.326 “Contract provisions.”

- a. For recipients that are States: When executing procurement actions under the award, the recipient must follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 “Contract Provisions for Non-Federal Entity Contracts under Federal Awards,” as well as any other provisions required by law or regulations.
- b. For recipients that are not States: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, 200.324, and 200.325. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 “Contract Provisions for Non-Federal Entity Contracts under Federal Awards.”

G. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The non-Federal entity shall comply with the non-discrimination requirements below:

.01 Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibits discrimination on the basis of sex under Federally assisted education programs or activities;
- c. The Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 *et seq.*) prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- e. Revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286) which adopted new enforceable accessibility standards called the “2010 ADA

Standards for Accessible Design” (2010 Standards). All new construction and alteration projects shall comply with the 2010 Standards.

- f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- g. Any other applicable non-discrimination law(s).

.02 Other Provisions

- a. Parts II and III of EO 11246, “Equal Employment Opportunity,” (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and EO 12086 (43 FR 46501, 1978), requiring Federally-assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency,” requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.
- c. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. The following provision implements that law:

In accordance with 41 U.S.C. § 4712, an employee of a non-Federal entity or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

1. A Member of Congress or a representative of a committee of Congress.
2. An Inspector General.
3. The Government Accountability Office.
4. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
5. An authorized official of the Department of Justice or other law enforcement agency.
6. A court or grand jury.
7. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.03 Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

H. RECORDS RETENTION

- a. The recipient must retain all records pertinent to this award for a period of no less than three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:
 1. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms (if applicable), all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
 2. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms (if applicable);
 3. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients (if applicable);
 4. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this award;
 5. All supporting documentation for the performance outcome and other information reported on the recipient's Financial Reports and Performance (Technical) Reports; and
 6. Any reports, publications, and data sets from any research conducted under this award.
- b. If any litigation, claim, investigation, or audit relating to this award or an activity funded with award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

I. AUDITS

- a. Under the Government Accounting Office's authorities (5 U.S.C. § 701 et seq.) and the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, § 1 *et seq.*, an audit of the award may be conducted at any time. The Treasury Office of Inspector General (OIG), Government Accounting Office (GAO) and the Council are authorized to audit Council awards. See Section 1608 of the RESTORE Act; and see 31 C.F.R. §§ 34.205, 34.406, 34.508 and 34.805.
- b. The Treasury OIG (as specified in the RESTORE Act), or any of his or her duly authorized representatives, the GAO and the Council shall have timely and unrestricted access to any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.
- c. If the Treasury OIG requires a program audit on a Council award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with the Council, or any other Federal, state, or local audit entity.
- d. The Treasury OIG, the GAO, and the Council shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this award.

.01 Organization-Wide, Program-Specific, and Project Audits

- a. Organization-wide or program-specific audits must be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 C.F.R. part 200, Subpart F, "Audit Requirements." Recipients that are subject to the provisions of 2 C.F.R. part 200, Subpart F and that expend \$750,000 or more in a year in Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 C.F.R. part 200, Subpart F. A copy of the audit shall be submitted to the Bureau of the Census, which has been designated by OMB as a central clearinghouse, by electronic submission to the Federal Audit Clearinghouse [website](http://harvester.census.gov/sac/).¹⁰ If it is necessary to submit by paper, the address for submission is:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

- b. Except for the provisions for biennial audits provided in paragraphs (1) and (2) of this section, audits required must be performed annually. Any biennial audit must cover both years within the biennial period.
 1. A State, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

¹⁰ Federal Audit Clearinghouse website - <http://harvester.census.gov/sac/>, verified on 6/5/2015.

2. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.
- c. Council programs may have specific audit guidelines that will be incorporated into the award. When the Council does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in 2 C.F.R. § 200.507. The non-Federal entity may include a line item in the budget for the cost of the audit for approval. A copy of the program-specific audit shall be submitted to the Grants Officer and to the OIG at OIGCounsel@oig.treas.gov or if e-mail is unavailable, submission to the OIG can be made at the following address:

Treasury Office of Inspector General
1500 Pennsylvania Ave. NW
Washington, DC 20220

.02 Audit Resolution Process

- a. An audit of the award may result in the disallowance of costs incurred by the non-Federal entity and the establishment of a debt (account receivable) due the Council. For this reason, the non-Federal entity should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.
- b. A non-Federal entity whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:
 1. Unless the Inspector General determines otherwise, the non-Federal entity has 30 days after the date of the transmittal of the draft audit report to submit written comments and documentary evidence.
 2. The non-Federal entity has 30 days after the date of the transmittal of the final audit report to submit written comments and documentary evidence. There will be no extension of this deadline.
 3. The Council will review the documentary evidence submitted by the non-Federal entity and notify the non-Federal entity of the results in an *Audit Resolution Determination Letter*. The non-Federal entity has 30 days after the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the non-Federal entity to submit written comments and documentary evidence that dispute the validity of the audit resolution determination.
 4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on the debt. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.
 5. The Council will review the non-Federal entity's appeal and notify the non-Federal entity of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, the Council will not accept any further documentary evidence from the non-Federal entity. No other administrative appeals to the Council are available.

J. DEBTS

.01 Payment of Debts Owed the Federal Government

- a. The non-Federal entity must promptly pay any debts determined to be owed the Federal Government. Council debt collection procedures are set out in 2 C.F.R. part 200, Subpart D. In accordance with 2 C.F.R. § 200.345, delinquent debt includes any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award, constituting a debt to the Federal government (this includes a post-delinquency payment agreement) unless other satisfactory payment arrangements have been made. In accordance with 2 C.F.R. § 200.345, failure to pay a debt by the due date, or if there is no due date, within 90 calendar days after demand, shall result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. parts 900 through 999. The Council will transfer any debt that is more than 180 days delinquent to the Bureau of the Fiscal Service for debt collection services, a process known as “cross-servicing,” pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12 and any Council regulations and policies promulgated pursuant to its authority, and may result in the Council taking further action as specified in Section B.06 “Non-Compliance With Award Provisions” Above. Funds for payment of a debt shall not come from other Federally-sponsored programs. Verification that other Federal funds have not been used will be made (e.g., during on-site visits and audits).
- b. If a non-Federal entity fails to repay a debt within 90 calendar days after the demand, the Council may reduce the debt by: (1) Making an administrative offset against other requests for reimbursements; (2) Withholding advance payments otherwise due to the non-Federal entity; or (3) Other action permitted by Federal statute. *See* 2 C.F.R. § 200.345(a).

.02 Late Payment Charges

- a. Interest shall be assessed on the delinquent debt in accordance with section 3717(a) of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3701 *et seq.*). The minimum annual interest rate to be assessed is the [Department of the Treasury’s Current Value of Funds Rate \(CVFR\)](#).¹¹ The CVFR is published by the Department of the Treasury in the [Federal Register](#)¹² and in the [Treasury Financial Manual Bulletin](#).¹³ The assessed rate shall remain fixed for the duration of the indebtedness.
- b. Penalties shall accrue at a rate of not more than six percent (6%) per year or such higher rate as authorized by law.
- c. Administrative charges, that is, the costs of processing and handling a delinquent debt, are determined by the Council.

¹¹ Department of the Treasury’s Current Value of Funds Rate (CVFR) webpage - https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm, verified 8/18/2015.

¹² Federal Register website - <http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR> and <http://www.federalregister.gov/>, verified 8/18/2015.

¹³ Treasury Financial Manual Bulletin website - <http://tfm.fiscal.treasury.gov/v1/bull.html>, verified 8/18/2015.

.03 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the Council a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

K. GOVERNMENTWIDE DEBARMENT AND SUSPENSION

The non-Federal entity shall comply with the provisions of 2 C.F.R. Part 180, "OMB Guidelines To Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

L. LOBBYING RESTRICTIONS

.01 Statutory Provisions

The non-Federal entity shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352, the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with any Council regulations and policies promulgated pursuant to its authority. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying. Executive lobbying costs, i.e., costs incurred in attempting to improperly influence¹⁴ either directly or indirectly an employee or officer of the executive branch of the Federal government to give consideration or to act regarding a Federal award or a regulatory matter, are unallowable costs. See 2 C.F.R. § 200.450(b) and (c).

.02 Disclosure of Lobbying Activities

The non-Federal entity receiving in excess of \$100,000 in Federal funding shall submit a completed Form SF-LLL or any successor form, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer. See 31 U.S.C. § 1352.

¹⁴ To improperly influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter.

M. REMEDIES FOR NONCOMPLIANCE

- a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Council or pass-through entity may impose additional conditions, as described in 2 C.F.R. § 200.207 “Specific conditions” (e.g., requiring additional reporting or more frequent submission of the Financial or Performance (Technical) Reports; requiring additional activity, project, or program monitoring; requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; or establishing additional actions that require prior approval). If the Council or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, pursuant to 2 C.F.R. § 200.338, the Council or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Council or pass-through entity.
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 3. Wholly or partly suspend or terminate the Federal award.
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Council regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by the Council).
 5. Withhold further Federal awards for the project or program.
 6. Take other remedies that may be legally available.

The Council will notify the recipient in writing of the Council’s proposed determination that an instance of non-compliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that the Council proposes to pursue. The recipient will then have 30 calendar days to respond and provide information and documentation contesting the Council’s proposed determination or suggesting an alternative remedy. The Council will consider information provided by the recipient and issue a final determination in writing, which will state the Council’s final findings regarding noncompliance and the remedy to be imposed.

- b. RESTORE Act-Specific Remedy for Non-compliance
1. If the Council determines that the recipient has expended funds to cover the cost of any ineligible activities, in addition to the remedies available in this section, the Council, in coordination with the U.S. Department of Treasury (“Treasury”), will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs under any other RESTORE Act Component until the recipient has either (a) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (b) the Council, in coordination with Treasury, has authorized the recipient to expend an equal amount from the recipient’s own funds for an activity that meets the requirements of the RESTORE Act. *See* 33 U.S.C. § 1321(t)(1)(G) and (H), and *see* 31 C.F.R. § 34.804 “Noncompliance.”

2. If the Council determines that the recipient has materially violated the terms of the award, the Council, in coordination with Treasury, will make no additional funds available to the recipient from any part of the RESTORE Trust Fund until the recipient corrects the violation.
 - c. In extraordinary circumstances, the Council may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest the Council's determination or suggest an alternative remedy in writing to the Council, and the Council will issue a final determination.
 - d. Instead of, or in addition to, the remedies listed above, the Council may refer the noncompliance to the Treasury OIG for investigation or audit, pursuant to 31 C.F.R. § 34.805 "Treasury Inspector General." The Council will refer all allegations of fraud, waste, or abuse to the Treasury OIG.
 - e. Termination. In accordance with 2 C.F.R. § 200.339, when a Federal award is terminated or partially terminated, both the Council or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.343 "Closeout" and 200.344 "Post-closeout adjustments and continuing responsibilities."
1. The Federal award may be terminated in whole or in part as follows:
 - i. By the Council or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - ii. By the Council or pass-through entity for cause;
 - iii. By the Council or pass-through entity with the consent of the non-Federal entity, in which case the two parties will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - iv. By the non-Federal entity upon sending to the Council or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Council or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Council or pass-through entity may terminate the Federal award in its entirety.
 2. The Council or pass-through entity is required to provide a notice of termination to the non-federal entity, pursuant to 2 C.F.R. § 200.340:
 - i. If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
 - ii. Upon termination of a Federal award, the Council will provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. part 77. See also 2 C.F.R. part 180 for the requirements for Suspension and Debarment.

N. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS

.01 Code of Conduct for Recipients

- a. The non-Federal entity must immediately report any indication of fraud, waste, abuse or potential criminal activity pertaining to grant funds to the Council, Treasury and the Treasury Inspector General in accordance with the requirements in 31 C.F.R. § 34.803(a).
- b. Pursuant to the certification in Form SF-424B, paragraph 3, or equivalent, the non-Federal entity must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of this award.
- c. Non-Federal entities must comply with the requirements of 2 C.F.R. § 200.318 “General procurement standards,” including maintaining written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the non-Federal entity must neither solicit nor accept any gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set written standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

.02 Applicability of Award Provisions to Subrecipients

- a. The non-Federal entity shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable cost principles, administrative provisions, audit requirements, and all associated terms and conditions. *See* 2 C.F.R. part 200, Subpart D, “Subrecipient Monitoring and Management” *and see* 2 C.F.R. § 200.101(b)(1). Additionally, the non-Federal entity must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200, including evaluating and documenting a subrecipient’s risk of noncompliance; providing training and technical assistance necessary to complete the subaward activities; monitoring the performance of the subrecipient; and taking any necessary enforcement actions against a noncompliant subrecipient. *See* 2 C.F.R. § 200.331 “Requirements for pass through entities.”
- b. Prior to dispersing funds to a subrecipient, the recipient must execute a legally-binding written agreement with the entity receiving the subaward in accordance with the requirements in 31 C.F.R. § 34.803(c). The written agreement shall extend all applicable program requirements to the subrecipient. The written agreement must include a requirement that the contractor or subrecipient retain all records in compliance with 2 C.F.R. § 200.333.
- c. A non-Federal entity is responsible for subrecipient monitoring, including the following:

1. Federal Award Identification. The non-Federal entity must ensure that each subaward includes the following information and applicable compliance requirements at the time of the subaward. If any of these data elements change, the pass through entity must include the changes in a subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.
 - i. Subrecipient name (which must match the registered name in DUNS);
 - ii. Subrecipient's DUNS number (*see* 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number");
 - iii. Federal Award Identification Number (FAIN);
 - iv. Federal Award Date (*see* 2 C.F.R. § 200.39 "Federal award date");
 - v. Subaward Period of Performance Start and End Date;
 - vi. Amount of Federal Funds Obligated by this action;
 - vii. Total Amount of Federal Funds Obligated to the subrecipient;
 - viii. Total Amount of the Federal Award;
 - ix. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - x. Name of Federal awarding agency, pass-through entity and contact information for awarding official;
 - xi. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - xii. Identification of whether the award is for research and development (R&D); and
 - xiii. Indirect cost rate for the Federal award (including whether the *de minimis* rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs").
2. Award Monitoring. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure that compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. *See* 2 C.F.R. §§ 200.328 "Monitoring and reporting program performance," and 200.331 "Requirements for pass-through entities." The non-Federal entity shall monitor activities of the subrecipient through reporting, site visits, regular contact, or other means, as necessary to ensure that the subaward is used solely for authorized purposes, in compliance with Federal statutes, regulations and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - i. Reviewing financial and programmatic reports required by the pass-through entity.
 - ii. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - iii. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 C.F.R. § 200.521 "Management decision."
3. Subrecipient Audits. The non-Federal entity is responsible for ensuring that subrecipients expending \$750,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of 2 C.F.R. part 200, Subpart F, "Audit Requirements," and that the required audits are completed within nine (9) months after the end of the subrecipient's audit period. In addition, the non-Federal entity is required to issue a management decision on audit findings within six (6) months after receipt of the subrecipient's audit report, and to ensure that the

subrecipient takes timely and appropriate corrective action on all audit findings. Pursuant to 2 C.F.R. § 200.505, in cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in 2 C.F.R. § 200.338 “Remedies for noncompliance.”

.03 Competition and Codes of Conduct for Subawards

- a. Unless otherwise approved in writing in advance by the Grants Officer, all subawards will be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with the requirements of 2 C.F.R. §§ 200.317 through 200.326 “Procurement Standards.” The non-Federal entity must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subawards.
- b. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.
- c. If the non-Federal entity has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest, wherein relationships with a parent company, affiliate or subsidiary organization cause the non-Federal entity to be or appear to be unable to be impartial in conducting a procurement action involving such related organization.
- d. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It may also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts

- a. The non-Federal entity shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

- b. Pursuant to 2 C.F.R. Appendix II to part 200, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,” and in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
 1. Contracts for more than the Simplified Acquisition Threshold (\$150,000 as of 12-26-2013), 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.
 2. 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.
 3. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with EO 11246, “Equal Employment Opportunity” (30 F.R. 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 4. Davis-Bacon Act. 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 C.F.R. 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 Council. 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 C.F.R. 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-Federal entity must report all suspected or reported violations to the Council.

5. 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 C.F.R. 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.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity or subrecipient must comply with the requirements of 37 C.F.R. 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.
7. 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 (42 U.S.C. § 6201).
8. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (*see* 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in [SAM](#)¹⁵ contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification, a “Disclosure of Lobbying Activities” (Form SF-LLL or successor form). 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

¹⁵ System for Award Management (SAM) website - <https://www.sam.gov>, verified 8/18/2015.

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 Federal award recipient. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.

10. Procurement of recovered materials (section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act). A state agency or agency of a political subdivision of a State and its contractors must comply with requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. 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 by 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.
 11. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. Non-Federal entities and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce. *See* section G.02 (c) of this document.
- c. The recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to the Council, the Treasury OIG, and the GAO any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
 - d. The recipient and any subrecipients, contractors, or subcontractors must comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as applicable, which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
 - e. When contracting, the non-Federal entity must take all necessary affirmative steps, as prescribed in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

.05 Subaward and/or Contract to a Federal Agency

- a. The non-Federal entity, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the Council and/or other

Federal department, agency, or instrumentality without the prior written approval of the Grants Officer.

- b. Requests for approval of such action must be submitted in writing to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing of the final determination.

O. AMENDMENTS AND CLOSEOUT

- a. Amendments to an award must be requested in writing and require the written approval of the Grants Officer. The recipient must provide an explanation for the reason an amendment is requested. The Council reserves the right to amend the terms of the award when required by law or regulation.
- b. The non-Federal entity must comply with the closeout requirements as stipulated in 2 C.F.R. § 200.343. Closeout of the award does not affect any of the post-closeout adjustments and continuing responsibilities under 2 C.F.R. § 200.344.

P. ENVIRONMENTAL COMPLIANCE

Environmental impacts must be considered by Federal decision-makers in deciding whether or not to approve: (1) a proposal for Federal assistance; (2) such proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Non-Federal entities must comply with all applicable environmental laws, regulations and policies. Additionally, recipients may be required to assist the Council in complying with laws, regulations and policies applicable to Council actions. Laws, regulations, and policies potentially applicable to Council actions and/or recipients may include but are not limited to the statutes and EOs listed below. The Council does not make independent determinations of compliance with laws such as the Clean Water Act. Rather, the Council may require a recipient to provide information to the Council to demonstrate that the recipient has complied with or will comply with all such requirements. In some cases, if additional information is required after an application is selected, funds may be withheld by the Grants Officer under a special award condition requiring the recipient to submit additional information sufficient to enable the Council to make an assessment regarding compliance with applicable environmental laws, regulations and policies.

If a recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations and EOs listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package.

.01 The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*)

Council approval of financial assistance awards may be subject to the environmental review requirements of the National Environmental Policy Act (NEPA). In such cases, recipients of financial assistance awards may be required to assist the Council in complying with NEPA. For example, applicants may be required to assist the Council by providing information on a proposal's potential environmental impacts, or drafting or supplementing an environmental assessment or environmental impact statement if the Council determines such documentation is required. Independent of the Council's responsibility to comply with

NEPA, where appropriate, projects or programs funded by the Council may trigger Federal agency NEPA compliance duties involving a separate Federal action, such as the issuance of a Federal permit.

.02 The Endangered Species Act (16 U.S.C. § 1531 *et seq.*)

Council approval of financial assistance for project implementation is subject to compliance with section 7 of the Endangered Species Act (ESA). Recipients must identify any impact or activities that may involve a Federally-listed threatened or endangered species, or their designated critical habitat. Section 7 of the ESA requires every Federal agency to ensure that any action it authorizes, funds or carries out, in the United States or upon the high seas, is not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat. Federal agencies have the responsibility for ensuring that a protected species or habitat does not incur adverse effects from actions taken under Federal assistance awards, and for conducting the required consultations with the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service under the Endangered Species Act, as applicable.

.03 Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Recipients of financial assistance awards must identify to the Council any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with NMFS regarding the potential effects of their actions, and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the Endangered Species Act, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

.04 Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*)

Clean Water Act (CWA) Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

.05 The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

A number of prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

.06 National Historic Preservation Act (16 U.S.C. § 470 *et seq.*)

Council approval of financial assistance awards may be subject to Section 106 of the National Historic Preservation Act (NHPA). In such cases, recipients of financial assistance awards may be requested to assist the Council in identifying any adverse effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Pursuant to 36 C.F.R. § 800.2(c)(4), applicants and recipients may also be requested to assist the Council in initiating consultation with State or Tribal Historic Preservation Officers, Indian tribes, Native Hawaiian Organizations or other applicable interested parties as necessary to the Council's responsibilities to identify historic properties, assess adverse effects to them, and determine ways to avoid, minimize or mitigate adverse effects on historic properties.

Pursuant to guidelines issued by the National Park Service under the Abandoned Shipwreck Act (43 U.S.C. §§ 2101-2106), state and Federal agencies whose activities may disturb, alter, damage, or destroy State-owned shipwrecks must take into account the effect of the proposed activity on any state-owned shipwreck and afford the state agencies assigned management responsibility for state-owned shipwrecks a reasonable opportunity to comment on the proposed activity.

.07 Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and Executive Order 11738. Recipients shall not use a facility that the Environmental Protection Agency (EPA) has placed on EPA's List of Violating Facilities (this list is incorporated into the Excluded Parties List System which is part of SAM) in performing any award that is nonexempt under subpart J of 2 C.F.R. part 1532.

.08 The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*)

Flood insurance, when available, is required for Federally-assisted construction or acquisition in areas having special flood hazards and flood-prone areas. When required, recipients will ensure that flood insurance is secured for their project(s).

.09 Executive Order 11988 ("Floodplain Management"), Executive Order 13690 ("Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input"), and Executive Order 11990 ("Protection of Wetlands")

Recipients must identify proposed actions located in a floodplain and/or wetlands to enable the Council to determine whether there is an alternative to minimize any potential harm. Floodplains are identified through a climate-informed science approach, adding 2-3 feet of elevation to the 100-year floodplain, or using the 500-year floodplain.

.10 Executive Order 13112 (“Invasive Species”)

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

.11 The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*)

Federally funded projects must be consistent with a coastal state’s approved management program for the coastal zone.

.12 The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq.*)

Only in certain circumstances may Federal funding be provided for actions within a Coastal Barrier System. The Coastal Barriers Resources Act generally prohibits new Federal expenditures, including Federal grants, within specific units of the Coastal Barrier Resources System (CBRS). Although the Act restricts Federal expenditures for coastal barrier development, Section 6(a)(6)(A) contains an exemption for projects relating to the study, management, protection, or enhancement of fish and wildlife resources and habitats, including recreational projects. Section 6(a)(6)(G) also exempts nonstructural projects for shoreline stabilization that are designed to mimic, enhance or restore natural stabilization systems. However, care must be taken when interpreting any exemptions described, as they are limited to projects that are consistent with the purpose of this Act as interpreted by the lead agency, Department of Interior. Applicants should work with the U.S. Fish and Wildlife Service, which reviews proposals to determine whether a project falls within a protected unit and if so, whether an exception applies. Maps of the CBRS are available through the interactive U.S. Fish and Wildlife Service [Coastal Barrier Resources System Mapper](http://www.fws.gov/cbra/Maps/Mapper.html).¹⁶

.13 The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system. Funded projects in the National Wild and Scenic Rivers system must be consistent with Wild and Scenic Rivers Act requirements.

