



BOARD OF ALDERMEN REGULAR MEETING

March 21, 2023

6:00 PM

Board Room • 119 W 8th Ave, Petal MS

MINUTES

CALL TO ORDER

Roll Call, Invocation, Pledge of Allegiance

PRESENT

Mayor Tony Ducker
Alderman Drew Brickson
Alderman Craig Bullock
Alderman Mike Lott
Alderman Blake Nobles
Alderman Gerald Steele
Alderman Craig Strickland
Alderman Steve Stringer

Invocation offered by Blake Nobles

Pledge of Allegiance was recited.

ADOPT AGENDA

Motion made by Alderman Stringer, Seconded by Alderman Steele.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

CONSENT AGENDA

- Minutes - Regular Meeting 3/7/2023
- Proofs of Publication
 - Public Hearing - Redistricting
 - Public Notice - 102 Oakwood Dr
 - Ad for Bids - Soccer Fields
 - Ad for Bids - Water Line Upgrades
 - Ad for Bids - Eastover Sewer
- February 2023 Revenue & Expenditure
- Feb 2023 U/B Aging

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

PUBLIC COMMENT

Karen Hession - invite the public to the Petal Spiritual Life Center egg hunt on April 2, 2023.

Eddie Reid - voice concern over marijuana dispensary coming into Petal. Believes it will bring trouble to the city.

Peggy Madden - requested to be put on a hardship and have a garbage can delivered. Mayor advised Ms. Madden to come to the Water Dept. for arrangements.

Kevin Floyd - Would like to give kudos to the Clear Water Solutions for quick response to his drainage issue. He thinks the Board does a pretty good job getting information out to the public.

Jim Brown - would like to see a nice message board for the school district.

PROCLAMATIONS & RESOLUTIONS

Today is National Down's Syndrome Day.

BIDS — QUOTES

Request to accept bid from Jay Bearden Construction, Inc in the amount of \$1,398,460.00 for water line upgrades on W 7th Ave, Petal Dr, Hyland Dr, and Garden Lane per Shows, Dearman & Waits recommendation.

Exhibit "A"

Bid Tab

Motion made by Alderman Stringer, Seconded by Alderman Nobles.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele,
Alderman Strickland, Alderman Stringer

OLD BUSINESS

GENERAL BUSINESS

Request to dispose of seven (7) SCBA bottles in the Fire Dept. (Chief Hendry)

Motion made by Alderman Stringer, Seconded by Alderman Nobles.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele,
Alderman Strickland, Alderman Stringer

Request to authorize the VA Outreach Program to use the Civic Center on June 15, 2023 from 10 a.m. - 2 p.m.
free of charge. (J Young)

Motion made by Alderman Lott, Seconded by Alderman Strickland.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele,
Alderman Strickland, Alderman Stringer

Request to approve agreement with Petal Sports Association. (J Young)

Exhibit "B"

Agreement

Motion made by Alderman Lott, Seconded by Alderman Stringer.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele,
Alderman Strickland, Alderman Stringer

Request to authorize Mayor Ducker to execute Letter of Engagement from Collins and Null Appraisals, Inc for
appraisal services connected to the widening of Old Richton Rd at Evelyn Gandy Pkwy. (R Eaton)

Exhibit "C"

Letter of Engagement

Motion made by Alderman Nobles, Seconded by Alderman Brickson.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele,
Alderman Strickland, Alderman Stringer

Request to set a hearing date of April 11, 2023 @ 6:00 p.m. for the following properties:

529 E Central Ave
1090 Hwy 42

Motion made by Alderman Brickson, Seconded by Alderman Stringer.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele,
Alderman Strickland, Alderman Stringer

Request to accept Contract with Southern Pines Animal Shelter for up to 200 Community Cats at a cost of
\$15,000 annually. (Chief Hiatt)

Exhibit "D"

Contract

Motion made by Alderman Stringer, Seconded by Alderman Brickson.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele,
Alderman Strickland, Alderman Stringer

Request to authorize the purchase of five (5) SCBA Cylinders from Emergency Equipment Professionals at a cost
of \$6,010.00 per State Contract using State Rebate Funds. (Chief Hendry)

Motion made by Alderman Stringer, Seconded by Alderman Steele.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele,
Alderman Strickland, Alderman Stringer

Request to send letters to Congressman Mike Ezell and Senator Roger Wicker in support of Hattiesburg's request for funding through the THUD-HIP account for railway overpass.

Motion made by Alderman Stringer, Seconded by Alderman Brickson.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to authorize Mayor Ducker to execute the Sub Award Agreement with MDEQ MCWI Grant for Dawson Cutoff Sewer Replacement in the amount of \$522,516.00.

Exhibit "E"
Agreement

Motion made by Alderman Stringer, Seconded by Alderman Steele.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to increase the size of cardboard recycle bin.

Motion to add a second container for a total cost of \$160.00 per month.
Motion made by Alderman Stringer.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

SEMINARS & TRAVEL
ORDERS & ORDINANCES

Request to adopt order hiring Phillip Herklotz full time in the Recreation Dept at a rate of \$12.00 per hour effective March 22, 2023. (J Young)

Order
Whereas the Mayor and Board of Aldermen
Of the City of Petal deem it necessary to
Hire a full time laborer in the Recreation