.14 The Safe Drinking Water Act (42 U.S.C. § 300 *et seq.*)

The Sole Source Aquifer program under this statute precludes Federal financial assistance for any project that the EPA determines may contaminate a designated sole source aquifer through a recharge zone so as to create a significant hazard to public health.

¹⁶ U.S. Fish and Wildlife Service Interactive Coastal Barrier Resources System Mapper - <http://www.fws.gov/cbra/Maps/Mapper.html>, verified 8/18/2015.

.15 The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

This act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that recipients of Federal funds that are state agencies or political subdivisions of states give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

.16 The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.), as amended by the Community Environmental Response Facilitation Act, provides the President with broad, discretionary response authorities to address actual and threatened releases of hazardous substances, as well as pollutants and contaminants where there is an imminent and substantial danger to public health and the environment. Section 103 of this Act contains specific reporting requirements and responsibilities and section 117 of the Act contains specific provisions designed to ensure meaningful public participation in the response process.

.17 Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

This Order identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations. Consistent with EO 12898, recipients may be requested to help identify and address, as appropriate, disproportionate impacts to low income and minority populations which could result from their project.

.18 Rivers and Harbors Act (33 U.S.C. 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

.19 Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

The Marine Protection, Research and Sanctuaries Act prohibits dumping of material into ocean waters beyond the territorial limit without a permit. Recipients must identify any potential ocean dumping of materials, obtain the appropriate permit, if applicable, and notify the Council. Under the National Marine Sanctuaries Act, Federal agencies are required to protect National Marine Sanctuary resources. Recipients must identify actions that are in or may affect a National Marine Sanctuary and notify the Council. EO 13089 requires that any actions authorized or funded by Federal agencies not degrade the condition of coral reef ecosystems. Recipients must identify any action that might affect a coral reef ecosystem and notify the Council.

.20 Executive Order 13653 (“Preparing the United States for the Impacts of Climate Change”)

This EO requires Federal agencies to identify and support smarter, more climate-resilient investments by States, local communities and tribes, including by providing incentives through agency guidance and grants. Recipients must identify and describe any project elements that promote climate resilience.

.21 Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

This act requires agency programs, to the extent possible, be compatible with state, local and private programs and policies to protect farmland from irreversible conversion to nonagricultural uses. Recipients must identify any irreversible conversion of farmland to nonagricultural uses as a result of their project.

.22 Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the Fish and Wildlife Service and fish and wildlife agencies of States must be consulted whenever waters of any stream or other body of water are “proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified” by any agency under a Federal permit or license.

Q. MISCELLANEOUS REQUIREMENTS

.01 Criminal and Prohibited Activities

- a. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious or fraudulent claims to the Federal Government for money (including money representing grants, loans or other benefits).
- b. The False Claims Amendments Act and the False Statements Act (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious or fraudulent statement, representation or claim against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287.
- c. The Civil False Claims Act (31 U.S.C. § 3729 *et seq.*), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.
- d. The Copeland “Anti-Kickback” Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally-supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

.02 Political Activities

The non-Federal entity must comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

.03 Drug-Free Workplace

The non-Federal entity shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102) and any Council regulations and policies promulgated pursuant to its authority, which require that the non-Federal entity take steps to provide a drug-free workplace.

.04 Foreign Travel

- a. The non-Federal entity may not use funds from this award for travel outside of the United States unless the Grants Officer provides prior written approval. The non-Federal entity shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.
- b. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- c. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow Federally-funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the [GSA website](#).¹⁷ Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the [Department of State's website](#).¹⁸
- d. If a foreign air carrier is anticipated to be used for any portion of travel under a Council financial assistance award the non-Federal entity must obtain prior written approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer shall make the final determination and notify the non-Federal entity in writing. Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which the non-Federal entity improperly used a foreign air carrier.

¹⁷ GSA Fly America Act website - <http://www.gsa.gov/portal/content/103191>, verified 8/18/2015.

¹⁸ Department of State Open Skies Agreements website - <http://www.state.gov/e/eb/tra/ata/index.htm>, verified 8/18/2015.

.05 Increasing Seat Belt Use in the United States

Pursuant to EO 13043, recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

.06 Research Involving Human Subjects

- a. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. part 27 “Protection of Human Subjects.” No research involving human subjects is permitted under this award unless expressly authorized by special award condition, or otherwise in writing by the Grants Officer.
- b. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
- c. Department of Commerce regulations at 15 C.F.R. part 27, applying to all Federal departments and agencies, require that recipients maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity shall submit appropriate documentation to the Federal Program Officer for approval by the appropriate Council officials. This documentation may include:
 1. Documentation establishing approval of the project by an institutional review board (IRB) approved for Federal-wide use under Department of Health and Human Services guidelines (*see also* 15 C.F.R. § 27.103);
 2. Documentation to support an exemption for the project under 15 C.F.R. § 27.101(b);
 3. Documentation to support deferral for an exemption or IRB review under 15 C.F.R. § 27.118;
 4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
- d. No work involving human subjects may be undertaken or conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

.07 Federal Employee Expenses

Federal agencies are generally barred from accepting funds from a non-Federal entity to pay transportation, travel or other expenses for any Federal employee. Use of award funds (Federal or non-Federal) or the non-Federal entity’s provision of in-kind goods or services, for the purposes of transportation, travel or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, Council policy prohibits the acceptance of gifts, including travel payments for Federal employees, from recipients or applicants, regardless of the source.

.08 Minority Serving Institutions Initiative

Pursuant to EOs 13555 (“White House Initiative on Educational Excellence for Hispanics”), 13270 (“Tribal Colleges and Universities”), and 13532 (“Promoting Excellence, Innovation, and Sustainability at Historically Black Colleges and Universities”), the Council is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. The Council’s goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the Nation’s capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. The Council encourages all recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

.09 Research Misconduct

The Council adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President’s Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification or plagiarism in proposing, performing or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by the Council must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Federal award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the award, up to and including award termination and/or suspension or debarment. The Council requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to the Grants Officer, who will also notify the Treasury OIG of such allegation. Once the non-Federal entity has investigated the allegation, it shall submit its findings to the Grants Officer. The Council may accept the non-Federal entity’s findings or proceed with its own investigation. The Grants Officer will inform the non-Federal entity of the Council’s final determination.

.10 Publications, Videos, Signage and Acknowledgment of Sponsorship

- a. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to Federally-funded projects (*e.g.*, scientific research).
- b. Recipients are required to submit a copy of any publication materials, including but not limited to print, recorded or Internet materials, to the Council.
- c. When releasing information related to a funded project, recipients must include a statement that the project or effort undertaken was or is sponsored by the Council.
- d. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the Grants Officer.
- e. Recipients are responsible for assuring that every publication of material based on, developed under, or otherwise produced under a Council financial assistance award, except scientific articles or papers

appearing in scientific, technical or professional journals, contains the following disclaimer or other disclaimer approved in writing by the Grants Officer:

This [report/video/etc.] was prepared by [non-Federal entity name] using Federal funds under award [number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

.11 Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. § 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. § 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. § 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. § 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any Council financial assistance award without the prior written approval of the Grants Officer.

.12 Homeland Security Presidential Directive 12

If the performance of a grant award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term “routine access” is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the Council will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure that the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award shall comply with the Council personal identity verification procedures that implement Homeland Security Presidential Directive 12, “Policy for a Common Identification Standard for Federal Employees and Contractors,” FIPS PUB 201, and OMB Memorandum M-05-24. The non-Federal entity shall ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements provided below. The non-Federal entity shall insert the following term in all subawards and contracts when the subaward non-Federal entity or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

- a. *The subrecipient or contractor shall comply with the Council personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.*
- b. *The subrecipient or contractor shall account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Council: (1) When*

no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; or (3) Upon subaward or contract completion or termination.

.13 Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

- a. This clause applies to the extent that this financial assistance award involves access to export-controlled items.
- b. In performing this financial assistance award, the non-Federal entity may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and reexports provisions. The non-Federal entity shall establish and maintain effective export compliance procedures at Council and non-Council facilities throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions
 - 1. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the Department of Commerce's Bureau of Industry and Security. These are generally known as "dual-use" items, items with both a military and commercial application.
 - 2. Deemed Export/Reexport. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the U.S. If such a release occurs abroad, it is considered a deemed reexport to the foreign national's home country. Licenses may be required for deemed exports or reexports.
- d. The non-Federal entity shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable Federal laws, EOs, and/or regulations, including the EAR.
- e. As applicable, non-Federal entity personnel and associates at Council sites shall be informed of any procedures to identify and protect export-controlled items.
- f. To the extent the non-Federal entity wishes to provide foreign nationals with access to export-controlled items, the non-Federal entity shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed reexports.
- g. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, EOs or regulations.
- h. Compliance with the foregoing will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the

International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including releases of such items to foreign nationals.

- i. The non-Federal entity shall include this Subsection .13, including this Subparagraph i, in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve access to export-controlled items.

.14 The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)), as amended, and the implementing regulations at 2 C.F.R. part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if the non-Federal entity engages in certain activities related to trafficking in persons. The Council incorporates the following award term required by [2 C.F.R. § 175.15\(b\)](#).¹⁹

Award Term from 2 C.F.R. § 175.15(b):

I. Trafficking in persons.

- a. Provisions applicable to a non-Federal entity that is a private entity.
 1. You as the non-Federal entity, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 1326, “Nonprocurement Debarment and Suspension.”
- b. Provision applicable to a non-Federal entity other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or

¹⁹ See 2 C.F.R. § 175.15(b) - <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>, verified 8/18/2015.

- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 1326, “Nonprocurement Debarment and Suspension.”
- c. Provisions applicable to any non-Federal entity.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
 - 1. Employee means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. Forced labor means: labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. Private entity:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25;
 - ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b); and (B) A for-profit organization.
 - 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

.15 The Federal Funding Accountability and Transparency Act of 2006 (“Transparency Act” or FFATA)—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101)

- a. Searchable Website Requirements. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website. This information is available at the [USA Spending website](http://USA.Spending.gov).²⁰ Recipients and subrecipients must include the following required data elements in their application:

²⁰ USA Spending.gov website - www.USA.Spending.gov, verified 8/18/2015.

- Name of entity receiving award;
 - Award amount;
 - Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive award title;
 - Location of entity, primary location of performance (City/State/Congressional District/Country); and
 - Unique identifier of entity.
- b. Reporting Subawards and Executive Compensation. Prime grant recipients awarded a new Federal grant greater than or equal to \$25,000 on or after October 1, 2010, other than those funded by the Recovery Act, are subject to FFATA subaward reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime non-Federal entity is required to file a FFATA subaward report by the end of the month following the month in which the prime non-Federal entity awards any sub-grant greater than or equal to \$25,000. *See* Pub. L. No. 109-282, as amended by section 6202(a) of Pub. L. No. 110-252 (*see* 31 U.S.C. 6101 note). The reporting requirements are located in Appendix A of [2 C.F.R. Part 170](#).²¹

Award Term from Appendix A of 2 C.F.R. Part 170:

I. Reporting Subawards and Executive Compensation.

- a. Reporting of first-tier subawards.
 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (*see* definitions in paragraph e. of this award term).
 2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1 of this award term to the FFATA Subaward Reporting System ([FSRS](#)).²²
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. You must report the information about each obligating action that the submission instructions posted at the [FSRS](#) website specify.
- b. Reporting Total Compensation of Non-Federal Entity Executives.
 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

²¹ 2 C.F.R. § 170.320 on GPO website - <http://www.gpo.gov/fdsys/pkg/CFR-2011-title2-vol1/pdf/CFR-2011-title2-vol1-part170-appA.pdf>, verified 8/18/2015.

²² Federal Funding Accountability and Transparency Act Subaward Reporting System - <http://www.fsrs.gov>, verified 8/18/2015.

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the [U.S. Security and Exchange Commission](#) total compensation filings.²³)
 - 2. Where and when to report. You must report executive total compensation described in paragraph b.1 of this award term:
 - i. As part of your registration profile in the System for Award Management ([SAM](#)),²⁴ and
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
 - 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the non-Federal entity.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
 - 1. Entity means all of the following, as defined in 2 C.F.R. part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;

²³ U.S. Security and Exchange Commission Executive Compensation “Fast Facts” - <http://www.sec.gov/answers/execomp.htm>, verified on 8/18/2015.

²⁴ System for Award Management (SAM) - <https://www.sam.gov>, verified on 8/18/2015.

- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - 2. Executive means officers, managing partners, or any other employees in management positions.
 - 3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 - 4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the non-Federal entity) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 - 5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or subrecipient's preceding fiscal year and includes the following (for more information *see* 17 C.F.R. 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- c. System for Award Management (SAM) and Universal Identifier requirements.
- 1. Requirement for SAM. Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
 - 2. Requirement for unique entity identifier. If you are authorized to make subawards under this award, you:
 - i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
 - ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions for purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management [Internet site](#).²⁵
- ii. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
 - (A) A Governmental organization, which is a State, local government, or Indian Tribe;
 - (B) A foreign public entity;
 - (C) A domestic or foreign nonprofit organization;
 - (D) A domestic or foreign for-profit organization; and
 - (E) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 - (A) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
 - (B) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
 - (C) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Subrecipient means an entity that:
 - (A) Receives a subaward from you under this award; and
 - (B) Is accountable to you for the use of the Federal funds provided by the subaward.

.16 Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

- a. Unless there is an actual rescission of funds for specific grant obligations, recipients of Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Recipients are advised that ongoing activities by Federal employees involved in grant administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.
- b. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction or clearance during the period of a possible government shutdown, the Program Officer or

²⁵ System for Award Management (SAM) - <https://www.sam.gov>, verified on 8/18/2015.

Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise recipients that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, recipients whose ability to withdraw funds is subject to prior agency approval, which in general are recipients that have been designated high risk, recipients of construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Recipients should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Recipients whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

- c. The ASAP system may remain operational during a government shutdown. As applicable, recipients that do not require Council approval to draw down advance funds from their ASAP accounts may be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will apply notwithstanding a government shutdown and advanced funds held for more than 30 days shall be returned with interest.

R. CERTIFICATIONS

At a minimum, the non-Federal entity must comply with the certifications and requirements in 31 C.F.R. § 34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required Council-specific certifications. Other certifications may be required by 2 C.F.R. part 200. Certifications must be signed by an authorized senior official of the entity receiving grant funds who can legally bind the organization or entity, and who has oversight for the administration and use of the funds in question.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE SERVICES
AGREEMENT WITH MISSISSIPPI POWER COMPANY FOR THE PURPOSE OF
PROVIDING LIGHTING EQUIPMENT UPGRADES AT THE GULFPORT LAKE BOAT
RAMP, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport desires to convert the lighting at the Gulfport Lake Boat Ramp from HID fixtures to LED fixtures; and

WHEREAS, Mississippi Power has proposed providing the said conversion by removing eight (8) old HID fixtures and installing three (3) 32,000 lumen LED fixtures and two (2) 18,000 Lumen LED fixtures at a total cost to the City of \$155.09 (an increase of \$10.24 per month); and

WHEREAS, the Governing Authority finds it in the best interest of the City to approve the proposal from Mississippi Power Company, which is attached hereto, as Exhibit “A”.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the proposal from Mississippi Power Company to convert the lighting fixtures at the Gulfport Lake Boat Ramp from HID to LED should be and the same is hereby approved as attached hereto as Exhibit “A”..

Section 3. That the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 4. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

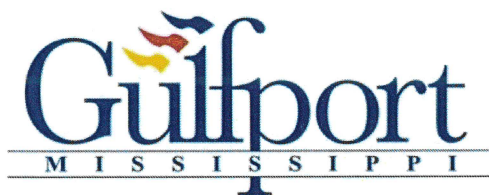
CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



DEPARTMENT OF
LEISURE SERVICES

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

To: Mayor Billy Hewes
Leonard Papania, CAO
City Council

Joseph T. Jones
1422 23rd Avenue
Gulfport, MS 39502

From: Liz MacMillan, Office Manager

Date: May 5, 2023

Re: LED Lighting Services – Standard Lease Agreement for Gulfport Lake Boat Launch

We are requesting to enter into an agreement for the attached Lighting Service – Standard Lease Agreement with MS Power Company. It would provide additional lighting in that area.

Gulfport Lake Boat Launch	\$155.09 monthly	36 months
---------------------------	------------------	-----------

A handwritten signature in blue ink, reading "Liz MacMillan". The signature is written in a cursive style with a horizontal line above the "L".

Liz MacMillan

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079



5/4/2023

Gulfport Lake Boat Ramp
Gulfport, MS 39507

Re: Lighting

To: Whom It May Concern

Mississippi Power Company (MPC) appreciates the opportunity to provide a lighting proposal for your facility in Gulfport, MS. Our proposal includes the installation of new LED Fixtures that will provide a clean, uniform, white colored light.

The advantages of using MPC to provide your lighting installation and maintenance includes our call center and online customer service center, over 90+years of lighting experience, quick response from local experienced employees, utility-grade material, and consolidated billing on your existing MPC monthly bill. MPC recommends the following option for your lighting system:

Scope of Work:

- Remove – (8) Old HID Fixtures
- Install – (3) 32,000 Lumen LEDs
- Install – (2) 18,000 Lumen LEDs

Monthly Cost: \$155.09 Increase of \$10.24**

***3-year minimum term required and includes complete maintenance of fixtures, brackets and poles. Applicable taxes not included.*

The pricing in this proposal is good for 60 days. Typical material lead time is 6-8 weeks. This document contains trade secrets proprietary to Mississippi Power and shall not be disclosed to any other party.

Once you are ready to move forward with the installation or if you have any questions, please give me a call. Thank you again for the opportunity to work with you to provide your lighting needs.

Sincerely,

Daniel Reid
Cell: 228-264-0192
dgreid@southernco.com

Proprietary and Confidential Information

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE MODIFICATION NO. 1 TO AGREEMENT WITH COVINGTON CIVIL AND ENVIRONMENTAL, LLC, FOR PROJECT MANAGEMENT AND ENGINEERING SERVICES RELATED TO HURRICANE ZETA RECOVERY, AND FOR RELATED PURPOSES

WHEREAS, in order to obtain efficient project management and engineering services in connection with the City's Hurricane Zeta recovery efforts, the City of Gulfport, on August 17, 2021, entered into a master services agreement with Covington Civil and Environmental, LLC, to provide the aforementioned services to the City; and

WHEREAS, the City now desires to utilize the services of Covington Civil and Environmental, LLC, to assist, on a project by project basis ONLY, with oversight of the City's Public Assistance grants from the Federal Emergency Management Agency as to certain project assigned to it; and

WHEREAS, it is necessary to modify the existing agreement with Covington Civil and Environmental, LLC, to provide for specific personnel to fulfill the FEMA Public Assistance oversight responsibilities now proposed to be undertaken by Covington; and

WHEREAS, the Council finds that it is in the best interest of the City to approve Modification No. 1 to the existing contract with Covington to provide for the personnel required to provide the additional services that the City now intends to assign to Covington as more fully set forth in Exhibit "A" hereto.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That Modification No. 1 to the City's agreement with Covington Civil and Environmental, LLC, for Zeta related engineering services be and it is hereby approved and found to be in the best interest of the City, and the Mayor (or his designee) is, hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the _____ day of _____, 202e.

APPROVED:

MAYOR

**CITY OF GULFPORT
PROJECT MANAGEMENT AND ENGINEERING SERVICES RELATED TO
HURRICANE ZETA RECOVERY
CONTRACT MODIFICATION NO. 1**

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

Covington Civil and Environmental, LLC, (herein referred to as “**Engineer**”) and The City of Gulfport (herein referred to as “**Owner**”, entered into a contractual agreement (herein referred to as “**Contract**”) on the 17th day of August, 2021.

WITNESSETH THAT:

Whereas, Covington has determined that a Modification of the Contract is required to add additional positions and associated hourly rates to execute the project.

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Exhibit A as presented in the original contract, Standard Hourly Rates and Fee Schedule, is modified as follows:

**Standard Hourly Rates Schedule
Effective April 1, 2023**

Covington Civil and Environmental			
Position	2021 Billing Rate	2022 Billing Rate	2023 Billing Rate
Senior Construction Manager	\$185.00	\$185.00	\$185.00
Principal Architect	\$185.00	\$185.00	\$185.00
Principle Engineer	\$175.00	\$175.00	\$175.00
Architect	\$165.00	\$165.00	\$165.00
Senior Professional Engineer	\$155.00	\$155.00	\$155.00
Project Manager	\$150.00	\$150.00	\$150.00
Subject Matter Expert	N/A	N/A	\$190.00
Project Engineer	\$135.00	\$135.00	\$135.00
Environmental Scientist	\$125.00	\$125.00	\$125.00
Geologist/Biologist	\$125.00	\$125.00	\$125.00
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist III	N/A	N/A	\$162.00
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist II	N/A	N/A	\$152.00
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist I	N/A	N/A	\$142.00
Professional Land Surveyor	\$112.00	\$112.00	\$112.00
Architect Intern	\$112.00	\$112.00	\$112.00
Senior CAD Technician	\$85.00	\$85.00	\$85.00
Data Analyst	\$84.00	\$84.00	\$84.00

Position	2021 Billing Rate	2022 Billing Rate	2023 Billing Rate
Senior Residential Project Representative	N/A	N/A	\$105.00
Residential Project Representative (RPR)	\$82.00	\$82.00	\$82.00
Analytical Aide	N/A	N/A	\$90.00
Survey Crew Chief	\$74.00	\$74.00	\$74.00
CAD Technician	\$70.00	\$70.00	\$70.00
Engineering/Specification Tech	\$50.00	\$50.00	\$50.00
Clerical	\$46.00	\$46.00	\$46.00
Instrument Man	\$44.00	\$44.00	\$44.00

Except as it is modified by the provisions of **Contract Modification No. 1**, this Contract shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned Parties have executed this Modification to this Contract as of the Effective Date.

OWNER:
CITY OF GULFPORT

ENGINEER:
Covington Civil and Environmental, LLC

By: _____

Date: _____



By: _____

Date: _____

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE THE DONATION OF FUNDS TO GULFPORT MAIN STREET ASSOCIATION, IN ACCORD WITH MISS. CODE ANN. SECTION 21-19-44.1, AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. Section 21-19-44.1 authorizes municipalities to donate funds from the treasury of the municipality to the municipality's Main Street Project, Incorporated, in support of any economic development program or endeavor of the corporation, for the development of the municipality's central business district or for any lawful purpose of the municipality and to execute contracts and agreement and to expend municipal funds in support of any project sponsored by the corporation, the municipality or any other nonprofit corporation engaged in local economic development; and

WHEREAS, the City of Gulfport desires to support the economic development programs and endeavors of the Gulfport Main Street Association which are targeted at the development of the City's downtown area, specifically in support of the City's Harbor Lights Winter Festival by donating the sum of \$5,000.00 to Gulfport Main Street Association; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that such is in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized, pursuant to Miss. Code Ann. Section 21-19-44.1, to donate \$5,000.00 to the Gulfport Main Street Association in support of development projects and activities in the downtown area of Gulfport, in particular, the Harbor Lights Winter Festival, payable by special check.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE
AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE
NOTICE THE OPPORTUNITIES, POSSIBILITIES, AND RESOURCES OF
THE CITY OF GULFPORT, AND FOR RELATED PURPOSES**

WHEREAS, the Gulfport Fire Department regularly participates in recruiting and community outreach efforts to assist in both identifying quality candidates to join the Department and promoting a good relationship between the Department and the community that it serves; and

WHEREAS, the City of Gulfport receives advertising thru the recruiting and community outreach efforts of the Department; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of \$4,259.00 for the purchase of the items identified in the attached documentation hereto serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities, and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

Section 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through the Gulfport Fire Department, is hereby authorized to expend municipal funds in the amount of \$4,259.00, payable in payment to the entity/ies listed on the attached requests to purchase.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



Amy Barrett
228-863-2231
<http://abarrett.geigermall.com>

April 12, 2023

Quote for Gulfport Fire Department
Riteline Alamo gel Item G137D
Black with red trim
Item G137D

500 @ .62 each = 310.00

Ship est. 45.00

Total 355.00

Thank you, Amy

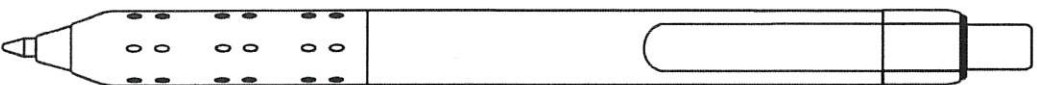


Gel with Metallic Clips

00°
BIG
PRINT



36
More Colors
for Clip





Amy Barrett
228-863-2231
<http://abarrett.geigermall.com>

April 12, 2023

Quote for Gulfport Fire Department
Silicone bracelet
Red with white imprint
7.953 inch by .472 (approx 8 inch round)
1250 @ .50 each = 625.00
Ship est. 33.00
Total 658.00

Thank you, Amy





Proof#

12MM ADULT SIZE SILICONE

Text to be positioned in a similar location to the template below

GULFPORT FIRE DEPARTMENT

PMS 200 C
BAND COLOR

DEBOSSSED WITH WHITE INK FILL

NOTE: It is your responsibility to carefully inspect this proof for errors and/or omissions in spelling, design or color. Once approved, client accepts responsibility for content and copy. Colors as shown are approximate and will differ on each computer monitor.



Amy Barrett
228-863-2231
amybarrett.geiger.com

April 12, 2023

Quote for Gulfport Fire Department

16 ounce Stadium cups

Red with white imprint (or any color)

Item 16S

250 @ .58 each = 145.00

Set up 45.00

Ship est. 34.00

Total 224.00

Thank you, Amy







Amy Barrett
228-863-2231
<http://abarrett.geigermall.com>

April 12, 2023

Quote for Gulfport Fire Department

Item Tb24 Slim Fit Water Bottle

Red with white imprint

200 @ 1.75 each = 350.00

Ship est. 109.00

Reorder Set up 25.00

Total 484.00

Thank you, Amy



Style # TB24 - 24 oz. Transparent Bottle

Customer Name: GEIGER

Purchase Order #: 5561830

Factory Order #: 797713

Bottle Color(s): TRANS. RED

Lid Color(s): RED W/NAT TIP

Imprint Color(s): WHITE

DIE#: 744262

Quantity: 300

Template Shown at 80%
Border Does Not Print
Imprint Area: 4 1/2" H x 3" W

NOTE: Artwork was sized to fit our
imprint area. Industry standard allows
1/16" movement in any direction



FACTORY
INDPR

SALESMAN #
875

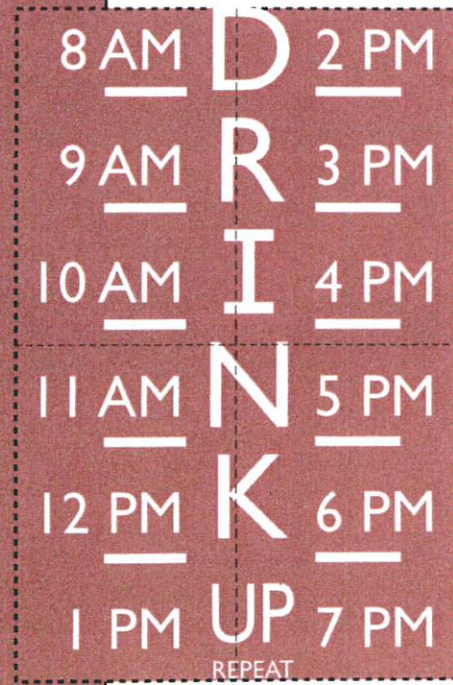
Lid And Imprint Alignment Will Vary

SIDE 1

CENTER LINE (DOES NOT PRINT)

CENTER LINE (DOES NOT PRINT)

SIDE 2



ART NOTES:

****REQUESTED PROOF****



Amy Barrett
228-863-2231
amybarrett.geiger.com

April 12, 2023

Quote for Gulfport Fire Department
bottles with fire chief helmet

Item 67800

250 @ 2.05 each = 512.50

Ship est. 200.00

Total 712.50

Thank you, Amy



Item Color: RED
IMPRINT COLOR: WHITE
OB[1642493.CDR]

PRODUCTION WILL NOT BEGIN UNTIL PROOF IS APPROVED

Item number: 67800
Item description:
20 oz. Value Cycle Bottle with
Fireman Helmet Push/Pull Cap

If there are any questions or changes required,
please contact CUSTOMER SERVICE DEPARTMENT.
If this proof was e-mailed, reply to the
representative who sent it to you. Do NOT contact

Note: imprints will not line up with cap
placement as shown

Please be mindful that any type smaller than 6 pt. may not print well.
If your art contains letters smaller than this size, and the proof is
approved, we are not responsible for poor imprint quality.



ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
(6 pt.)
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

***Thank you for
your business!***

For best
accuracy
please print

THIS SHOULD
MEASURE
ONE INCH



THE DOTTED LINE REPRESENTS
THE MAXIMUM IMPRINT AREA. IT
DOES NOT PRINT.





Amy Barrett
228-863-2231
amybarrett.geiger.com

April 12, 2023

Quote for Gulfport Fire Department

Pencils

Red with white imprint

Item WRK Workhorse Pencil

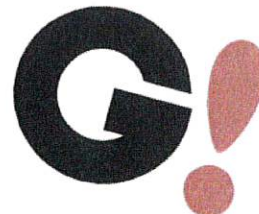
1500 @ .21 each = 315.00

Ship est. 20.00

Ship est. 35.50

Total 370.50

Thank you, Amy



To: GEIGER
Attn: Accts Payable

Email: LJONES@GEIGER.COM
Fax:

**THIS IS YOUR ART PROOF.
YOUR ORDER IS ON HOLD!**

PO#: 5566342

DATE: 10/07/2022

ITEM # & DESCRIPTION:

WRK-3-2

WORKHORSE Pencil Round

RED BARREL WITH NO.2 CORE

IMPRINT COLOR:

WHITE

Your artwork is shown below at the actual imprint size.

Please review the artwork, sign and date the proof and fax or email it back.

YOUR SHIP DATE WILL BE 5 to 7 WORKING DAYS AFTER PROOF APPROVAL unless stated otherwise.



Blue dotted line indicates max imprint area and will not print on the final product.



This proof is a computer generated virtual only - Actual product may vary in color, size, etc.
The image is for a general idea of product only - NOT AN ACTUAL PRINTING.

This box is exactly
1" X 1".
If the box is
measuring smaller;
your printer is
reducing your fax.

☐ O.K. As is ☐ Make changes as noted and proceed

☐ Make changes as noted and re-send proof for approval

Any changes to original artwork or order may result in additional proof fees.

X Signed: _____ Date: _____

TB-358563-22

AWS

Estimate Response Form Report

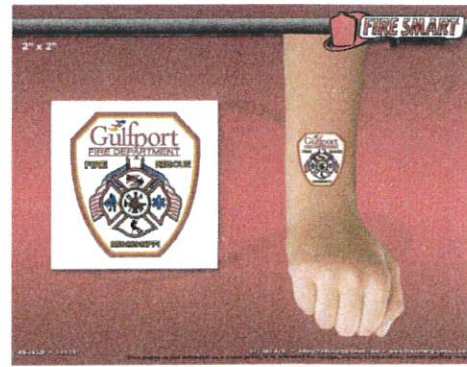
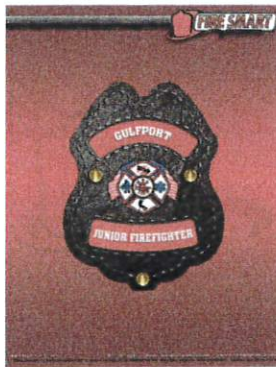
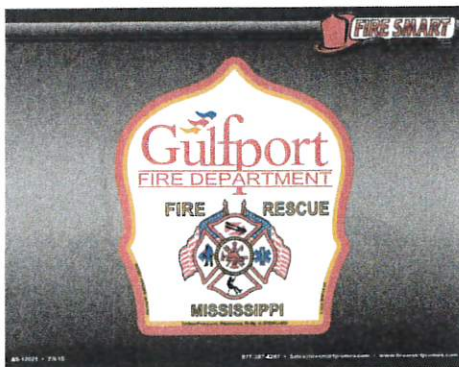
4/12/2023 3:03:50 PM



Fire Smart Promotions
1 Beistle Plaza
Shippensburg, PA 17257
Phone: 877-387-4287
Fax: 888-467-5141
Email: sales@firesmartpromos.com

Customer: 12758
NATASHA TATE
Central Fire Department
1515 23RD AVE
GULFPORT MS 39501-2058
United States
Phone: 228-868-5954
Fax:

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
E000031827	Net 30 Days	4/11/2023	5/31/2023	901	USD
Quantity	Item			Unit Price	Extended Price
1,500.00 EA	SS66777A	Custom Fire Hat Repeat of Previous Artwork / AS-12021 Helmet Color: Red		0.66000	990.00
1,500.00 EA	S17994IFS	Custom Sticker Badges Repeat of Previous Artwork / AS-14828_2		0.09000	135.00
1,000.00 EA	S18326FC	Temp Tattoo Full Custom Repeat of Previous Artwork / AS-24328		0.33000	330.00
1.00 EA	Free Shipping			0.00000	0.00
1.00 EA	No Setup Fees			0.00000	0.00
Total Amount:					1,455.00



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AT CRUISIN' THE COAST, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport will be the host city for the 2023 Cruisin' the Coast which will take place in October 2023 in and around the Centennial Plaza property, downtown Gulfport and all along our roadways; and

WHEREAS, the City of Gulfport receives priceless advertising thru the PR given the Cruisin' the Coast event and via word of mouth of Cruisin' the Coast participants; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to show appreciation and promote the City of Gulfport to individuals from around the Gulf South, the US and even to visitors to the United States; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of \$24,000.00 to Cruisin' the Coast serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend, via special check, municipal funds in the amount of Twenty-four Thousand Dollars (\$24,000.00) payable to Cruisin' the Coast to be used to advertise the event and the City of Gulfport for the reasons set forth in the Preamble hereto.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



May 2, 2023

Honorable Billy Hewes, Mayor, City of Gulfport
Gulfport City Council Members

VIA HAND DELIVERY

Dear Mayor and City Council Members:

As we move forward with our preparations for Cruisin' The Coast 2023, we would like to thank you for your support of and participation in our event last year. I'm sure you've heard it was a record-breaker. Thank you for your years of support.

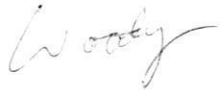
CTC is a major economic development engine for the City of Gulfport and is also the largest special event in the state of Mississippi. Our 2021 economic impact study shows phenomenal growth and the overwhelmingly positive fiscal benefits of CTC. The event has, in 25 years, grown from attracting 374 classic vehicles to 9618 registered vehicles last year. Our participants came from 44 states, Canada and for the first time ever, England. More than 1400 were first time participants. In all, Bradley Research calculates that our event had a \$33.1 Million impact on coastal Mississippi and \$36.1 Million statewide. We feel certain that the City of Gulfport was a large beneficiary of this spending.

Cruisin' The Coast is a non-profit corporation. The events are largely non-gated for thousands of spectators. Therefore, we need to have the participating cities continue to assist us financially. All participating cities are asked to invest according to relative population size. The previous funding request for Gulfport has been \$20,000 plus \$4,000 for "View the Cruise" (held on the first Sunday of CTC) for a total of \$24,000. This ensures that CTC can continue to hold major facets of the festival in Gulfport.

Enclosed is a Memorandum of Understanding for your signature. Please return a signed copy of the MOU to our office at the address listed.

Cruisin' The Coast hereby formally requests total funding of \$24,000.00 from the City of Gulfport for the 2022 festival. Thank you in advance for your consideration of this request. If you have any questions, please do not hesitate to contact us.

Sincerely,
Cruisin' The Coast®

A handwritten signature in cursive script, appearing to read "Woody", written in dark ink.

Sherwood R. Bailey, Jr.
Vice Chairman and Executive Director

cc: Leonard Papania



May 2, 2023

INVOICE

City of Gulfport
Leonard Papania, Chief Administrative Officer
P.O. Box 1780
Gulfport, MS 39502

Ref: 2023 City of Gulfport CTC sponsorship

Event Site Fee	\$20,000.00
Special Event Fee	<u>\$4,000.00 (View The Cruise)</u>
TOTAL	\$24,000.00

Due: August 1, 2023

Make check payable to: Cruisin' The Coast
P.O. Box 3001
GULFPORT, MS 39505

Memorandum of Understanding

This Memorandum of Understanding is by and between *Cruisin' the Coast, Inc.* [hereinafter "CTC"] and the following business or entity: City of Gulfport (Sponsor) and applies to the "Cruisin the Coast" event of: October 1 - 8, 2023. The "event" consists of multiple forms and types of entertainment from simply viewing vintage automobiles to the staging of activities including but not limited to demonstration of the functional capabilities of the vehicles of the attendees [hereinafter simply the "event"]. In contemplation of the nature of the event, including its date and time, the parties do accept the commitments and assurances of the other as follows:

1. Sponsor agrees that CTC and its authorized personnel, vendors and promoters, may utilize the premises permitted, licensed and assigned to it for the purpose of hosting the event to take place at various venues on the Mississippi Gulf Coast and contiguous counties and venues on October 1 - 8, 2023.
2. Sponsor will allow CTC reasonable access to the site or premises during and prior to event hours for the purposes of hosting and sponsoring the event as well as preparing for related activities.
3. Sponsor agrees that CTC may use the site, assigned area or premises provided, and Sponsor will not permit or allow anyone not otherwise associated with CTC, its agents, vendors and/or sub-contractors to access the site or premises for any reason unrelated to Cruisin' the Coast.
4. Sponsor grants an irrevocable license to CTC to use the site, area or premises for activities associated with the event and CTC will not use the site, area or premises in a dangerous manner or in any manner inconsistent with the purposes of the event.
5. Sponsor will pay CTC a sponsorship fee in the amount of \$24,000 as consideration for hosting a portion of the event at its site.
6. To the extent required by law or ordinance, CTC agrees that it will obtain any and all permits or licenses necessary to hold the event. Sponsor agrees to reasonably cooperate with CTC in securing any necessary permits or licenses to host the event.
7. Sponsor has full authority to permit CTC to use the premises during the dates and times of the event.
8. With the permission of the Sponsor, CTC may reasonably restrict access to any area assigned to it by the Sponsor consistent with the existing ongoing commercial activity that may be present at the site.
9. CTC agrees that it will use the site or premises in a reasonable method and manner and will commit no waste or permanent damage to the premises.
10. Sponsor agrees to allow CTC reasonable access to the site, area or premises by agents, vendors and sub-contractors of CTC during non event hours for the purposes of event preparation and staging.
11. CTC retains the exclusive right to permit and contract with any individual at the site or premises for the purposes of event promotions, concessions, activities, or performances. Sponsor agrees to reasonably cooperate with CTC with the planned activities and access to the site or premises. CTC retains the exclusive right to permit and contract with any individual at the Event Site for the purposes of event promotions, concessions, activities, performances and/or charitable purposes. Sponsor agrees that it will secure the approval of CTC prior to the event if the Sponsor seeks to include or permit any other vendors, charitable entities or other activity during the event in the area committed for use by CTC. Further, Sponsor agrees that it will similarly seek the approval of CTC if any of the other aforesaid activity takes place in reasonable proximity to the site such

that it would serve as a disruption to registrants, patrons, vendors of CTC, or any activity affiliated with Cruisin' the Coast.

12. Upon request of CTC and in the event of notification to the Sponsor that an individual or entity is in violation of paragraph 3 or 11, or is otherwise soliciting within its event site or sufficiently close in proximity to it effectively resulting in a violation of paragraph 3 or 11, the Sponsor will compel and removal any individual, group or entity that is without permission or permit of CTC and/or convey to them that it or they are to cease and desist all activities that are contrary to the reasonable requests of CTC. It is the intent of this paragraph that to the extent that the Sponsor has the right of control over any vendor or provider of goods or services, that those vendors, entities or groups will be promptly removed by the Sponsor from the event site of CTC while the event is then ongoing.

13. At the conclusion of the event, CTC agrees that it will return the site or premises in substantially the same state or condition when it was provided to CTC.

14. Sponsor acknowledges that the premises are suitable for hosting the event at its site, area or premises and warrants that there are no hidden hazards or conditions likely to produce injury that are not otherwise apparent to CTC or their patrons.

15. Sponsor acknowledges that it is satisfied that it is adequately insured for hosting this event on it's premises.

16. Sponsor and CTC agree to indemnify the other as it may relate to any claim or suit that is the result of the negligence of the other. As such, sponsor will agree to indemnify CTC for any claim or suit which alleges negligence of sponsor concerning the premises tendered or any conduct or activity of sponsor that resulted in a suit or claim by a third person. Likewise, CTC agrees to indemnify sponsor for any activity which materially changed the use or nature of the site or premises out of which injury is alleged including any suit for conduct arising out of the activities of CTC.

17. No activity will be undertaken on the site or premises or otherwise allowed which is a violation of state or federal law.

18. No lewd or lascivious activity will be engaged in by CTC, or it's agents, servants, employees, vendors or sub-contractors or by Sponsor on the site or premises during hours of the event.

19. Time is of the essence of this agreement.

20. This agreement may be amended but only upon a writing and signed by the parties.

21. This agreement and undertakings set forth herein, are not to be construed in any way that

either party is the agent of the other, and neither party has the ability and capacity to bind the other to any agreement or undertaking. Both parties acknowledge that each is an independent contractor and there is no vicarious relationship whatsoever.

22. CTC retains the exclusive right to the CTC logo, to include any likeness or images associated with the event and Sponsor may use the logo, likeness or images of CTC only as permitted or authorized, in writing, by CTC. CTC agrees not to use the logo, likeness or images associated with Sponsor, except with it's express permission or as permitted by Sponsor in the CTC advertising, brochures or programming.

23. Termination of Agreement: A. This agreement may be terminated for any reason more than 90 days prior to the event without recourse against either party; B. If

termination is sought by either party upon or within 90 days of the event, it shall only be for breach of this agreement or otherwise for "good cause."

24. Subject to paragraph 23, both parties retain the right to pursue a claim for damages against the other for breach of the agreement or for termination of the agreement without "good cause."

25. Notwithstanding paragraph 24, both parties agree to resolve all claims by and between themselves and for those arising out of or pursuant to this agreement by arbitration which will be preceded by voluntary mediation. Any mediator or arbitrator obtained herein shall be selected by agreement of the parties or pursuant to the procedures set out and mandated by the American Arbitration Association or equivalent. In the event of any claim by and between the parties hereto, such mediation or arbitration shall occur only in Harrison County, Mississippi.

26. Subject to the provisions of paragraph 25, no suit may be filed by and between the parties in any jurisdiction other than Harrison County except to enforce the mediation and/or arbitration provisions herein or an award of an arbitrator.

27. This agreement shall expire at midnight on the last full day of the event as scheduled.

28. This agreement does not automatically renew and shall not be renewed except by separate or similar agreement signed by all parties.

29. All executory agreements, warranties or covenant required hereunder shall extend beyond the termination of this agreement for purposes of relief or enforcement.

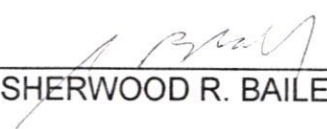
30. The agreement herein constitutes the entire agreement of the parties and no other agreements, not specifically incorporated herein, are valid except that they may constitute an amendment to this agreement subject to the provisions of Paragraph 20.

31. All notices pertaining to this agreement may be verbalized to any authorized CTC representative "On site" during the event, but SHALL be subsequently [as soon as prudent] provided in writing to Sherwood R. Bailey, Post Office Box 3001, Gulfport, Miss. 39505 and to: cruisinthecoast@cruisinthecoast. Likewise, all notice under this agreement may be verbalized to any "on site" representative of Sponsor, but SHALL be provided subsequently [as soon as prudent] in writing to:

32. Special Provisions, if any, are attached and constitute an amendment under Paragraph 20 without signature, but only if attached at the time of the execution of this Agreement. *[If a municipality or governmental entity, it is required that the agreement be approved by the governing authority and be approved on the minutes of the body.]*

Cruisin' the Coast, Inc.

City of Gulfport, MS

By: 
SHERWOOD R. BAILEY, JR.

By: _____
[name]

Date: 5/2/23

Date: _____

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE 19TH STREET ALCOHOLICS ANONYMOUS GROUP, AND FOR RELATED PURPOSES

WHEREAS, the 19th Street Alcoholics Anonymous Group plans to host its weekly meetings every Thursday of 2023 at the Orange Grove Community Center; and

WHEREAS, 19th Street Alcoholics Anonymous Group has requested that the City provide an in-kind contribution in the form of a fee waiver for the use of the Orange Grove Community Center for those meetings; and

WHEREAS, City of Gulfport receives advertising thru the advance promotion of this ceremony honoring a group of Gulfport's young people; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation (waiver of \$990.00 rental fee) of the use of the Orange Grove Community Center to the 19th Street Alcoholics Anonymous Group in support of its weekly meetings serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the Orange Grove Community Center to the 19th Street Community Center Group in support of its 2023 weekly meetings.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



Facility Use Fee Waiver Request Form

Date of Request: 4/25/2023

Name of Person Submitting Request: Pauline Meyers

Organization or Group Requesting Fee Waiver:

Name: 19th Street Alcoholic Anonymous Group

Address: 3319 19th St Phone Number: 228-596-7610
Gulfport, Ms 39501

Reason for Fee Waiver Request:

For the members of Alcoholic Anonymous group to have weekly meetings every Thursday at Orange Community Center, and to have a group anniversary once a year in June.

We use to meet at 19th street before the pandemic and now it's the Boys and Girls Club.

Our 501c number is as followed: 000090649

Primary Contact Person:

Name: Pauline Meyers

Address: 149 Gray Street, Gulfport, Ms 39503

Phone Number: 228-596-7610 E-Mail Address: Paulinemeyers6364@att.net

Facility/facilities requested: Orange Grove Date/s of Event: Every Thursday

Event Type: Alcoholic Anonymous Group

Event Time(start and end): 7-8pm

Date/s Required for Set Up and Breakdown: Every Thursday each month

Anticipated Attendance (Number of Persons per day): 25

Fee Waiver Total: Rental Fee: \$ 30 X 1 Hours = \$30

(Must include set-up and breakdown times)

Total \$990

\$30 X 33

5-18 through 12-31

5-18, 25

6-1, 8, 15, 22, 29

7-6, 13, 20, 27

8-3, 10, 17, 24, 31

9-7, 14, 21, 28,

10-5, 12, 19, 26

11-2, 9, 16, 30

12-7, 14, 21, 28

Department of Leisure Services * 135 Court House Road, Gulfport, MS 39501 * 228-868-5881

June - Group Anniversary



Facility Use Fee Waiver Request Form

Circle one:

Y or N

- Is applicant a 501 (c) non-profit pursuant to applicable IRS regulations? ☒ ☐
If yes please, provide us with a copy of your 501 (c) non-profit status with this request.
- Does applicant intend to sell vendor space or tables? ☐ ☒
- Is there a charge to enter this event? ☐ ☒
- Is it open and free to the public? ☒ ☐

Submit all documents to Reggie Sims at rsims@gulfport-ms.gov or submit to the facility at the time of completing the Facility Use Application. All Fee Waiver Request must be approved by the City Council. Please note that if your request is approved, you will be responsible for set-up and breakdown of your event (setting up tables and chairs).

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE ITEMS AND STATEMENTS IN THIS REQUEST FOR USE AND ATTEST THAT ALL ARE TRUE. I FURTHER UNDERSTAND THAT THE EVENT DESCRIBED HEREIN SHALL FURTHER BE GOVERNED BY AN ACCOMPANYING AGREEMENT FOR USE OF THE FACILITY AND THE APPLICANT AGREES TO ABIDE BY THE TERMS THEREOF AS WELL AS ANY AND ALL POLICIES THAT THE CITY MAY PROSCRIBE. IT IS FURTHER UNDERSTOOD THAT THE CITY OF GULFPORT, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO REFUSE TO ALLOW THE EVENT AND/OR CERTAIN ACTIVITIES OF THE EVENT, AS DESCRIBED HEREIN TO BE HELD IN OR AROUND THE FACILITY.

Pauline Meyers

SIGNATURE

Pauline Meyers

PRINTED NAME

4/25/2023

DATE

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE GASTON POINT HEAD START GRADUATION CEREMONY, AND FOR RELATED PURPOSES

WHEREAS, Gaston Point Head Start plans to host it's 2023 Transition (Graduation) ceremony on May 26, 2023, at the Gaston Point Community Center

WHEREAS, Gaston Point Head Start has requested that the City provide an in-kind contribution in the form of a fee waiver for the use of the Gaston Point Community Center for the 2023 ceremony; and

WHEREAS, City of Gulfport receives advertising thru the advance promotion of this ceremony honoring a group of Gulfport's young people; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation (waiver of \$200.00 rental fee) of the use of the Gaston Point Community Center to Gaston Point Head Start in support of the 2023 Transition Ceremony serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the Gaston Point Community Center to Gaston Point Head Start in support of the 2023 Transition ceremony and the City of Gulfport.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



Facility Use Fee Waiver Request Form

Date of Request: 4/24/2023

Name of Person Submitting Request: Syncerety Bender

Organization or Group Requesting Fee Waiver:

Name: Gaston Point Head Start

Address: 1526 Mills Ave Phone Number: 228-241-2179
Gulfport MS.39501

Reason for Fee Waiver Request:

We are requesting the building for our transition ceremony(graduation).

Primary Contact Person:

Name: Shuwanda Hardy

Address: 1526 Mills Ave. Gulfport Ms 39501

Phone Number: 662-418-5415 E-Mail Address: srh571@msstate.edu

Facility/facilities requested: GASTON POINT Date/s of Event: 5/25/2023

Event Type: Transtion Program

Event Time(start and end): 10:00am-12:00pm

Date/s Required for Set Up and Breakdown: May 26, 2023

Anticipated Attendance (Number of Persons per day): 75

Fee Waiver Total: Rental Fee: \$ 40 X 5 Hours = \$ 200.00
(Must include set-up and breakdown times)

non-profit rate \$40 per hour



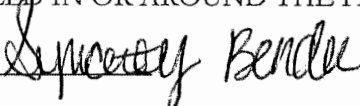
Facility Use Fee Waiver Request Form

Circle one:

- | | Y | or | N |
|--|-------------------------------------|----|-------------------------------------|
| • Is applicant a 501 (c) non-profit pursuant to applicable IRS regulations?
<i>If yes please, provide us with a copy of your 501 (c) non-profit status with this request.</i> | ☒ | | ☐ |
| • Does applicant intend to sell vendor space or tables? | ☐ | | ☒ |
| • Is there a charge to enter this event? | ☐ | | ☒ |
| • Is it open and free to the public? | ☐ | | ☒ |

Submit all documents to Reggie Sims at rsims@gulfport-ms.gov or submit to the facility at the time of completing the Facility Use Application. All Fee Waiver Request must be approved by the City Council. Please note that if your request is approved, you will be responsible for set-up and breakdown of your event (setting up tables and chairs).

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE ITEMS AND STATEMENTS IN THIS REQUEST FOR USE AND ATTEST THAT ALL ARE TRUE. I FURTHER UNDERSTAND THAT THE EVENT DESCRIBED HEREIN SHALL FURTHER BE GOVERNED BY AN ACCOMPANYING AGREEMENT FOR USE OF THE FACILITY AND THE APPLICANT AGREES TO ABIDE BY THE TERMS THEREOF AS WELL AS ANY AND ALL POLICIES THAT THE CITY MAY PROSCRIBE. IT IS FURTHER UNDERSTOOD THAT THE CITY OF GULFPORT, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO REFUSE TO ALLOW THE EVENT AND/OR CERTAIN ACTIVITIES OF THE EVENT, AS DESCRIBED HEREIN TO BE HELD IN OR AROUND THE FACILITY.

Sincerety Bender 

SIGNATURE

Sincerety Bender

PRINTED NAME

04/24/2023

DATE



Date: April 20, 2021
Letter ID: L0719643840



Date: April 20, 2021
Letter ID: L0719643840

If the facts and circumstances presented in your request are accurate, complete and do not change for the seven (7) year period indicated above, the person for whom it was requested can rely upon this ruling unless and until there is a change in the law or regulation or the issuance of judicial decision that indicates the ruling is no longer correct or the DOR retracts the ruling. The DOR does reserve the right to retract this ruling if it later determines on its own review that the ruling is incorrect. Such retraction will be in writing and the effect of the retraction will be prospective from the date of the retraction letter.

Sincerely,

Ronnie Lynch

Mississippi Department of Revenue

00010204001184020200 - 006



P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # mL0004 v. V10

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

P. O. Box 2508
Cincinnati, OH 45201

Date: May 30, 2000

Mississippi State University
P.O. Box 5227
MS State University, MS 39762-5227

Person to Contact:

Bob Edwards 31-04014
Customer Service Representative

Toll Free Telephone Number:

8:00 a.m. to 9:30 p.m. EST
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

64-6000819

COPY

Dear Sir or Madam:

This is in response to your request for affirmation of your organization's exempt status.

In February 1960, we issued a letter that recognized your organization as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information submitted with the application, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii). That classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's purposes, character, method of operations, or sources of support have changed, please let us know so we can consider the effect of the change on the organization's exempt status and foundation status.

Revenue Procedure 75-50, published in Cumulative Bulletin 1975-2 on page 587, sets forth guidelines and record keeping requirements for determining whether private schools have racially nondiscriminatory policies as to students. Your organization must comply with this revenue procedure to maintain its tax-exempt status.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, they are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Mississippi State University
64-6000819

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

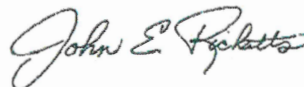
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts
Director, TE/GE CAS



04/27/2023

Cindy Speer
C/O City of Gulfport
C/O Francis X Collins Lifetime Fitness Center

RE: Request to use pool

To whom it may concern,

We are looking for a couple dates & times to schedule some of our swim evaluations next month. What would availability be like for the month of May?

We have about 8 people due for tests, but will probably need a couple dates so they have some choices.

I am thinking of targeting Mondays & Thursdays starting mid-month, but this isn't set in stone.

As we discussed on the phone earlier, my cell is 972-841-3859.

Thank you,

Michaela Fruci
Dive Operations
mfruci@msaquarium.org

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE SENIOR ALLIANCE SENIOR EDUCATION EVENT, AND FOR RELATED PURPOSES

WHEREAS, the Senior Alliance plans to host a senior education event on July 6, 2023, at the Lyman Community Center; and

WHEREAS, the Senior Alliance has requested that the City provide an in-kind contribution in the form of a fee waiver for the use of the Lyman Community Center for this event; and

WHEREAS, City of Gulfport receives advertising thru the advance promotion of this event which provides an enrichment opportunity for seniors along the Mississippi Gulf Coast; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev. 2003) that an expenditure in the form of an in-kind donation (waiver of \$840.00 rental fee) of the use of the Lyman Community Center to the Senior Alliance in support of its senior education event serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the Lyman Community Center to the Senior Alliance in support of its 2023 senior education event.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



Facility Use Fee Waiver Request Form

Date of Request: 04/18/2023

Name of Person Submitting Request: Leslie Bucklar

Organization or Group Requesting Fee Waiver:

Name: Senior Alliance

Address: 180 Debuys Rd Phone Number: 601-983-6198
Biloxi, MS 39531

Reason for Fee Waiver Request:

The Senior Alliance is providing Community Resources to the seniors in Harrison Co. We will have several speakers from our community leaders such as Harrison Co, City of Gpt. local physicians.

Primary Contact Person:

Name: Leslie Bucklar

Address: 180 Debuys Rd Biloxi, MS 39531

Phone Number: 601-983-6198 E-Mail Address: leslie.bucklar@oceanshealthcare.com

Facility/facilities requested: Lyman Community Center Date/s of Event: 7/6/23

Event Type: Senior Education Event

Event Time(start and end): 9a-1p

Date/s Required for Set Up and Breakdown: 7/6/23

Anticipated Attendance (Number of Persons per day): 400

Fee Waiver Total: **Rental Fee:** \$ 210 X 4 Hours = \$840
(Must include set-up and breakdown times)



Facility Use Fee Waiver Request Form

Circle one:

- | | Y | or | N |
|--|--------------------------|----|-------------------------------------|
| • Is applicant a 501 (c) non-profit pursuant to applicable IRS regulations?
<i>If yes please, provide us with a copy of your 501 (c) non-profit status with this request.</i> | ☐ | | ☒ |
| • Does applicant intend to sell vendor space or tables? | ☐ | | ☒ |
| • Is there a charge to enter this event? | ☐ | | ☒ |
| • Is it open and free to the public? | ☐ | | ☒ |

Submit all documents to Reggie Sims at rsims@gulfport-ms.gov or submit to the facility at the time of completing the Facility Use Application. All Fee Waiver Request must be approved by the City Council. Please note that if your request is approved, you will be responsible for set-up and breakdown of your event (setting up tables and chairs).

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE ITEMS AND STATEMENTS IN THIS REQUEST FOR USE AND ATTEST THAT ALL ARE TRUE. I FURTHER UNDERSTAND THAT THE EVENT DESCRIBED HEREIN SHALL FURTHER BE GOVERNED BY AN ACCOMPANYING AGREEMENT FOR USE OF THE FACILITY AND THE APPLICANT AGREES TO ABIDE BY THE TERMS THEREOF AS WELL AS ANY AND ALL POLICIES THAT THE CITY MAY PROSCRIBE. IT IS FURTHER UNDERSTOOD THAT THE CITY OF GULFPORT, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO REFUSE TO ALLOW THE EVENT AND/OR CERTAIN ACTIVITIES OF THE EVENT, AS DESCRIBED HEREIN TO BE HELD IN OR AROUND THE FACILITY.

Leslie Bucklar

SIGNATURE

Leslie Bucklar

PRINTED NAME

4/18/2023

DATE



March 18, 2023

To whom it may concern,

The Senior Alliance Group of the Gulf Coast would like to host a senior education event at the Lyman Community Center on Thursday, July 6, 2023.

This event will service our seniors in the Harrison County area and provide them with information from speakers such as the Gulfport Fire Department, police department, SMP (Senior Medicare Patrol), TRIAD, CTA, Coastal Hearing, and many more.

We will have vendors on hand for our seniors and sever lunch. We are limiting our senior audience to 250 seniors.

Thank you,

Leslie Bucklar
Senior Alliance Member
Oceans Behavioral Hospital
Leslie.bucklar@oceanshealthcare.com
Cell: 601-983-6198

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE
PUBLIC DISPLAY OF FIREWORKS AS A PART OF THE CITY'S CELEBRATION OF ITS
125TH ANNIVERSARY, AND FOR RELATED PURPOSES**

WHEREAS, in July 2023, the City of Gulfport celebrates its quasiquicentennial (125th Anniversary) and, as a part of the celebrations surrounding the anniversary, the City plans a fireworks show, from Moses Pier, for the night of July 19, 2023; and

WHEREAS, this public fireworks display, which is free to attend, is open to the general public, provides a public good to the citizens of the City of Gulfport and the entire Gulf Coast; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve, and permit this public display of fireworks.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That, pursuant to Code of Ordinances, Section 10-55(c), the City of Gulfport is granted this written permit for a public display of fireworks on the evening of July 29, 2022, at or near Jones Park in the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE
PUBLIC DISPLAY OF FIREWORKS AS A PART OF THE CITY'S INDEPENDENCE DAY
CELEBRATION, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport annually presents a fireworks display from Moses Pier at or near the Gulfport Small Craft Harbor on July 4th, in celebration of America's Independence Day; and

WHEREAS, this public fireworks display, which is free to attend, is open to the general public, provides a public good to the citizens of the City of Gulfport and the entire Gulf Coast; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve, and permit this public display of fireworks.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That, pursuant to Code of Ordinances, Section 10-55(c), the City of Gulfport is granted this written permit for a public display of fireworks on the evening of July 4, 2022, at or near Jones Park in the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR A LIMITED PERIOD FOR A PUBLIC PURPOSE OR EVENT (2023 SEASON OF CINEMA BY THE SHORE), AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. § 21-19-15 provides that “[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property”; and

WHEREAS, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve “good order” and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public events are held around the City, including the events which are the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve “good order” and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure, including closure to parked vehicles, so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure, including closure to parked vehicles, requested in Exhibit “A” hereto is in the best interest of the City so as to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the portion of street identified in Exhibit “A” hereto shall be closed for the date/times identified in Exhibit “A” (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances), including to parked vehicles, in order to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

SECTION 3. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted,
this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

MAYOR



EVENTS DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Leonard Papania, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: May 4th, 2023

RE: Cinema by the Shore – Road Closure

The 2023 Cinema by the Shore event is scheduled at Jones Park the third Friday of every month through August. The Events Department requests a road closure for the events at the following locations from 5pm until 11pm. This will help keep traffic away from kids and families that are at the event.

Event Area:

- Jones Park Drive

Dates:

- May 19th
- June 16th
- July 21st
- August 18th

*The Public Boat Launches will remain open during the event.

*Citing Ordinance #2988 No Parking Signs will be utilized and installed 96 hours in advance of this event.

*The public event permit application will have to be approved by all city departments and Leonard Papania, CAO.

Thank you in advance for your consideration. Please reach out if you have any questions.

A handwritten signature in blue ink, appearing to read "W. Lehman", written in a cursive style.

William Lehman
Special Events Manager
Office of the CAO



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR A LIMITED PERIOD FOR A PUBLIC PURPOSE OR EVENT (2023 SOUNDS BY THE SEA), AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. § 21-19-15 provides that “[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property”; and

WHEREAS, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve “good order” and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public events are held around the City, including the event which is the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve “good order” and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure, including closure to parked vehicles, so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure, including closure to parked vehicles, requested in Exhibit “A” hereto is in the best interest of the City so as to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the portion of street identified in Exhibit “A” hereto shall be closed for the date/times identified in Exhibit “A” (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances), including to parked vehicles, in order to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

SECTION 3. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted,
this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

MAYOR



EVENTS DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Leonard Papania, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: May 4th, 2023

RE: Sounds by the Sea– Road Closure

The 2023 Sounds by the Sea event is scheduled for Saturday May 27th, 2023, at Jones Park. The event organizer requests a road closure for the event at the following locations from 2pm until 12midnight. This area will be utilized for “back stage” and for Handicap Parking.

Event Area:

- Jones Park Drive

*The Public Boat Launches will remain open during the event.

*Citing Ordinance #2988 No Parking Signs will be utilized and installed 96 hours in advance of this event.

*The public event permit application will have to be approved by all city departments and Leonard Papania, CAO.

Thank you in advance for your consideration. Please reach out if you have any questions.

A handwritten signature in blue ink, appearing to read "W. Lehman".

William Lehman
Special Events Manager
Office of the CAO



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL declaring real property to be surplus property which is no longer used or needed by the municipality, and for related purposes

WHEREAS, the City of Gulfport owns that certain real property located at 12188 Highway 49 N in Gulfport, which is also identified as Tax Parcel No. 0808E-02-030.054 and being the same property acquired by the City in 1995 by virtue of that certain Warranty Deed recorded in the land records of the Chancery Clerk of Harrison County, Mississippi, First Judicial District, at Book 1317, Page 491; and

WHEREAS, the City has not had any municipal use for this property or the improvements thereon for a number of years and anticipates no need for the said property or improvements for the foreseeable future; and

WHEREAS, the City desires to declare the property to be surplus and sell the property (along with the easement also granted in the aforementioned Warranty Deed); and

WHEREAS, the Governing Authority of the City of Gulfport according to § 21-17-1 of the Mississippi Code of 1972, as amended, is vested with authority to determine when real property belonging to the municipality is surplus; and

WHEREAS, the Governing Authority of the City of Gulfport finds that the identified real property, including the easement identified in the aforementioned Warranty Deed, is of no use to the City of Gulfport for any valid municipal purpose, and, is, therefore, surplus real property of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the identified real property and easement are of no use to the City of Gulfport for any valid municipal purpose and are, therefore, surplus real property of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

RESOLUTION OF THE GULFPORT CITY COUNCIL DETERMINING, ESTABLISHING, AND DESIGNATING URBAN RENEWAL AREA OR DISTRICT ALONG 39TH AVENUE AND 31ST STREET WITHIN THE CITY OF GULFPORT, MISSISSIPPI, AS APPROPRIATE FOR URBAN RENEWAL PLANS, PROJECTS, AND DEVELOPMENT, AND FOR RELATED PURPOSES

WHEREAS, the Mississippi “Urban Renewal Law,” Title 43, Chapter 35, Article I of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities in Mississippi, after making certain findings, to undertake and carry out urban renewal plans and projects as defined therein and to exercise various powers within slum and/or blighted areas in the City of Gulfport (“City”), including, but not limited to, those that have been impacted by flood, fire, hurricane, earthquake, storm, or other catastrophes for which the Governor of the State of Mississippi has certified the need for disaster assistance under Federal Law; and

WHEREAS, Hurricane Katrina struck the Mississippi Gulf Coast on August 29, 2005, and caused catastrophic damage to the City, and the Governing Authority, pursuant to Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended, (the "Urban Renewal Act"), including Miss. Code Ann. § 43-35-13(g) (Rev. 2015), has determined that there are still numerous areas within the City, including that more particularly described or set out in **Exhibit “A”** attached hereto along or near 39th Avenue and 31st Street in Gulfport, Mississippi, which remain impacted from this historic natural disaster, as well as other natural disasters and catastrophes that have occurred since Hurricane Katrina, and in need of restoration, redevelopment, and/or new development; and

WHEREAS, the Governing Authority has further determined that that areas described or set out in **Exhibit “A”** attached hereto are (a) blighted and (b) the rehabilitation, conservation,

redevelopment or combination thereof of such areas are necessary in the interest of the public health, safety, morals and/or welfare of the residents of the City; and

WHEREAS, the lands and area that are set forth, described, and/or delineated in attached **Exhibit “A”** that are presently developed or underdeveloped are also determined to be blighted in that (i) there is a need to eliminate unsafe conditions associated with elevated criminal activity emanating from within these areas, to include excessive violent crimes and crimes involving guns, that have had and will continue to have adverse impacts within and surrounding this area and constitute significant threats to the public health and safety, (ii) there is a presence of deteriorated or deteriorating structures, (iii) these have inadequate streets layouts and pedestrian/traffic connectors/pathways, outmoded street patterns, unsuitable topography, or faulty or deficient lot layouts in relation to size, adequacy, accessibility or usefulness, (iv) there is a variety of ownership and defective or unusual conditions of title associated with these properties, and/or (v) there is a prevailing or existing need for the correlation of such areas of the City by streets and modern traffic requirements as well as other factors and conditions that retard development of these areas, collectively or singularly of which substantially impair or arrest the sound growth of the City; and

WHEREAS, in accordance with authorities and powers under the Urban Renewal Act, and other authorities and powers conferred upon the City as a municipality in the State of Mississippi, the Governing Authority does hereby find, determine, establish, and designate that areas set forth, described, and/or delineated in **Exhibit “A”** attached hereto as an “Urban Renewal Area” or district within the City for purposes of urban renewal projects or development in accordance with Miss. Code Ann. § 43-35-1, et seq. (Rev. 2015) and as being appropriate for “Urban Renewal Plans” and/or “Urban Renewal Projects” and/or development within the scope of the Urban Renewal Act,” including any improvements which originate within the district, but by

their nature, also extend outside of the district, such as, without limitation, traffic connectors, pedestrian pathways, and tram/pedestrian bridges.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the Governing Authority hereby finds and determines that the areas that are described, set out, or delineated in **Exhibit “A”** attached hereto, with their extending improvements as referenced above, are blighted areas existing in the City of Gulfport and the rehabilitation, conservation, redevelopment, or a combination thereof, of such areas are necessary and in the interest of the public health, safety, morals or welfare of the residents of the City.

SECTION 3. That the Governing Authority hereby finds and determines that those areas described, set out, or delineated in **Exhibit “A”** attached hereto, with their extending improvements as referenced above, shall be, and hereby are, established and designated as an “Urban Renewal Area” or district within the City, in accordance with Miss. Code Ann. § 43-35-1, et seq. (Rev. 2015), and as an area appropriate for “Urban Renewal Plans,” “Urban Renewal Projects,” and/or development or improvements within the scope of the Urban Renewal Act.

SECTION 4. That the Governing Authority reserves the right to continue to evaluate, assess, establish, and/or designate areas as blighted and in need of rehabilitation, conservation, redevelopment, or a combination thereof, in the best interests of the residents of the City and as “Urban Renewal Areas” or districts and/or otherwise appropriate for Urban Renewal Plans or Projects.

SECTION 5. That this Resolution shall be in effect immediately upon its passage and enactment according to law, or at the earliest date of effect under law, and shall be spread upon the minutes of the City's Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

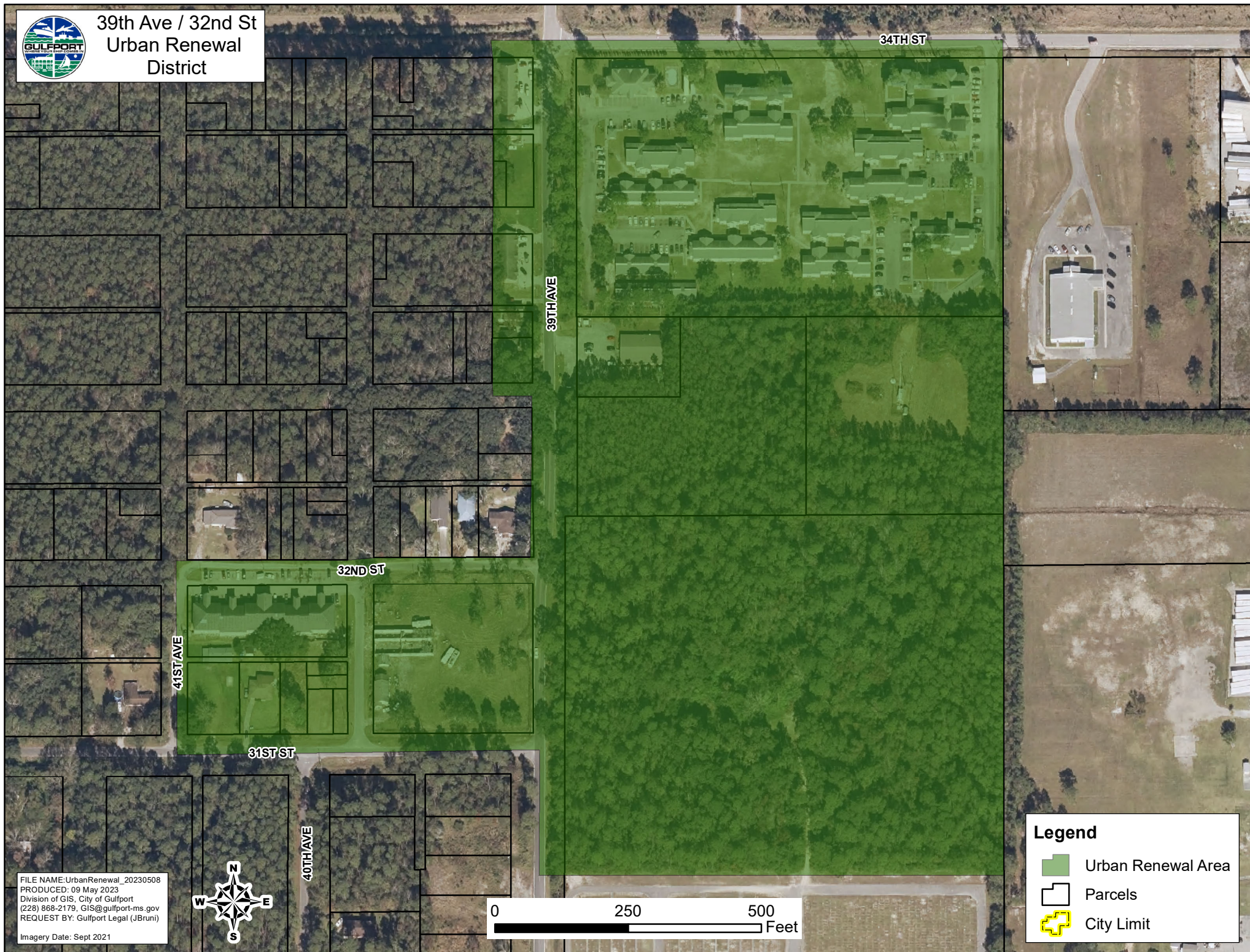
PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

MAYOR



39th Ave / 32nd St
Urban Renewal
District



FILE NAME: UrbanRenewal_20230508
PRODUCED: 09 May 2023
Division of GIS, City of Gulfport
(228) 868-2179, GIS@gulfport-ms.gov
REQUEST BY: Gulfport Legal (JBruni)

Imagery Date: Sept 2021



0 250 500
Feet

Legend

-  Urban Renewal Area
-  Parcels
-  City Limit

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE SPREAD OF COVID-19 AND POTENTIAL ASSOCIATED IMPACTS WHICH
THREATEN TO AFFECT AREAS WITHIN THE CITY,
AND FOR RELATED PURPOSES**

WHEREAS, on March 15, 2020, the Mayor of the City of Gulfport, Mississippi, proclaimed the existence of a “Civil Emergency” pursuant to authority of §45-17-3, *et seq.*, *Miss. Code Ann.* and the existence of a “Local Emergency” pursuant to authority of § 33-15-17(d), *et seq.*, *Miss. Code Ann.* and related statutes due to the spread of Covid-19, a novel coronavirus, within Mississippi and surrounding areas and the potential impacts thereof (illness, injury and death) which threaten to commence in the area and impact an area that includes the City of Gulfport, Mississippi (the “Civil Emergency” and the “Local Emergency” shall hereinafter be referred to collectively as the “State of Emergency”); and

WHEREAS, the Gulfport City Council, on March 17, 2020, on April 7, 2020, on April 21, 2020, on May 19, 2020, on June 16, 2020, on July 7, 2020, on August 4, 2020, on August 18, 2020, on September 8, 2020, on October 6, 2020, on November 3, 2020, on November 17, 2020, on December 8, 2020, January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, June 10, 2021, July 6, 2021, on August 3, 2021, on August 17, 2021, on September 7, 2021, October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October 18, 2022, on November 18, 2022, on December 6, 2022, on

January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, March 21, 2023, on April 11, 2023, and on May 2, 2023, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, because of the “State of Emergency” due to the aforesaid spread of Covid-19 and potential impacts thereof, Mayor Billy Hewes invoked emergency management provisions, including, without limitation, those set out in a Proclamation by the Mayor of the City of Gulfport Declaring a Civil and/or Local Emergency to Exist as a Result of a Threatened or Existing Public Health Emergency (Covid-19), and the Governor of the State of Mississippi declared that the State of Mississippi is, likewise, under a “State of Emergency”; and

WHEREAS, further, due to said “State of Emergency”, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need exists for continuing local emergency management and associated relief from Federal and State agencies to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof, and shall continue until the Mayor and/or Governing Authority determines that conditions warrant the termination thereof.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof.

SECTION 3. That a state emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including emergency expenditures, coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of emergency by the Mayor or the Governing Authority, subject to review by the Governing Authority within thirty (30) days hereof.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Mayor or Governing Authority declares that a state

of emergency no longer exists in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF HURRICANE ZETA ON THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Monday, October 26, 2020, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Hurricane Zeta and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about October 28-29, 2020; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on November 3, 2020, on November 17, 2020, on December 8, 2020, on January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, on June 10, 2021, on July 6, 2021, on August 3, 2021, on August 17, 2021, on September 17, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March

8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October 18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, and on May 2, 2023, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Zeta, and shall continue until the governing body terminates the local emergency once conditions warrant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Zeta.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper

as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE SPREAD OF COVID-19 AND POTENTIAL ASSOCIATED IMPACTS WHICH
THREATEN TO AFFECT AREAS WITHIN THE CITY,
AND FOR RELATED PURPOSES**

WHEREAS, on March 15, 2020, the Mayor of the City of Gulfport, Mississippi, proclaimed the existence of a “Civil Emergency” pursuant to authority of §45-17-3, *et seq.*, *Miss. Code Ann.* and the existence of a “Local Emergency” pursuant to authority of § 33-15-17(d), *et seq.*, *Miss. Code Ann.* and related statutes due to the spread of Covid-19, a novel coronavirus, within Mississippi and surrounding areas and the potential impacts thereof (illness, injury and death) which threaten to commence in the area and impact an area that includes the City of Gulfport, Mississippi (the “Civil Emergency” and the “Local Emergency” shall hereinafter be referred to collectively as the “State of Emergency”); and

WHEREAS, the Gulfport City Council, on March 17, 2020, on April 7, 2020, on April 21, 2020, on May 19, 2020, on June 16, 2020, on July 7, 2020, on August 4, 2020, on August 18, 2020, on September 8, 2020, on October 6, 2020, on November 3, 2020, on November 17, 2020, on December 8, 2020, January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, June 10, 2021, July 6, 2021, on August 3, 2021, on August 17, 2021, on September 7, 2021, October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October 18, 2022, on November 18, 2022, on December 6, 2022, on

January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, March 21, 2023, on April 11, 2023, and on May 2, 2023, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, because of the “State of Emergency” due to the aforesaid spread of Covid-19 and potential impacts thereof, Mayor Billy Hewes invoked emergency management provisions, including, without limitation, those set out in a Proclamation by the Mayor of the City of Gulfport Declaring a Civil and/or Local Emergency to Exist as a Result of a Threatened or Existing Public Health Emergency (Covid-19), and the Governor of the State of Mississippi declared that the State of Mississippi is, likewise, under a “State of Emergency”; and

WHEREAS, further, due to said “State of Emergency”, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need exists for continuing local emergency management and associated relief from Federal and State agencies to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof, and shall continue until the Mayor and/or Governing Authority determines that conditions warrant the termination thereof.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof.

SECTION 3. That a state emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including emergency expenditures, coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of emergency by the Mayor or the Governing Authority, subject to review by the Governing Authority within thirty (30) days hereof.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Mayor or Governing Authority declares that a state

of emergency no longer exists in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

MAYOR

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>05/16/23</u>
Department #	<u>611</u>	Budget Amendment Number:	<u>2023-82</u>
Department Name	<u>Urban Development</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
<u>Urban Development</u>				
Personnel Services	<u>1,477,963</u>	<u>360,133</u>	<u>(35,712)</u>	<u>1,802,384</u>
Supplies	<u>31,036</u>	<u>2,600</u>	<u>-</u>	<u>33,636</u>
Other Services	<u>176,272</u>	<u>3,650</u>	<u>-</u>	<u>179,922</u>
Capital	<u>21,000</u>	<u>600</u>	<u>-</u>	<u>21,600</u>
Total	<u>1,706,271</u>	<u>366,983</u>	<u>(35,712)</u>	<u>2,037,542</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **19.41%**

SUMMARY:

As requested by the Administration, this budget amendment defunds the Assistant Director of Urban Development position in the Urban Development department.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2023-82

MEMORANDUM

To: City Councilmembers
Billy Hewes, Mayor
Leonard Papania, Chief Administrative Officer

From: Samantha Sherrill, Human Resources Manager

Date: May 9, 2023

Subject: Defunding of the Asst. Director of Urban Development position
effective May 15, 2023

DEFUNDING CALCULATION

Position: **Asst. Director of Urban Development**
Defund Date: **May 15, 2023**
Munis Payroll Charge Org: **611**

Current Budgeted Annual Pay for this Position		Journal Entry	
Base Salary	80,641	611-600100 Salaries	24,800
Longevity		611-601900 PERS	4,315
Education	-	611-602200 FICA	1,897
COLA		611-602500 Life Insurance	248
Certification	-	611-602700 Workers Comp	608
Other	-	611-602600 Health Insurance	3,844
Total	80,641	Total	35,712
Payout on Termination:			
Hours of Comp Time	-		
Hours of Vacation Time	-		

Summary:

The defund date for this position falls within pay period 18. To be conservative, finance defunds all positions by budget amendment as of the last day of the pay period. The overall budget defund amount is calculated by taking the funded value of the remaining time in the fiscal year less any payouts on termination for unused comp and/or vacation time.

Funded Value of Remaining Time:

This results in 16 pay weeks remaining in this fiscal year. Defunding this position will defund personnel services for a gross total of \$35,712 (\$24,800 in salaries and wages and \$10,912 in benefits).

Payouts on Termination:

This results in a payout on termination of \$0 (\$0 in salaries and wages and \$0 in benefits).

Overall Budget Defund Amount:

This results in an overall personnel services defunding totalling \$35,712 (\$24,800 in salaries and wages and \$10,912 in benefits). See the required journal entry above

Thank you for your consideration.

City of Gulfport

Budget Amendment Request

Fund Name	<u>Forfeits and Seizures</u>	Council Meeting Date:	<u>05/16/23</u>
Department #		Budget Amendment Number:	<u>2023-83</u>
Department Name	<u>Forfeits and Seizures</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
Personnel Services	-	-	-	-
Supplies	20,000	29,623	-	49,623
Other Services	-	3,434	-	3,434
Capital	20,000	771,731	320	792,051
Total	40,000	804,788	320	845,108

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **2012.77%**

SUMMARY:

As requested by the Police department, this budget amendment is funded by a restitution check from the Circuit Clerk of Harrison County.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2023-83

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper

Date: April 26, 2023

Re: Increase Line Item

The following check was issued by Connie Ladner's office Circuit Clerk of Harrison County for Restitution for drug related arrests.

Check number (50894) amount of \$60.00 (GPD cases)

I request your permission to place these funds in the account below:

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared Vehicles- 277-630200	\$60.00	
County/Local Shared Revenue 275-493100		\$60.00

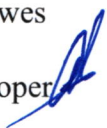
This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

cf

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper 

Date: April 26, 2023

Re: Increase Line Item

The following check was issued by Connie Ladner's office Circuit Clerk of Harrison County for Restitution for drug related arrests.

Check number (50895) amount of \$260.33 (GPD cases)

I request your permission to place these funds in the account below:

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared Vehicles- 277-630200	\$260.33	
County/Local Shared Revenue 275-493100		\$260.33

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>05/16/23</u>
Department #	<u>213</u>	Budget Amendment Number:	<u>2023-84</u>
Department Name	<u>Police</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
Personnel Services	16,114,630	31,076	-	16,145,706
Supplies	1,884,706	38,007	196	1,922,909
Other Services	2,428,830	108,615	-	2,537,445
Capital	162,000	151,868	-	313,868
Total	20,590,166	329,566	196	20,919,928

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **1.60%**

SUMMARY:

As requested by the Police department, this budget amendment is funded by a check from PropertyRoom.com.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2023-84

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Adam Cooper

Date: April 26, 2023

Re: Budget Amendment

The following check was issued to the City of Gulfport from PropertyRoom.com. I request your permission to place these funds in the account below.

Check Number (63105) amount of \$195.75

Account Number	Increase Amount	Increase Amount
Police Revenue 010-502500		\$195.75
Photo & Fingerprint 213-615200	\$195.75	
TOTAL	\$195.75	\$195.75

I appreciate your help. If you have questions, please call.

CF

City of Gulfport

Budget Amendment Request

Fund Name	CNET	Council Meeting Date:	05/16/23
Department #		Budget Amendment Number:	2023-85
Department Name	CNET		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	-	-	-	-
Supplies	-	1,486	-	1,486
Other Services	-	-	-	-
Capital	40,000	-	166	40,166
Total	40,000	1,486	166	41,652

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **4.13%**

SUMMARY:

As requested by the Police department, this budget amendment is funded by checks received for CNET purposes.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

☒ **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

☐ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2023-85

Gulfport Police Department

Interoffice Memo

Date: May 1, 2023

To: Mayor Billy Hewes and City Council Members

From: Adam Cooper, Chief of Police 

Re: Budget Amendment

The following check was received and I ask that you deposit the amount into the listed line items in the Coastal Narcotics Enforcement Team budget.

This money comes from CNET cases where restitution has to be paid from defendants.

Check Number 50974 in the amount of \$166.25

Total..... \$166.25

Revenue line item 285-492600.....\$166.25

Expense line items to be increased:

286-630100 Police Narcotics Task Force Capital \$166.25

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper 

Date: April 27, 2023

Re: Budget Amendment

I request your permission to transfer the following funds from Police Services Reimbursement (010-502500) to Training Programs (213-622300) to be used to fund future Police Academy Classes.

Line Item	Decrease	Increase
Police Services Reimbursement 010-502500	\$17,500.00	
Training Programs 213-622300		\$17,500.00
Total	\$17,500.00	\$17,500.00

I appreciate your help. If you have any questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>05/16/23</u>
Department #	<u>213</u>	Budget Amendment Number:	<u>2023-86</u>
Department Name	<u>Police</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
Personnel Services	16,114,630	31,076	-	16,145,706
Supplies	1,884,706	38,203	-	1,922,909
Other Services	2,428,830	108,615	17,500	2,554,945
Capital	162,000	151,868	-	313,868
Total	20,590,166	329,762	17,500	20,937,428

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **1.69%**

SUMMARY:

As requested by the Police department, this budget amendment funds future police academy class costs from police services reimbursements received.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2023-86

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>05/16/23</u>
Department #	<u>148</u>	Budget Amendment Number:	<u>2023-87</u>
Department Name	<u>General Admin and Finance</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
Personnel Services	<u>2,437,456</u>	<u>(233,892)</u>	<u>-</u>	<u>2,203,564</u>
Supplies	<u>55,230</u>	<u>23,183</u>	<u>-</u>	<u>78,413</u>
Contractual Services	<u>1,407,275</u>	<u>88,604</u>	<u>15,000</u>	<u>1,510,879</u>
Capital	<u>12,775</u>	<u>14,150</u>	<u>-</u>	<u>26,925</u>
Total	<u>3,912,736</u>	<u>(107,955)</u>	<u>15,000</u>	<u>3,819,781</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **-2.38%**

SUMMARY:

As requested by the Events Department, this budget amendment appropriates funds for the City of Gulfport's 125th Birthday Celebration.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2023-87

March 17, 2023

Mr. Jeremy Harrison, P.E.
Assistant City Engineer
City of Gulfport
4050 Hewes Avenue
Gulfport, Mississippi 39507

Subject: Defense Community Infrastructure Pilot (DCIP) Program
Grant Application Development.

Dear Mr. Harrison:

We are pleased to provide you with a proposal to assist the City of Gulfport in preparing the grant application for the Defense Community Infrastructure Pilot (DCIP) Program. Outlined below, please find the proposed scope of services along with the associated costs. We are proposing one element of work at this time for your consideration. Element One is the preparation of the grant application and associated documentation.

Element One – Grant Application Preparation

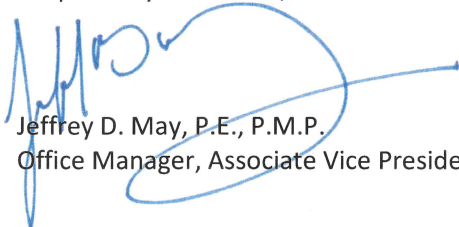
Develop the grant application package in accordance with the DCIP Notice of Funding Opportunity (pending). The application will include a project description, military installation needs, detailed cost estimate (MBI will satisfy the Third-Party requirement), and an overall development schedule. A preliminary project layout along with a typical section will be developed and included. We will coordinate with project stakeholders to garner letters of support for the project and assist the City of Gulfport with the submittal of the grant application.

Proposed Lump Sum Fee - \$3,510.00

The agreement and specific scope of services have been prepared in accordance with our understanding of the project and the overall goals for the City Gulfport. We are available at any time review and discuss the agreement with you or your staff.

We appreciate the opportunity to provide the City of Gulfport a proposal for these services and look forward to working with you and your staff. Should you have any questions or require any additional information, please do not hesitate to contact me at (228) 818-2839.

Respectfully submitted,



Jeffrey D. May, P.E., P.M.P.
Office Manager, Associate Vice President

Exhibit B Fee Estimate

Pass Road Improvements - DCIP Grant

1) DIRECT LABOR:								
	Operations Manager	Project Manager	Senior Planner	Engineer	Planner	Designer	Technician	Totals
Element One	DCIP Grant Preparation							
	Grant Application Development	1	4		4		4	
	Coordination with City and NCBC	1	4		4		4	
Total Hours	2	0	8	0	8	0	8	
Average Hourly Rate	\$275.00	\$165.00	\$165.00	\$115.00	\$115.00	\$80.00	\$60.00	
Cost	\$550.00	\$0.00	\$1,320.00	\$0.00	\$920.00	\$0.00	\$480.00	
2) OTHER DIRECT COSTS:								
	Description	Quantity		Unit	Unit Cost			
	Black and White Prints	100		Each	\$1.00			\$100
	Mileage	200		Miles	\$0.665			\$133
	Total ODCs							\$240.00
3) TOTAL FIXED FEE								
								\$3,510.00

CLIENT CONTRACT GENERAL TERMS AND CONDITIONS

DEFINITIONS: "MICHAEL BAKER" shall mean Michael Baker International, Inc. and "CLIENT" shall mean City of Gulfport, MS, the Client as named in this Agreement. "Project" is as described in Exhibit A.

STANDARD OF CARE: The standard of care applicable to MICHAEL BAKER's services shall be that degree of skill and diligence normally employed by professionals or consultants performing the same or similar services as MICHAEL BAKER provides to CLIENT under this Agreement.

PAYMENT: Payments shall be made monthly by the CLIENT to MICHAEL BAKER based on invoices submitted by MICHAEL BAKER. CLIENT shall also pay MICHAEL BAKER a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of 1.5% per month.

TIME OF PERFORMANCE: MICHAEL BAKER shall commence work upon receipt of written notice to proceed from CLIENT and shall complete the work within the time period set forth in this Agreement, subject to any delays caused by CLIENT, other agencies involved in the work or any other parties, force majeure or events not under the control of MICHAEL BAKER.

MODIFICATIONS: If CLIENT requires modifications and/or changes caused through no fault of MICHAEL BAKER, and if such modifications and/or changes are required after services have been performed, or in the event CLIENT desires additional work not covered by this Agreement, MICHAEL BAKER shall perform such work as ordered by CLIENT in writing and shall be paid for such work as may be agreed between CLIENT and MICHAEL BAKER, or on the basis of direct payroll costs chargeable to such work plus overhead in effect at the time of performance applied to the total of all such payroll costs plus profit.

SUSPENSION OR TERMINATION: In the event the work is terminated or suspended by CLIENT prior to the completion of this Agreement, MICHAEL BAKER shall be paid an equitable amount proportional to the services rendered and expenses incurred through the date of termination or suspension, plus reasonable profit and termination costs.

LEGAL COST, PERMITS, FEES, ETC.: CLIENT shall furnish or compensate MICHAEL BAKER for all legal services and opinions, and for permits, review fees, etc., necessary for the performance of the services to be rendered by MICHAEL BAKER.

INDEMNIFICATION: Except as stated below, MICHAEL BAKER shall indemnify and save harmless CLIENT from third-party claims, lawsuits or direct losses relating thereto that are solely caused by MICHAEL BAKER's negligence in the performance of MICHAEL BAKER's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous materials or substances on the Project, including removal, disposal or cleanup or environmental liability, CLIENT shall indemnify, save harmless and defend MICHAEL BAKER from and against all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of MICHAEL BAKER's services, or claims against MICHAEL BAKER arising from work of others or claims arising out of or related to the presence of hazardous materials or substances in the Project.

LIMIT OF LIABILITY: To the fullest extent permitted by law, CLIENT agrees to limit MICHAEL BAKER's liability to CLIENT and to all construction contractors or subcontractors on the Project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to MICHAEL BAKER's negligence, strict liability, breach of contract, or breach of warranty, such that the total aggregate liability of MICHAEL BAKER to all those named shall not exceed \$100,000 or the total fee paid for MICHAEL BAKER's services rendered on the Project, whichever is less.

WAIVER OF CONSEQUENTIAL DAMAGES: Under no circumstances shall MICHAEL BAKER be liable to CLIENT for any consequential damages, including but not limited to loss of use or rental, loss of profit, loss of revenue, loss of customers or contacts, or cost of any financing, however caused, including MICHAEL BAKER's fault, whether such a claim sounds in contract, warranty, tort (including negligence), strict liability or otherwise.

COMPLIANCE WITH LAW: MICHAEL BAKER shall comply with all applicable provisions of Federal, State and local laws or regulations relating to employment.

SUPPLEMENTS TO AGREEMENT. The following exhibits are an integral part of this Agreement:
Exhibit A [Proposal Letter and Scope of Work];
Exhibit B [Fee Estimate]

SEVERABILITY: If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

DEFENSE OF CLAIMS: In the event of a public hearing or arbitration or any other proceeding, formal or informal, relating in any way to the Project, CLIENT agrees to compensate MICHAEL BAKER for all costs incurred or related to such proceeding, including but not limited to that necessary for preparation, responding to requests by any party, appearance at depositions or trial, or any other matter involving any such hearing or proceeding. Compensation shall be based upon hourly rates mutually agreed to by the parties or, in the absence of agreed-to rates, then the pay provisions under MODIFICATIONS hereinabove shall apply. This provision does not apply to proceedings to which MICHAEL BAKER is a party nor to cases where such services are part of the agreed scope of services.

FORCE MAJEURE: MICHAEL BAKER shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of CLIENT or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of MICHAEL BAKER. The compensation due MICHAEL BAKER and the schedule governing the timing for MICHAEL BAKER's performance shall be equitably increased and extended, respectively, to address any such impacts to MICHAEL BAKER's performance.

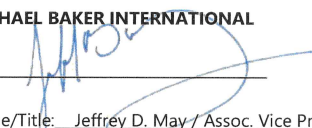
REUSE OF WORK PRODUCT: Any reuse of MICHAEL BAKER's work product without written verification or adaption by MICHAEL BAKER will be at the CLIENT's own risk and without liability or legal exposure to MICHAEL BAKER. The CLIENT shall indemnify and hold harmless MICHAEL BAKER from all claims, damages, losses and expenses, including reasonable attorney's fees and costs, arising out of or resulting therefrom. Any such verification or adaption will entitle MICHAEL BAKER to further compensation at rates to be agreed upon by the CLIENT and MICHAEL BAKER.

DEBARMENT CERTIFICATION: By entering into this Agreement, the parties certify that to the best of their knowledge, they are not presently suspended, debarred or otherwise sanctioned by a state or the federal government, or conduct restricted business with sanctioned countries or sanctioned entities, which are listed by the United States Department of the Treasury, Office of Foreign Asset Control or the United States Department of Commerce, Bureau of Industry and Security.

ENTIRE AGREEMENT AND APPLICABLE LAW: This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, supersedes all other agreements pertaining thereto, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto. To the fullest extent permitted by law, this Agreement shall be governed by Pennsylvania law, excepting conflicts of law principles

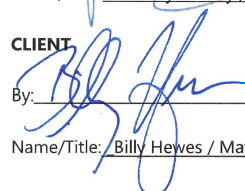
IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have executed this Agreement as of the dates indicated below (with the effective date being the date of issuance of the written notice to proceed from CLIENT):

MICHAEL BAKER INTERNATIONAL

By:  Date: 3/17/2023

Name/Title: Jeffrey D. May / Assoc. Vice President

CLIENT

By:  Date: 5/3/23

Name/Title: Billy Hewes / Mayor, City of Gulfport

3/17/2023



Document date: 3/22/2023

City of Gulfport Software Services Agreement

Start Date:	March 12, 2023
End Date:	March 11, 2024
Client:	City of Gulfport, Mississippi
Location:	Gulfport, MS
System:	Intellistreets Multimedia Lighting and Audio
Lighting Hardware:	Sternberg
Infrastructure:	Local Light Pole Electronic Control Modules (ECMs), and Gateways plus Cloud Services

1.0 Contract Scope

This contract addresses the system monitoring, during testing, and before the illuminating concepts. Upon training and turnover of the system to the client, the client becomes responsible for the data fees. IC will assist the client in the account transfer. Data fees are those that are charged by Internet Service Providers to gain access to the Internet, like the charges paid for a mobile device.

The IntelliStreets Operating System is cloud based. The fees listed below include the cost of cloud services paid by IC on behalf of the client and included in the monthly services charges. There may be accessories included in the project Scope of Work. Some accessories require their own cloud management system. If applicable, these fees will be shown below.

1.1 Definitions

- **Remote System Monitoring Services:** 24-hour remote monitoring via a high-speed Internet connection from Guilford, MS to IC's computer network system in Farmington Hills. This system provides real-time reporting and status of system critical devices. When a failure occurs, the system will send notification of that failure via email or designated cell phone text message to assigned onsite staff.
- **Remote System Monitoring:** 24-hour remote monitoring via a high-speed Internet connection from Guilford, MS to IC's computer network system. This system provides remote operation, real-time reporting, and status of system critical devices in the system.

Specifics of these checks under the program are as follows:

- **Full-time (24x7) Monitoring Package.** The services package performs 10-second critical checks on all networked equipment (cloud appliances, gateways, and lighting or multimedia nodes). Failures are logged and reported by email or cell phone text message to "Client" support services.
- **Phone Support:** Under the terms of this agreement "Client" will receive 2 hours of phone support per month during normal IC business hours of 8:00 a.m. to 6:00 p.m. Eastern Time. This may include a connection to the site remotely by the technician to assist in evaluating problems or offering additional assistance.
- **Call-Out Time:** This section addresses problems beyond the scope of the monitoring program. If technicians are required, the charges are listed in the call out rates section 8.0 of this document.

1.2 Network Connectivity

Network connectivity is the responsibility of "Client" or the client. The connection is used for implementing the function and timing changes to the programming of the local site devices. IC is not responsible for the continuous operation of the local network connection and cannot be held accountable for problems that may arise if the connection fails at any time.

2.0 Remote System Monitoring

24-hour systems monitoring will be performed at Illuminating Concepts via the network connection installed and maintained by the client or "Client", to continuously monitor each component of the Intelligent Lighting System. Remote monitoring is essential - allowing the site to report critical problems, and to allow proactive uploading of the latest software, and system security updates.

IC monitoring services include the following:

- Via the network connection installed, IC will provide 24-hour, 365-day monitoring of each of the critical components of the system.
- IC will monitor each cloud appliance, gateway, and lighting node that resides on the network. IC will monitor all the available inputs and outputs (where present) of the individual components to verify and confirm they are all in proper working condition.
- In the event of any scheduled cue failure, or any system critical gear failure, the site Monitoring System will send a message to our central computer network. The messages are forwarded, by email or cell phone text message, to the assigned client onsite staff.

2.1 Technical Support

Technical support is a telephone or email-based discussions with "Client" or client's local repair personnel to assist in diagnosis and repair of lighting and multimedia control related systems. **The charges for this service are included in this agreement up to a maximum of 2 hours per month.**

Technical support also includes telephone or email-based discussions with management personnel to initiate a setting or to assist in the diagnosis of a control system issue.

Technical support does not include onsite infrastructure hardware or media equipment analysis or repair. IC will assist remotely in diagnosis and repair of all hardware failures. Each reported and validated failure will consist of separate parts and labor agreement.

3.0 Response Procedure

Technical Support conducted over telephone or email will be addressed during normal IC business hours only (8:00-18:00 EST).

Under this agreement, IC will email or cell phone text message "Client" support staff only. IC is not required to make any person-to-person contact with local site staff to make them aware of any system failures.

4.0 Limitations

It is possible that some recurring system control and monitoring issues may arise due to building or installation issues which may require IC to re-negotiate this agreement such as building vibration, air quality, and power fluctuations. Damage caused by Acts of God, war, water, fire, sabotage, terrorist acts, or power problems are not the responsibility of IC. Any service limitations resulting in "down time" for equipment is not the responsibility of IC.

6.0 Software and Firmware Updates

Software and firmware updates are included in this agreement. Scheduled updates will occur quarterly if required. The client will be notified prior to the update. These will occur after 12 AM Eastern Standard Time.

7.0 Fee Summary

All services will commence upon completion and sign-off the agreed proposal.

Base Services under this base agreement include:

- Normal Business Hours Email or Telephone Support
- IC Systems Monitoring Services using full-time key component monitoring and logging services.
- Operational System assistance to include:
 - Local Site Component Diagnosis
- Monitoring System Software – updates as released

8.0 Technical Support and Call-Out Rates

Hourly technical support not specifically identified in the document or outside of normal business hours are subject to Call Out rates. Call Out rates apply when additional service is requested by the client over and above those specifically provided for in this agreement. All technical support hours will be logged and reported to "Client's" designated manager of IT monthly via email throughout the duration of the term of the agreement.

For Hourly Technical Support, such as Content update, New Media Content Creation, and Special Programming are not covered in the device base fees:

- The minimum hourly charge is one (1) hour
- Hourly rates are \$150.00 per hour USD billed in ½ hour increments.

- After hours (nights after 6 PM), weekends and USA holidays will incur a rate of \$250.00 USD billed in ½ hour increments.

For Call-Out responses requiring the use of IC Local Maintenance to be on site:

- The minimum Call-Out charge is three (3) hours plus travel time calculated at 1-hour minimum
- Call out rates are \$150.00 USD per hour
- After hours (nights after 6 PM), weekends and "local" national holidays will incur a rate of \$250.00 USD per hour

For extended Call-out responses requiring the use of IC staff or 3rd party repair personnel on site:

- Call-Outs will be charged by day fee plus travel and reimbursable expenses at cost plus 10%
- Day fee rates are as follows:
 - IC Design and technical support personnel - **\$1500/day**

Base Monitoring and Support Services Fees: Devices included under this agreement are:

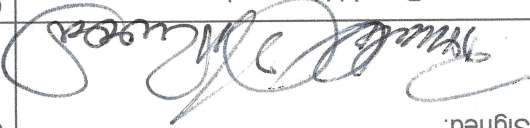
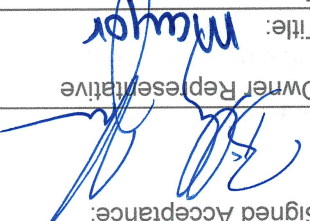
Recurring Fees: \$1,215.00 billed Semi-annually (Total Annual \$2,430.00)

Semi-annual billing to be invoiced 6 months after services are rendered (Sept. 12 & March 11)

3 Gateways @ \$67.50 per Gateway per month = \$202.50 per month

Includes \$50 per month per gateway for data fees at cost, and \$67.50 per month per gateway for cloud, monitoring, software updates, and technical support.

All services are based on an annual agreement that is renewable upon review of the client's needs.

Signed:		Title:	Ronald Harwood President/CEO	For: Illuminating Concepts Farmington Hills, Michigan	Date:	03.23.2023
Signed Acceptance:		Owner Representative	Mayor	For: City of Grafton	Date:	May 3, 2023

No modification of this Agreement shall be binding unless made in writing and signed by "Client" and IC. No acknowledgment form or another form of IC or "Client" containing the terms and conditions of sale submitted by IC or "Client" shall have the effect of modifying the terms and conditions hereof notwithstanding any act of either "Client" or IC with respect to the goods and services and payment thereof, and all deliveries of the goods and performance of the services by IC shall be deemed to be only upon the terms and conditions of this Agreement, unless modified as previously mentioned.

THE PARTIES SIGNED BELOW HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

MODIFICATION

This Agreement shall take effect only upon the signing of both parties with a full understanding of all contract terms.

EFFECT OF AGREEMENT

"Client" Monitoring and Software Agreement 3/12/2022

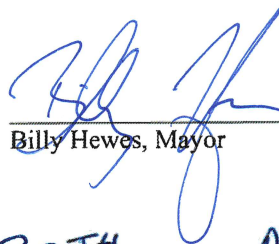
ADDENDUM No. 6 TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
City of Gulfport & Neel-Schaffer, Inc.

This Addendum is made a part of the Professional Services Contract entered into by and between the *City of Gulfport* (known as the "LPA") and *Neel-Schaffer, Inc.* (known as the "CONSULTANT"), whose address is 772 *Howard Avenue, Biloxi, MS 39530* signed by CONSULTANT on February 13, 2020, and signed by LPA on March 16, 2020.

WHEREAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the *City of Gulfport* and *Neel-Schaffer, Inc.*, do by entering into this Addendum mutually agree to further amend ARTICLE III. CONTRACT TERM of the original contract as afore described herein, in order to extend the Contract Term or period of performance of the Professional Services Contract, said Professional Services Contract is amended as set out below:

ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for Neel-Schaffer, Inc. for environmental documentation and preliminary design of Interconnecting Gulfport BUILD Grant roadway project, MDOT Project Number FBLD-9159-00(001)LPA 108419-811000, Harrison County will change from April 30, 2023 at 11:59 P.M. to April 30, 2024 at 11:59 P.M.

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.



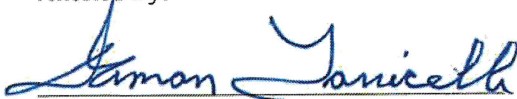
Billy Hewes, Mayor

WITNESS this my signature in execution hereof, this the 20TH day of APRIL 2023.



Steve Twedt, PE

Attested By:



05022023-26

Certificate of Substantial Completion

Project: Repairs to Jones Park Tensile Structures Project No. 178672	Owner: City of Gulfport	
Contract: Repairs to Jones Park Tensile Structures Project No. 178672, City of Gulfport		Date of Contract: 8-3-2022
Contractor: Gibson Maintenance, LLC, 118 Dennis Lane, Long Beach MS 39560		City's Project No.: 00229407

This tentative [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

March 22, 2023

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

N/A

Contractor's Amended Responsibilities:

See the attached punch list items

The following documents are attached to and made part of this Certificate:

N/A

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.



Executed by Engineer

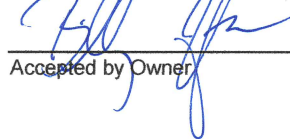
April 21, 2023

Date


Accepted by Contractor

4-21-23

Date


Accepted by Owner

5-3-23

Date

Mississippi Power

Business Description (Apartment Complex, Restaurant, Ball-field, etc.): City Hall Light Addition[illegible]

Project Notes.

Customer agrees to this Lighting Services Agreement with Mississippi Power Company under the attached terms and conditions and authorizes all actions noted on this agreement. Customer also agrees to allow removal and modification of existing MPC assets, and/or Customer Owned assets as needed to provide the Service.

Mississippi Power Company:

Signature: 

Print Name: Giff Ormas

Print Title: Marketing and Sales Director

Date: 05/08/2023

04042023-19

1. **Facilities/Equipment Lease.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Customer grants a license of right of access to MPC (and to MPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require MPC to modify or replace some Facilities.
2. **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing/Lighting Services, P.O. Box 4070, Gulfport, MS 39022-0070. Customer's address for notice is the Mailing Address shown on Page 1.
3. **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW. CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.
4. **Right of Access/Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities presence. Either Customer or the other party must provide notice and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then-current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Lines Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. At between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). IF THE FACILITIES ARE DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-467-3275.
5. **Maintenance/Repairs.** During this Agreement's term, MPC will maintain the Facilities and will bear the cost of Facility repairs or replacement. At non-routine maintenance or repair can be done at the Customer's request and will be billed to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-456-1630. If the Facility damage was caused by Customer or third party, Customer will reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder as to the extent of any such payment obligations and shall not be considered to be in default in respect of a subcontractor to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party.
6. **Safekeeping/Insurance.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer will not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Facilities or this Agreement.
7. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by MPC), and hold harmless MPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorney's fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Facilities, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of MPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.
8. **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.
9. **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by both parties, except that updated contact information (e.g., address, phone number, etc.) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
10. **Pole Attachments.** If Customer desires to attach anything to any Facilities (poles, light fixtures, brackets, etc), Customer must first obtain MPC's written permission. Customer must contact MPC's Lighting Services Business Unit at 877-456-1630 to obtain the proper pole attachment authorization.
11. **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 6" from the grade existing at the time of Facility installation.
- a. **Customer Duty.** If MPC agrees to allow Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely 6-8-10 days notice to MPC that MPC's portion of the Facilities installation can commence.
- b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that Customer must mark all underground obstructions and private utilities and facilities (e.g., gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises. Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.
- c. **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with MPC's Activities, Customer agrees that, as between Customer and MPC, Customer will bear sole responsibility for any and all damages incurred, including MPC and/or third-party damages, and that MPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, rockland, underground stream, buried waste, unstable or unstable soil, underground obstruction, archaeological artifact, burial ground, threatened or endangered species, hazardous substances, etc. not known to Customer or properly identified and marked by Customer. If an unforeseen condition is encountered, MPC, at its sole discretion, may stop all MPC Activity until Customer either remedies the unforeseen condition or agrees to reimburse all MPC expenses arising from the unforeseen condition. Customer will bear all costs of any Facility modification or change requested by Customer or dictated by unforeseen conditions or circumstances outside MPC's control.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials: Date: 4/17/23



DEPARTMENT OF
FINANCE AND
ACCOUNTING

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

EMERGENCY PURCHASE AUTHORIZATION

Governing Authority

Mississippi state statute [Miss. Code Ann. §31-7-13(k)] provides an exception to the bidding requirements for purchases in the case of a declared emergency. Specifically,

(k) *Governing authority emergency purchase procedure.* If the governing authority, or the governing authority acting through its designee, shall determine that an emergency exists in regard to the purchase of any commodities or repair contracts, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority, then the provisions herein for competitive bidding shall not apply and any officer or agent of such governing authority having general or special authority therefor in making such purchase or repair shall approve the bill presented therefor, and he shall certify in writing thereon from whom such purchase was made, or with whom such a repair contract was made. At the board meeting next following the emergency purchase or repair contract, documentation of the purchase or repair contract, including a description of the commodity purchased, the price thereof and the nature of the emergency shall be presented to the board and shall be placed on the minutes of the board of such governing authority.

On August 17, 2021, by resolution, the City Council designated the Mayor, the Director of Finance and Accounting, and the Purchasing Agent as each having the authority to determine the existence of an emergency for the purposes of Miss. Code Ann. §31-7-13(k).

Declared Emergency

On February 2, 2023, the group of protesters, with an intention to disrupt, entered City Hall and breached workspace, beyond our public lobby. The mob escalated the situation to the point where our staff members were fearful and City staff was put at risk.

See the attached response to the event by Mayor Hewes.

Emergency Purchase

The Administration is attempting to procure the goods and services necessary to secure the City Hall building.

The safety of City staff is essential and the competitive bidding requirements dictated through state statutes would be detrimental to the interest of safety of the City employees and the operations of City government.

Authorization

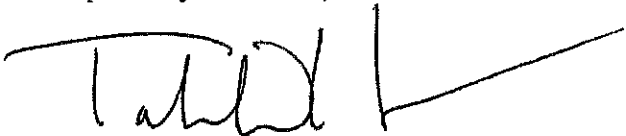
As an individual designated with the authority to determine the existence of an emergency for the purposes of Miss. Code Ann. §31-7-13(k), I hereby authorize the purchase of these goods and services necessary to secure the City Hall building as an emergency purchase and exempt from competitive bidding requirements as allowed under Miss. Code Ann. §31-7-13(k).

Effective Date and Expiration

The effective date of this authorization is February 3, 2023.

This authorization will remain in effect until revoked by the Director of Finance and Accounting or the Purchasing Agent.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Todd D. Harman', followed by a long horizontal line extending to the right.

Todd D. Harman, CPA
Director of Finance and Accounting
City of Gulfport, MS

Todd Harman

From: Billy Hewes
Sent: Thursday, February 2, 2023 7:56 PM
To: City Departments - All Personnel
Subject: City Hall Breach



Today, we experienced an unfortunate event at City Hall where the workspace, beyond our public lobby was breached by a group of protestors who came into the building with an intention to disrupt. With bullhorns blaring, and yelling in general, our employees were made to feel unsafe, but conducted themselves in a most professional manner. Much of what was being said is not fit to repeat. The mob escalated the situation to the point where our staff members were fearful, and an officer was assaulted.

This is an unprecedented event, not in keeping with how we do business, and one that gives us concern for the welfare of our employees. Many of these protestors have been arrested, with more to come, as we continue to investigate how extensive this breach and attempt at intimidation was. We will continue to monitor events and evaluate security measures and protocols for city buildings. If you have concerns related to this event, please do not hesitate to let us know. For these employees affected by this series of events, there are counseling services available at your convenience.

A handwritten signature in black ink, appearing to read "Billy", with a stylized flourish at the end.

Billy Hewes
Mayor
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502
(228) 868-5801



MEMORANDUM – CITY OF GULFPORT

Date: MAY 1, 2023

To: Mayor Billy Hewes
City Council Members

From: Police Department
Code Enforcement Division

Subject: Chapter 3 Notice(s) to be made part of the minutes.

RE: Chapter 3 Notice(s) Of Certain Property Within The City Of Gulfport
per the International Property Maintenance Code (IPMC) For The Said
Properties Being Described:

- Parcel 1: 0908O-02-029.000. Lot 182 & Less W 3 Ft Pine Hill Subd Part 2. Property Located At 2614 West David Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter From Carport. Scott Isabella Case: 10683
- Parcel 2: 0811G-04-124.000. Beg At Ne Cor Of Lot 1 Blk 1 Murphy Add E 61 Ft S 320 Ft To 21st St W 61 Ft N 320 Ft To Beg Part Of Lot 15 Day Baker Division Sec 3-8-11. Property Located At 1703 22nd St. For Violation Of Cut & Clean The Property , Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove/Discard Used Appliances , Remove Or Relocate Furniture. Mobley Clifton & Watson Kathy Case: 10841
- Parcel 3: 1010K-01-029.000. Lot 1 Blk 20 Anniston Estates Unit #1. Property Located At 904 Augustine Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris. Kuhn Freddie D & Karen Case: 11010
- Parcel 4: 0810C-06-026.000. Lots 19 & 20 Blk. 152 North Gulfport. Property Located At 4920 Arkansas Ave. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Stop Major Repairs Or Disassembly, Park In Approved Location. Holmes Esther -EST- Case: 11194
- Parcel 5: 0810C-06-025.000. Lots 21 & 22 Blk 152 North Gulfport Secs 27/28-7-11. Property Located At Arkansas Ave. For Violation Of Remove Or Repair & Legally Tag, Remove Vehicle, Park In Approved Location , Remove/Relocate Rec Vehicle. Babin Evan M Case: 11197
- Parcel 6: 0810C-06-022.000. Lots 31 & 32 Blk. 152 North Gulfport Sec. 27/28-7-11. Property Located At 2508 Harrison St. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Stop Major Repairs Or Disassembly, Remove Clutter And Debris. Brody Daniel Case: 11205

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 20, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

SCOTT ISABELLA
2614 DAVID DRIVE
GULFPORT, MS 39503

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0908O-02-029.000
2614 WEST DAVID DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
CARPORT CLUTTER, IPMC 302.10.1	REMOVE CLUTTER FROM CARPORT

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order.** Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Travis Johnson

Travis Johnson
City of Gulfport Code Official

Case Number: 10683



April 20, 2023

SCOTT ISABELLA
2614 DAVID DRIVE
GULFPORT, MS 39503

CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 09080-02-029.000
2614 WEST DAVID DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
CARPORT CLUTTER, IPMC 302.10.1	REMOVE CLUTTER FROM CARPORT

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hearing.

Respectfully yours,

Travis Johnson
Travis Johnson
City of Gulfport Code Official

Case Number: 10663

Apr 20, 2023 at 15:34

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 27, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

WATSON KATHY
1703 22ND STREET
GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0811G-04-124.000
1703 22ND ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
APPLIANCE(S) OUTSIDE OF BLDG	REMOVE/DISCARD USED APPLIANCES
INDOOR FURNITURE OUTSIDE	REMOVE OR RELOCATE FURNITURE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 10841

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 27, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

MOBLEY CLIFTON
1703 22ND STREET
GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0811G-04-124.000
1703 22ND ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
APPLIANCE(S) OUTSIDE OF BLDG	REMOVE/DISCARD USED APPLIANCES
INDOOR FURNITURE OUTSIDE	REMOVE OR RELOCATE FURNITURE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

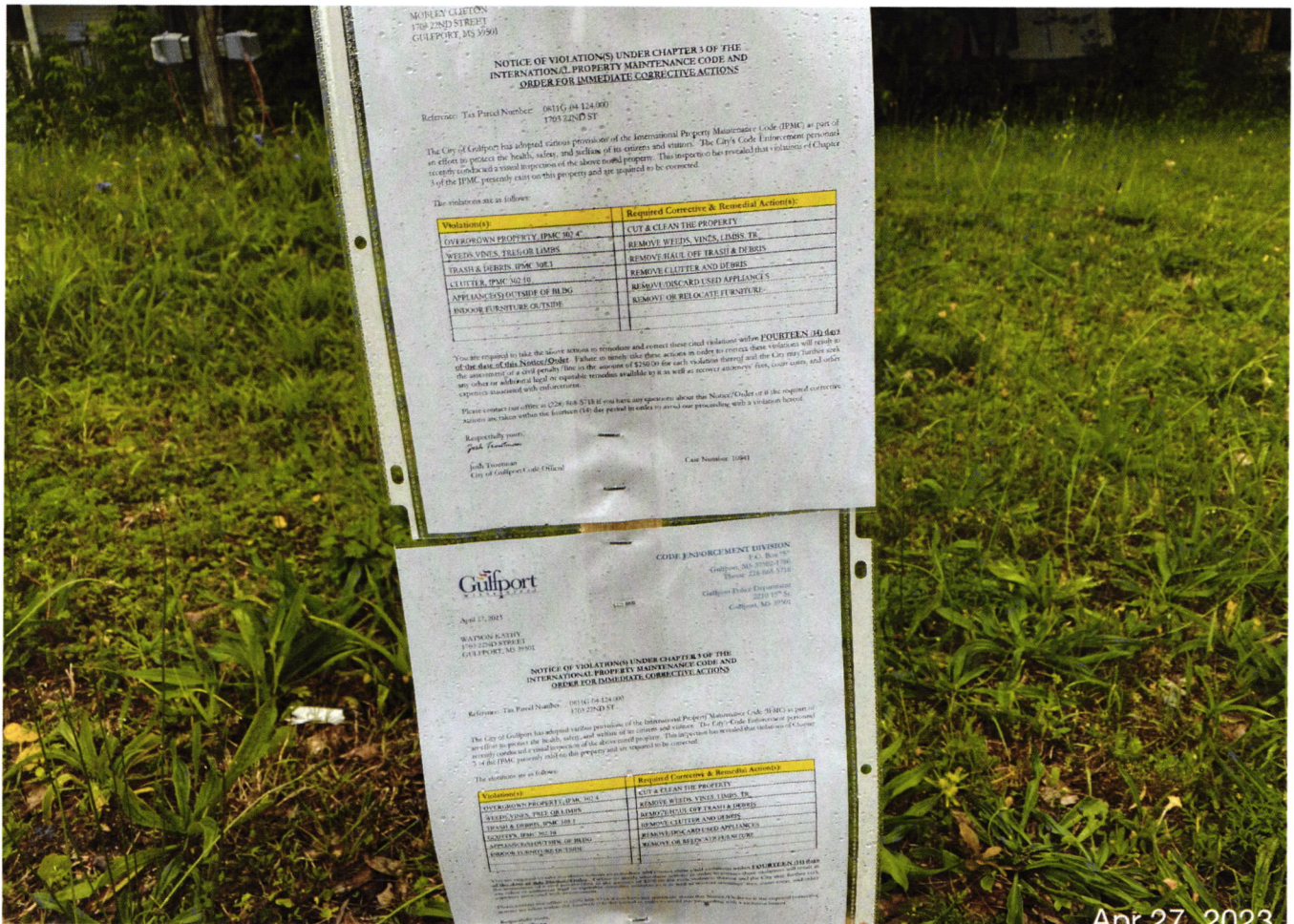
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 10841



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 20, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

KUHN FREDDIE D & KAREN
904 AUGUSTINE DR
GULFPORT, MS 39507

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 1010K-01-029.000
904 AUGUSTINE DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 11010

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 26, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

HOLMES ESTHER -EST-
4920 ARKANSAS AVE
GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0810C-06-026.000
4920 ARKANSAS AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
MAJOR AUTO REPAIR, IPMC 302.8	STOP MAJOR REPAIRS OR DISSEMBL
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION

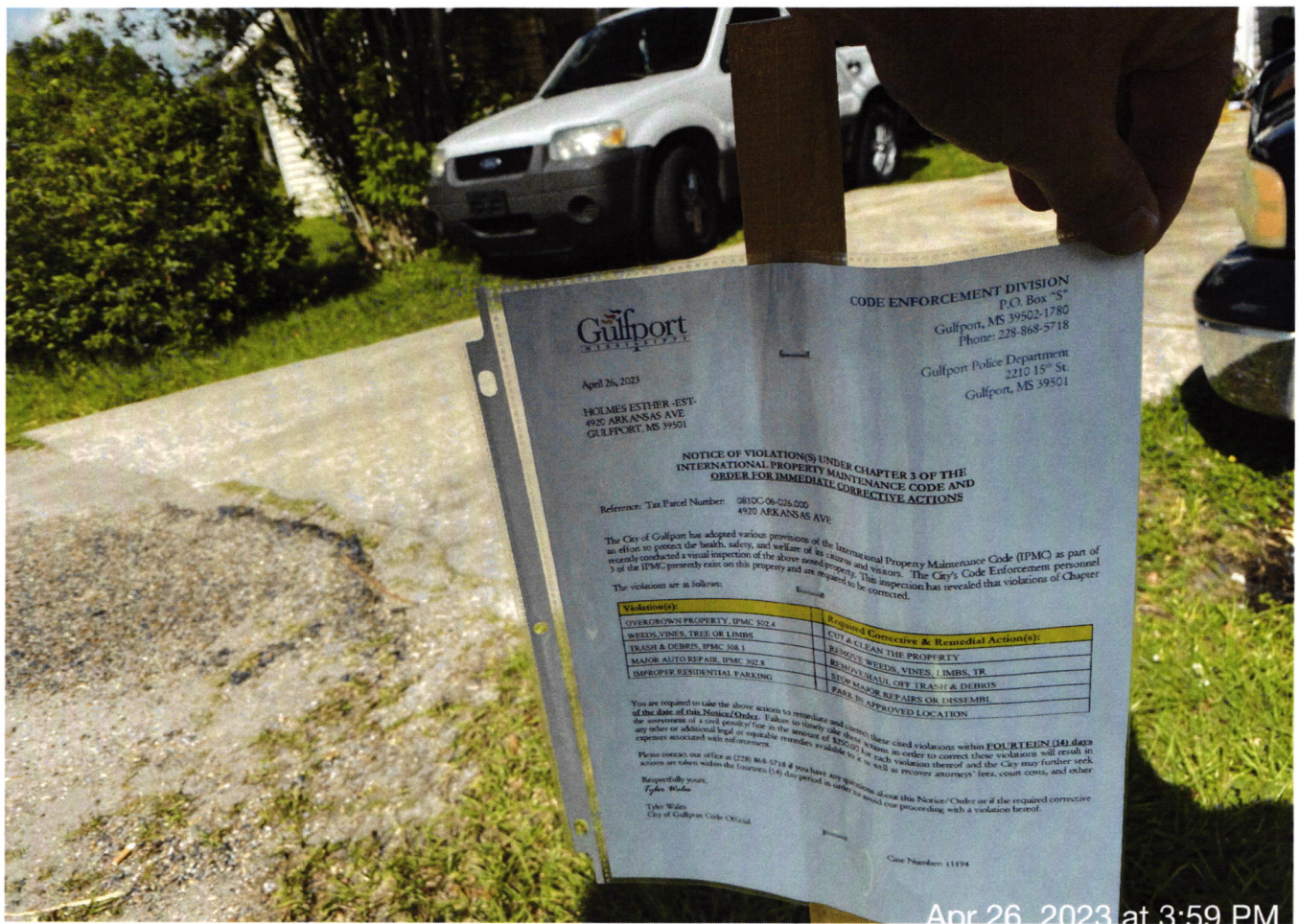
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 11194



Apr 26, 2023 at 3:59 PM





CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 26, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

BABIN EVAN M
617 CARMADELLE ST
MARRERO, LA 70072

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0810C-06-025.000
ARKANSAS AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
VEHICLE ON VACANT LOT	REMOVE VEHICLE
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
RECREATIONAL EQUIPMENT ORD.	REMOVE/RELOCATE REC VEHICLE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 11197

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 26, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

BABIN EVAN M
0 ARKANSAS AVE
GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0810C-06-025.000
ARKANSAS AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
VEHICLE ON VACANT LOT	REMOVE VEHICLE
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
RECREATIONAL EQUIPMENT ORD.	REMOVE/RELOCATE REC VEHICLE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

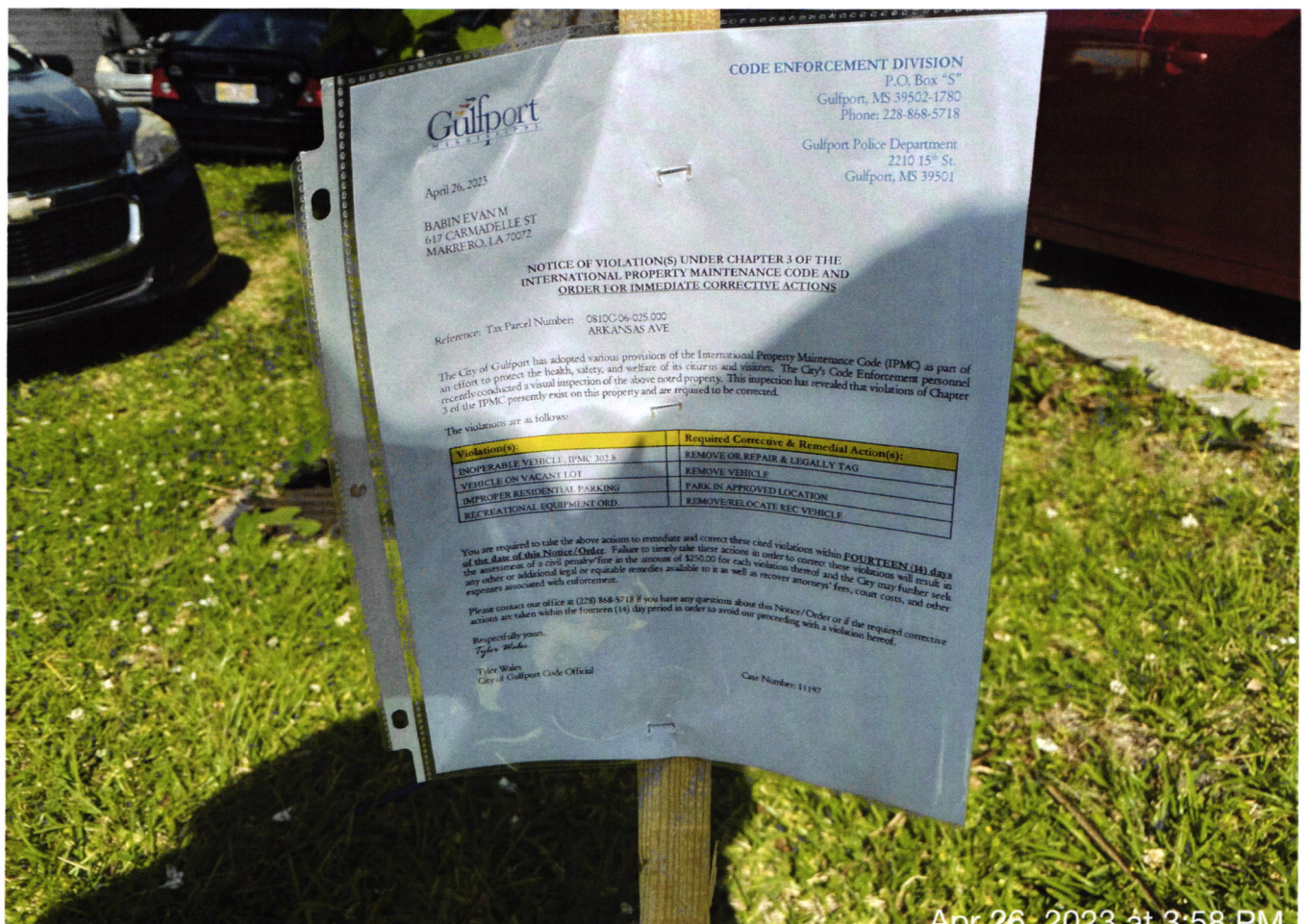
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 11197



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

April 27, 2023

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

BRODY DANIEL
98 MARCIE DR
LONG BEACH, MS 39560

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0810C-06-022.000
2508 HARRISON ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
MAJOR AUTO REPAIR, IPMC 302.8	STOP MAJOR REPAIRS OR DISSEMBL
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 11205

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

April 27, 2023

BRODY DANIEL
2508 HARRISON ST
GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0810C-06-022.000
2508 HARRISON ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
MAJOR AUTO REPAIR, IPMC 302.8	STOP MAJOR REPAIRS OR DISSEMBL
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

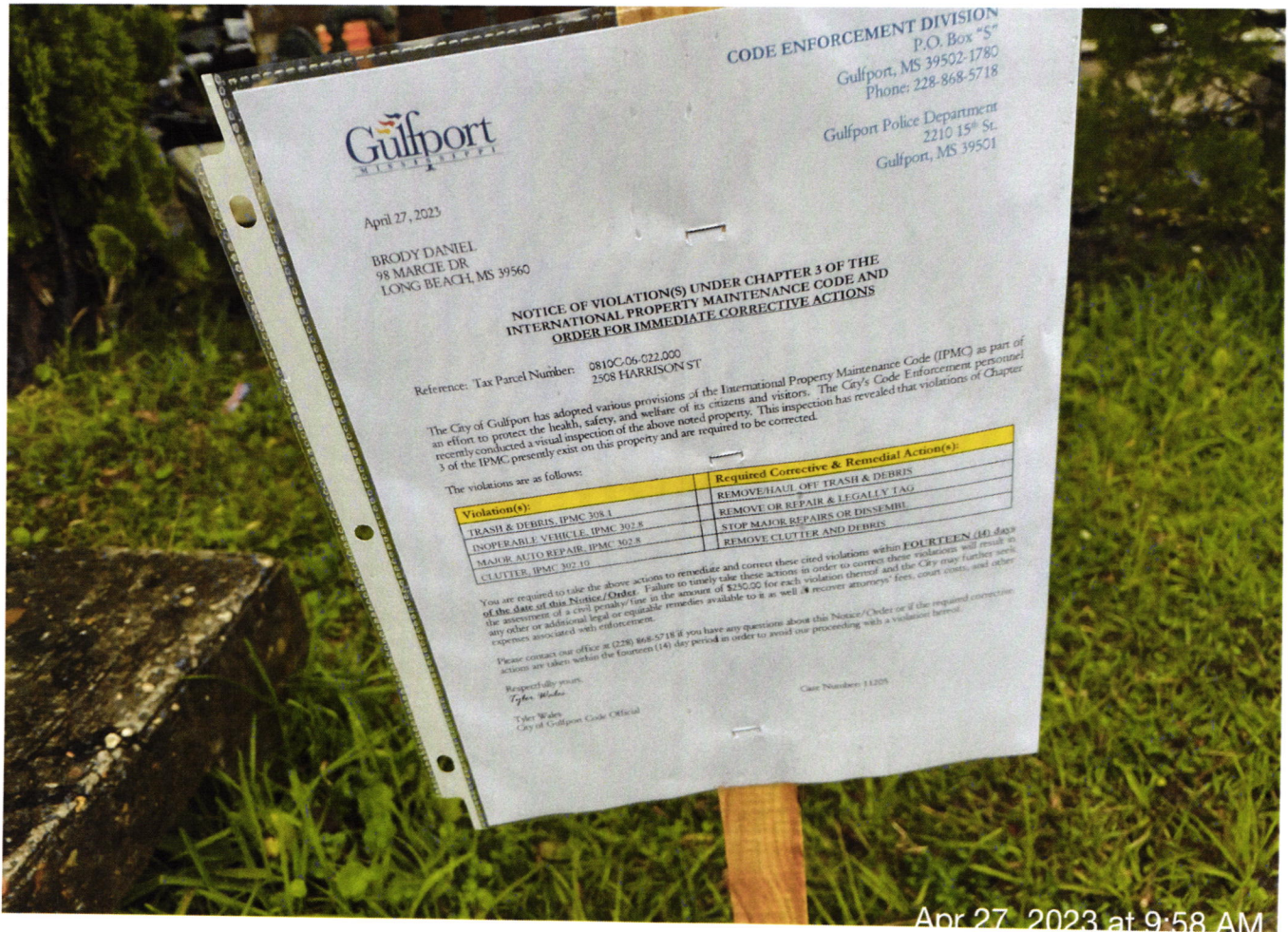
Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 11205



Apr 27, 2023 at 9:58 AM



Apr 27, 2023 at 9:58 AM



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Jessica Versiga, Purchasing Agent

Date: May 1, 2023

RE: Code Enforcement
700 Georgia St. Case # 10778

On or about April 6, 2023, The Purchasing Department award the above referenced case to L&M Lawn Care in the amount of \$ 5,360.00 with purchase order number 231680. After several weeks of the case not being completed the contractor stated he was unable to complete the case. Subsequently, we went to the next lowest bidder, Southern Enviro Construction, LLC and there was no response. Therefore, we contacted AD&R, the third bidder, that stated they would be able to complete job over the weekend.

We issued purchase order number 231884 in the amount of \$8,000.00.

Attached is the bid tabulation for your reference.

We request this be spread upon the minutes. Thank you for your consideration.

PO # 231884	L & M LAWN CARE	Southern Enviro Construction, LLC	A D & R	
700 GEORGIA ST CASE # 10778				
Obtain Permit / Demolish Structure	\$5,360.00	\$6,200.00	\$8,000.00	



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: April 5, 2023

RE: Mini Splits – Harbor Department

The Purchasing Department sent out bids for Harbor A/C and only received two bids. Purchasing reviewed the quotes received on the above referenced item and determined Eagle Services to be the lowest and best bid for a total amount of \$15,737.00.

Purchase Order #231966 was issued and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

HARBOR DEPARTMENT - A/C**PO # 231966**

QTY		EAGLE SERVICES		J & S HEATING AND AIR		\$ -	
3 HEAD MINI SPLIT	1	\$ 8,926.00	\$ 8,926.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
2 HEAD MINI SLPIT	1	\$ 6,811.00	\$ 6,811.00	\$ 8,600.00	\$ 8,600.00		\$ -
			\$ -		\$ -		\$ -
Total			\$ 15,737.00	\$ 18,600.00			\$ -



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: April 5, 2023

RE: Tire Changer – Police Department

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined Myers Tire Supply to be the lowest and best bid for a total amount of \$11,801.00.

Purchase Order #231961 was issued and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

**POLICE DEPARTMENT - TIRE
CHANGER PO # 231961**

QTY		MYERS TIRE SUPPLY		O'REILLY		NAPA	
TIRE CHANGE	1	\$ 11,801.00	\$ 11,801.00	\$ 12,675.00	\$ 12,675.00	\$ 13,723.26	\$ 13,723.26
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
Total			\$ 11,801.00	\$ 12,675.00			\$ 13,723.26

MEMORANDUM – CITY OF GULFPORT

Date: **APRIL 29, 2023**

To: **Mayor Billy Hewes**
 City Council Members

From: **Linda Allen (Department of Urban Development)**

Re: **Privilege License Report – for the month of April 2023 – to be made a part of the minutes.**

The attached report of Privilege Licenses issued by the City of Gulfport for the period of April 1st through April 30th, 2023 to be presented to the City Council on the 16th day of May, 2023 per Mississippi Code § 27-17-501.

DBA	Customer Address	Posted Date	Tender Amount
DWAYNE DAVIS DRYWALL	P O BOX 2480	04/28/2023	\$20.00
BEAUTIFUL BRAID EXPRESSIONS	4215 EVIE STREET	04/28/2023	\$10.00
EZ PASS LLC	12100 HWY 49 UNIT 204	04/28/2023	\$11.60
LAID BY LEXX LLC	607 TANDY DR	04/28/2023	\$10.00
WILLIAM SMITH PAINT & BODY SHOP	1137 34TH ST	04/26/2023	\$20.00
CAROL L HENDERSON PA THE LAW FIRM	P O BOX 1596	04/26/2023	\$20.00
GEOPAVE, LLC	10210 LOGAN CLINE ROAD	04/26/2023	\$96.00
MAGNOLIA CROSSING APARTMENTS	880 LINDH RD	04/26/2023	\$20.00
FLAMINGO LANDING	8813 LORRAINE RD	04/26/2023	\$75.00
CAN'T BE BEATEN	14131 N WHITE SWAN DR	04/25/2023	\$10.00
MR FREEZE SNOWBALL SNACK & FOOD	13187 DEDEAUX RD	04/25/2023	\$10.00
ENTYCED ILLUSIONZ BOUTIQUE LLC	14350 CARRIAGE CIR	04/25/2023	\$10.00
5P HOLDING LLC	8927 LORRAINE RD, SUITE 204A	04/25/2023	\$30.00
MEDI-LIFT OF MS LLC	18243 TULIP COVE	04/25/2023	\$15.00
BODIED BY VE LLC	8282 LAVENDER ST APT. A	04/25/2023	\$10.00
DW LUXE	2059 E PASS RD #16	04/24/2023	\$12.50
TWISTED STEEL	345 WESTVIEW DR	04/24/2023	\$42.20
BACK IN MOTION CHIROPRACTIC	2305 MIDDLECOFF DR	04/24/2023	\$30.00
TOP SHOP BERTUCCI TROSCLAIR LLC	2900 20TH AVENUE	04/24/2023	\$32.50
NATIONAL MUFFLER & WRECKER SERVICE	1407 PASS RD	04/24/2023	\$30.00
ADVANCED CAR AUDIO	315 PASS RD	04/24/2023	\$65.80
VACUUM SERVICES LLC.	P O BOX 837	04/24/2023	\$45.00
BUDGET CLEANERS	15326 DEDEAUX ROAD	04/20/2023	\$30.00
PENNY'S PAMPERED PETS	15179 MELLENGER ST	04/20/2023	\$42.20
THEE HEAL HER ADVANCED ESTHETICS	248 BALLENTINE ST	04/20/2023	\$3.20
H & H MARINE	10356 SHORECREST RD	04/20/2023	\$20.00
BFT TOWING & RECOVERY	15270 DUCKWORTH RD	04/20/2023	\$20.00
FUSION SALON	400 E PASS RD	04/19/2023	\$63.30
THE FUNKEE MONKEY LLC	14221 COUNTRY WOOD DR	04/19/2023	\$12.50
L & L LAWN SERVICE	1618 LEWIS AVE	04/19/2023	\$20.00
TWIN STAR WINE & LIQUOR LLC	2007 BENT OAKS BLVD	04/19/2023	\$20.00
B & S MINI MART INC	2354 E PASS RD	04/19/2023	\$23.45
PRIMESOURCE NURSING SERVICES INC	370 COURTHOUSE RD STE 106	04/19/2023	\$30.00
DUCO STEEL	27 GREENBRIAR DR	04/19/2023	\$20.00
AMOS SIGNS	2624 17TH AVENUE	04/19/2023	\$20.00
GULF COAST LAUNDRY SERVICES	12071 SEAWAY ROAD	04/19/2023	\$150.00
FASHION FACTORY MS	1311 25TH AVE	04/19/2023	\$20.00
BROWN JANITORIAL SERVICE	1320 PINECREST AVENUE	04/19/2023	\$20.00
GULFPORT PREMIER ABA	928 COURTHOUSE RD UNIT 3	04/19/2023	\$15.00
COIN LAUNDRY SUPERSUDS	13211 DEDEAUX RD	04/19/2023	\$20.00
GOLDEN LUNA BOUTIQUE	15221 WESTIN COVE	04/18/2023	\$10.00
POPEYE'S FAMOUS FRIED CHICKEN	2420 PASS RD	04/18/2023	\$54.00

RICHBURG'S HARDWARE	116 CLOWER AVE	04/18/2023	\$20.00
REGIONS FINANCIAL CORPORATION	P.O. BOX 2047	04/18/2023	\$30.00
BRICK & SPOON GULFPORT LLC	15264 CROSSROADS PKWY	04/18/2023	\$60.00
PRIMESOURCE NURSING SERVICES INC	370 COURTHOUSE RD STE 106	04/18/2023	(\$30.00)
ALTERNATIVE SENTENCING ARREST PROGRAMS	2205 23RD AVENUE	04/18/2023	\$30.00
PRIMESOURCE NURSING SERVICES INC	370 COURTHOUSE RD STE 106	04/18/2023	\$30.00
STELLY HERBERT J SR	21305 JOHNSON ROAD	04/18/2023	\$20.00
CAMPBELLS FIX IT	1217 24TH STREET	04/18/2023	\$20.00
NOVA UNIAO MISSISSIPPI	145 HARDY CT SHOPPING CENTER STE B	04/18/2023	\$20.00
SUBWAY SANDWICHES #11946	2328 25TH AVE	04/18/2023	\$63.30
HAIR POWER	1315 30TH AVE	04/18/2023	\$20.00
DIRTMASTERS LAND SERVICES & HAULING	317 42ND ST	04/18/2023	\$10.00
ROSS ROBERT	15190 COMMUNITY ROAD	04/18/2023	\$30.00
BRANHAM CORP.	2205 JOHN HILL BLVD.#2 UNIT A	04/18/2023	\$75.00
COASTLINE CARIBBEAN RESTAURANT LLC	3205 HEWES AVENUE	04/18/2023	\$42.20
JUMANNE'S AFRICIAN ETC	12108 MARLANE PL	04/18/2023	\$20.00
THE CHOP SHOP BEAUTY AND BARBER	24 PASS ROAD	04/18/2023	\$30.00
THE BARGAINISTA	1015 PASS RD UNIT B	04/18/2023	\$10.00
KRISPY KREME DOUGHNUT	P O BOX 3272	04/18/2023	\$93.00
LABOR FORCE LLC	1223 30TH AVE	04/18/2023	\$20.00
SUNCOAST MAINTENANCE	141 CANAL STREET	04/18/2023	\$20.00
THE CUE SHOP, LLC	16240 ORANGE GROVE ROAD	04/18/2023	\$3.20
XO LASH	1822 15 ST.	04/18/2023	\$3.20
OASIS REAL ESTATE INVESTMENT INC	2205 JOHN HILL BLVD	04/18/2023	\$20.00
CLIMATE STORAGE LLC	2205 JOHN HILL BLVD	04/18/2023	\$168.40
LOWRY DEVELOPMENTS LLC	1811 26TH AVE	04/18/2023	\$20.00
THE VILLAGE FLORIST	15416 ST CHARLES ST	04/18/2023	\$20.00
NEILLS RADIATOR SERVICE	P O BOX 2388	04/18/2023	\$20.00
SGENESIS MOBILE HOME COMMUNITY	3622 11TH AVE	04/18/2023	\$20.00
STICK WITH US MOBILE PHLEBOTOMY SPECIALIST LLC	14060 WINCHESTER LANE	04/18/2023	\$5.00
FLAWLESS AUTO DETAIL	1818 25TH AVENUE	04/18/2023	\$20.00
INSIDE OUTSIDE INC	4910 WEST RAILROAD ST	04/18/2023	\$30.00
RA SERVICES LLC	13020 OLD HIGHWAY 49	04/18/2023	\$20.00
C & M SPANN CONSTRUCTION LLC	2960 20TH AVE #E	04/18/2023	\$20.00
CENTERED ON HEALING LLC	P O BOX 155	04/18/2023	\$20.00
JIM'S ROOFING	14143 OLD HWY 49	04/18/2023	\$42.20
BELLA ROSE BOUTIQUE LLC	14321 CREOSOTE RD	04/18/2023	\$30.00
ADVANCED MEDICAL SYSTEMS INC	P O BOX 10139	04/18/2023	\$20.00
BOOZERS BREW & A CAFE TOO II	14335 CREOSOTE RD	04/18/2023	\$20.00
A-1 AUTOMOTIVE/PUNGO PAINTBALL	3212 26TH AVE	04/14/2023	\$20.00
A1 TREE SERVICE	3212 26TH AVE #B	04/14/2023	\$20.00
SALTY DOG UPHOLSTERY	1700 28TH ST	04/14/2023	\$20.00
KEVIN BURGE	6 NOTTINGHAM CIRCLE	04/14/2023	\$20.00

COUNTY LINE CAMPERS	P.O. BOX 1969	04/14/2023	\$1,680.00
PHILLIPS METAL PRODUCTS	13080 HWY 49	04/14/2023	\$92.50
AWAKENING ATHLETICS	102 YOUNT DR	04/14/2023	\$20.00
GAME X CHANGE	11312 HWY 49 #D	04/14/2023	\$10.25
K & C CREATIONS	1304 ABBEYVILLE	04/14/2023	\$20.00
TRADE KING'S SERVICES	178 ORANGE CT	04/14/2023	\$42.20
KARING TOUCH	2214 25TH AVE STE 3	04/14/2023	\$20.00
PITTMAN KAYANA	1716 44TH AVE	04/14/2023	\$20.00
RODRIGUEZ & CARABALLO FINEST	2628 W ANGELA CIR	04/13/2023	\$20.00
MITCHELL DISTRIBUTING	12100 INTRAPLEX PKWY	04/13/2023	\$285.00
W.F. HOLDER II, LAWYER	3413 WASHINGTON AVE STE B	04/13/2023	\$13.40
PATTEN FAMILY CHIROPRACTIC	15335 COMMUNITY RD	04/13/2023	\$20.00
BIG GENES ICE CREAM	3503 8TH AVE	04/13/2023	\$25.00
SEA 2 SWAMP OUTFITTERS GULFPORT	8908 FERRY POINT RD	04/13/2023	\$23.20
STICKY FINGERS SNOBALLS	1501 42ND AVE	04/13/2023	\$42.20
WEST SIDE NUTRITION	1501 42ND AVE SUITE B	04/13/2023	\$20.00
DEEN'S FLORIST & NURSERY	1501 42ND AVE	04/13/2023	\$42.20
NAV SYSTEM	11611 JOHN ROSS RD	04/13/2023	\$42.20
THE HEIRTIQUE & CO. LLC	12166 KENT AVE	04/13/2023	\$10.00
JACKSON HEWITT TAX SERVICE	1029 A DIVISION STREET	04/13/2023	\$42.20
JACKSON HEWITT TAX SERVICE	2510 PASS RD	04/13/2023	\$20.00
IN MOTION DANCE COMPANY	1209 MARGIE ST	04/12/2023	\$20.00
S & B PAINTING	617 LIZ CIR	04/12/2023	\$41.20
GULF FRESH SEAFOOD	11859 SUMMERHAVEN CIRCLE	04/12/2023	\$20.30
LUGENHUEL WHEATON PECK RANKIN & HUBBARD, A LAW CORP	1607 24TH AVE STE B	04/12/2023	\$10.00
PURE COUNTRY	P O BOX 3354	04/12/2023	\$84.25
SIGNATURE STYLES	13506 WINDSONG DR	04/12/2023	\$11.60
AZALEA SPA & SALON LLC	3506 WASHINGTON AVE UNIT A,B, C	04/12/2023	\$20.00
BOOZERS BREW & A CAFE TOO	14335 CREOSOTE RD	04/12/2023	\$20.00
TOCS TOWING & RECOVERY INC	3028 25TH AVE	04/11/2023	\$20.00
R AND R ENTERPRISES	13658 TARA HILLS CT	04/11/2023	\$42.20
DROPPING ROBIN	12485 PRESERVATION DR	04/11/2023	\$20.00
GULFPORT ACADEMY @ 3 RIVERS	13185 THREE RIVERS RD UNIT A	04/11/2023	\$15.00
BANANAS INC	P.O. BOX 6605	04/11/2023	\$884.00
BANANAS INC	P.O. BOX 6605	04/11/2023	\$884.00
TASTE BUDZ	3906 PONDEROSA DR	04/11/2023	\$10.00
BBG INC REAL ESTATE SERVICES	1092-4 ACADIAN DR	04/11/2023	\$20.00
E C & C ELECTRIC	1615 WESTWARD DRIVE	04/11/2023	\$20.00
THE CAR DOCTOR	16005 WAYCROSS	04/10/2023	\$20.00
DEJA VU	2701 14TH AVE BOOTHS 1 & 2	04/10/2023	\$20.00
BEACH SIDE SHABBY	2701 14TH AVE #27 & 29	04/10/2023	\$20.00
VINTAGE FLAMINGO	2701 14TH AVE	04/10/2023	\$20.00
YORK'S JANITORIAL SUPPLIES	2255 SWITZER RD #E301	04/10/2023	\$20.00
PANDA HOUSE	923 OLD TOWNE STREET	04/10/2023	\$20.00
PURESMILES DENTAL	6104 OLVIDA CIR	04/10/2023	\$30.00

GULF ISLAND WATER PARK LLC	13100 16TH STREET	04/10/2023	\$30.00
ALLEY KAT CERAMICS	2694 BROADWATER DR	04/10/2023	\$20.00
ALTITUDE TRAMPOLINE PARK	9444 HWY 49	04/10/2023	\$20.00
LADNER GROUP LLC	PO BOX 6546	04/10/2023	\$10.00
MCDONALD'S #25375	11167 LORRAINE ROAD	04/10/2023	\$20.00
TRIBLE'S INC / LEGAL	9175 HWY 49 STE A	04/10/2023	\$30.00
SUBWAY SANDWICHES #13390	2368 PASS RD	04/10/2023	\$20.00
LA BELLAS SALON	14021 FOX HILL DR	04/10/2023	\$42.20
WE MOVE ALL PROPERTY PRESERVATION	8478 SOUTH CAROLINA AVENUE	04/10/2023	\$65.80
JMK JUST MAKING KLEAN	1800 22ND STREET	04/10/2023	\$20.00
GWENDA PATTON REALTY	14356 NORTH SWAN ROAD	04/10/2023	\$20.00
GAMBOA & GOLDSZLAGER INVESTMENTS LLC	615 PASS RD	04/10/2023	\$20.00
WE MOVE ALL PROPERTY PRESERVATION	8478 SOUTH CAROLINA AVENUE	04/06/2023	(\$65.80)
VICTORIA LYNN JEWELRY	10000 FACTORY SHOPS BLVD #125	04/06/2023	\$20.00
NEIGHBORHOOD CONVENIENCE STORE	226 E NORTH ST	04/06/2023	\$20.00
WING STOP	PO BOX 6977	04/06/2023	\$147.90
FORE W C TRUCKING INC	14270 CREOSOTE RD	04/06/2023	\$123.00
COAST CONCRETE	14270 CREOSOTE ROAD	04/06/2023	\$54.00
MAGEES CURB APPEAL LLC	8405 GEORGIA AVE	04/06/2023	\$20.00
WE MOVE ALL PROPERTY PRESERVATION	8478 SOUTH CAROLINA AVENUE	04/06/2023	\$65.80
UNIQUE WINDOW TINTING	2818 22ND AVE #6	04/06/2023	\$20.00
TIRE AND LUBE LLC	600 PASS RD	04/06/2023	\$20.00
FALLON'S GOURMET	2308 25TH AVE	04/06/2023	\$30.00
GULFPORT ACADEMY CHILD CARE INC	15150 EVANS ST	04/06/2023	\$36.00
GEORGE BUSH	2420 BURKE ST	04/06/2023	\$35.00
SEASHORE HIGHLANDS	PO BOX 1567	04/06/2023	\$144.00
FOUNDATION GAMING GROUP LLC	2310 19TH ST	04/06/2023	\$20.00
HARBORVIEW ORAL & FACIAL SURGERY	1301 25TH AVE STE 3	04/05/2023	\$30.00
VACAY RESTAY CLEANING SERVICES	2208 SWETMAN BLVD	04/05/2023	\$42.20
ALL PURPOSE CLEANING SERVICE	921 MONET STREET	04/05/2023	\$42.20
GEORGES MARINE WOODWORK & REPAIR LLC	P O BOX 7233	04/05/2023	\$20.00
SUSPENSION DIMENSION LLC	PO BOX 7233	04/05/2023	\$20.00
MY FIRST STOP CHILDCARE CENTER LLC	1506 STEWART AVE	04/05/2023	\$42.20
LIBERTY PETROLEUM LLC	1103 PASS RD	04/05/2023	\$40.00
SAMMIE'S MOBILE HOME PARK	13192 WILLIAMS RD	04/05/2023	\$20.00
BYRON'S MOBILE HOME PARK	P.O. BOX 2469	04/05/2023	\$20.00
SMITHS PLUMBING	P O BOX 2871	04/04/2023	\$20.00
COAST COCA COLA BOTTLING CO	3701 25TH AVE	04/04/2023	\$8,580.00
FOUR SEASONS BEER & TOBACCO	603 RUE DAUPHIN	04/04/2023	\$35.00
PRISCILLA'S PASSIONATE EVENTS	1208 MILLS AVE	04/04/2023	\$20.00
GOOD TIMES SPORTS BAR	13292 WISTERIA DR	04/04/2023	\$35.00
SOUTH MISSISSIPPI KIDNEY CENTER	2525 33RD STREET	04/04/2023	\$36.00

ARCHIES HOTDOG ISLAND & CATERING	P O BOX 343	04/04/2023	\$20.00
CORNER STORE	803 34TH ST	04/03/2023	\$77.50
L & M TAX SERVICES LLC	13053 ROCKY MOUNTAIN DR	04/03/2023	\$20.00
BKONIC LOOKS	12049 GEORGE ST	04/03/2023	\$20.00
INFINITY HOME CARE SERVICES LLC	13953 HOPEWELL LN	04/03/2023	\$10.00
NEEL - SCHAFFER, INC.	772 HOWARD AVE	04/03/2023	\$20.00
APOLLO FLIGHT TRAINING & AIRCRAFT MGT	1100 HANGAR STREET	04/03/2023	\$20.00
CHIQUITA FRESH N A	13486 FASTWAY LANE	04/03/2023	\$30.00
			Monthly Total: \$17,485.65

SCANNED

REVIEWED



[Signature] 1st JUDICIAL DISTRICT
Instrument 2023-0007230-D-J1
Filed/Recorded 04/26/2023 3:30:02 PM
Total Fees 27.00
6 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, MSB No. 9824
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

Indexing Instructions:
Lot 2, Gulfport Promenade Subdivision
AND
SW 1/4 of the NW 1/4 of Section
7, Township 7 South,
Range 10 West

WARRANTY DEED FOR RIGHT OF WAY

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR and NO/100 (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Grantor,**

NORTHPARK HOLDINGS, LLC

2591 23rd Avenue
Gulfport, Mississippi 39501
Telephone: (228) 897-1995

do hereby sell, convey and warrant unto **Grantee,** for all legal and lawful Right of Way purposes,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
Post Office Box 1780
Gulfport, Mississippi 39502-1780
Telephone (228) 868-5811

the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

See Exhibits "A" and "B" attached.

INDEXING INSTRUCTIONS:

LOT 2, GULFPORT PROMENADE SUBDIVISION
City of Gulfport, First Judicial District
Harrison County, Mississippi

AND

**SW ¼ OF THE NW ¼ OF SECTION 7,
TOWNSHIP 7 SOUTH, RANGE 10 WEST,**
City of Gulfport, First Judicial District
Harrison County, Mississippi

This conveyance is less and except any and all recorded oil, gas or other mineral rights granted, reserved or excepted by former owners, and is subject to any and all recorded restrictions or covenants and any and all presently existing or recorded easements or rights-of-way affecting said property.

Grantor shall be responsible for ad valorem taxes for the current year and prior years, and Grantee shall assume tax responsibility of the identified portion of the property as a tax exempt municipal government owner for all future years.

WITNESS OUR SIGNATURES on this the 17th day of April,
2023.



JOHN BOOTHBY, MANAGER



SCOTT DELANO, MEMBER

[REST OF PAGE LEFT BLANK INTENTIONALLY.]

STATE OF Mississippi
COUNTY/PARISH OF HARRISON

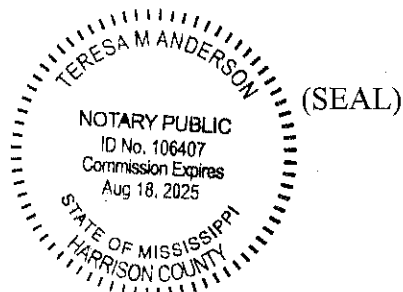
PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 17th day of April, 2023, JOHN BOOTHBY, who acknowledged to me that he is the MANAGER of NORTHPARK HOLDINGS, LLC, a Mississippi Limited Liability Company, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed, after first being duly authorized to do so.

Teresa Anderson

My Commission Expires:

August 18, 2025

NOTARY PUBLIC



STATE OF Mississippi
COUNTY/PARISH OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 17th day of April, 2023, SCOTT DELANO, who acknowledged to me that he is a MEMBER of NORTHPARK HOLDINGS, LLC, a Mississippi Limited Liability Company, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed, after first being duly authorized to do so.

Teresa Anderson

My Commission Expires:

August 18, 2025

NOTARY PUBLIC

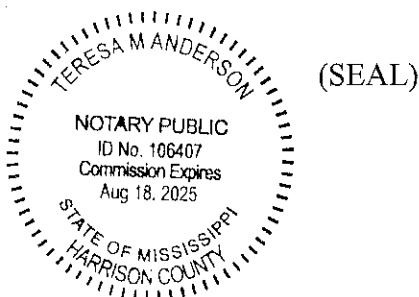


EXHIBIT "A"

Parcel B on Exhibit "B":

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE 2301, NAD83-2011, GRID VALUES UTILIZING A CONVERGENCE ANGLE OF -00°06'06", A SCALE FACTOR OF 0.9999545866:

A PARCEL OF LAND SITUATED IN AND BEING A PART OF LOT 2 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE" ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 59, PAGE 25. ALSO LOCATED IN THE NW ¼ OF THE SW ¼ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, 1ST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING MORE DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND MAG NAIL ON THE EXISTING SOUTH MARGIN OF DEDEAUX ROAD, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 2 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE";

THENCE S00°15'30"E FOR A DISTANCE OF 25.60 FEET TO A FOUND ½" IRON ROD ON THE PROPOSED SOUTHERN MARGIN OF DEDEAUX ROAD;

THENCE S87°38'29"E ALONG THE NEW PROPOSED SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 74.46 FEET TO A FOUND ½" IRON ROD;

THENCE N89°55'01"E ALONG THE NEW PROPOSED SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 208.08 FEET TO A FOUND ½" IRON ROD;

THENCE N00°01'07"W FOR A DISTANCE OF 28.01 FEET TO A SET 5/8" IRON ROD WITH CAP ON THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD;

THENCE N89°55'45"W ALONG THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 282.59 FEET BACK TO THE POINT OF BEGINNING.

THE PROPERTY CONTAINS 7,902 SQUARE FEET OR 0.184 OF AN ACRE, MORE OR LESS AND IS LOCATED IN A PART OF SAID LOT 2 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE". ALSO BEING A PART OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, 1ST JUDICIAL DISTRICT, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.

and

Parcel A on Exhibit "B":

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE 2301, NAD83-2011, GRID VALUES UTILIZING A CONVERGENCE ANGLE OF $-00^{\circ}06'06''$, A SCALE FACTOR OF 0.9999545866:

A PARCEL OF LAND SITUATED IN THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, 1ST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING MORE DESCRIBED AS FOLLOWS:

COMMENCE AT THE FOUND MAG NAIL AT THE SOUTHWEST CORNER OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, HARRISON COUNTY, MISSISSIPPI;

THENCE $N00^{\circ}26'16''W$ FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY OF DEDEAUX ROAD; THENCE $S89^{\circ}57'18''E$ ALONG THE EXISTING NORTH RIGHT-OF-WAY OF DEDEAUX ROAD FOR A DISTANCE OF 215.10 FEET TO A FOUND $\frac{1}{2}''$ IRON ROD FOR THE POINT OF BEGINNING;

THENCE $N00^{\circ}00'02''W$ FOR A DISTANCE OF 26.72 FEET TO A SET IRON ROD WITH A CAP POINT ON THE NEW PROPOSED NORTH MARGIN OF DEDEAUX ROAD; THENCE ALONG THE NEW PROPOSED NORTHERLY MARGIN OF DEDEAUX ROAD THE FOLLOWING FIVE COURSES AND DISTANCES:

$N89^{\circ}55'01''E$ FOR A DISTANCE OF 679.64 FEET TO A SET IRON ROD WITH A CAP;
 $N81^{\circ}23'12''E$ FOR A DISTANCE OF 101.12 FEET TO A SET IRON ROD WITH A CAP;
 $S83^{\circ}00'51''E$ FOR A DISTANCE OF 40.22 FEET TO A FOUND $\frac{1}{2}''$ IRON ROD ON THE EXISTING RIGHT-OF-WAY DEDEAUX ROAD; THENCE ALONG THE EXISTING NORTHERLY RIGHT-OF-WAY OF DEDEAUX ROAD THE FOLLOWING FOUR COURSES AND DISTANCES:

$S78^{\circ}24'37''W$ FOR A DISTANCE OF 88.01 FEET TO A SET IRON ROD WITH A CAP;
 $S89^{\circ}41'34''W$ FOR A DISTANCE OF 95.09 FEET TO A FOUND CONCRETE MONUMENT;
 $S00^{\circ}00'44''W$ FOR A DISTANCE OF 19.68 FEET TO A FOUND CONCRETE MONUMENT;
 $S89^{\circ}59'33''W$ FOR A DISTANCE OF 638.22 FEET TO THE POINT OF BEGINNING.

THE PROPERTY CONTAINS 19,199 SQUARE FEET OR 0.440 OF AN ACRE, MORE OR LESS AND IS LOCATED IN THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, 1ST JUDICIAL DISTRICT, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.



MASTER SERVICE AGREEMENT

Agency's Name: Gulfport Police Department (MS)
Agency's Address: 2220 15th St
Gulfport, Mississippi 39501

Attention: Deputy Chief Heather Dailey

Sales Rep: Kris Johanson
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Gulfport Police Department (MS)

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

FY23 Proration

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	CordicoShield Law Enforcement Wellness App (Start: 5/31/2023 End: 9/30/2023)	USD 11,762.56	10%	USD 1,176.26	USD 10,586.30
	Subscription Line Items Total			USD 1,176.26	USD 10,586.30
				USD 1,176.26	USD 10,586.30
FY23 Proration Discount:					USD 1,176.26
FY23 Proration TOTAL:					USD 10,586.30

FY24 Annual Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	CordicoShield Law Enforcement Wellness App (12 Months)	USD 35,000.00	10%	USD 3,500.00	USD 31,500.00
	Subscription Line Items Total			USD 3,500.00	USD 31,500.00
				USD 3,500.00	USD 31,500.00
FY24 Annual Subscription Discount:					USD 3,500.00
FY24 Annual Subscription TOTAL:					USD 31,500.00

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Discount Notes

Early Adopter program.

Notes

Pricing includes all officers, firefighters, admin staff, families, and retirees.

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service.** The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services.** Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License.** Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality.** During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. **Warranty.** LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. **Indemnification.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. **Limitation of Liability.** Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. **General Terms.**

10.1 **Entire Agreement.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Compliance; Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.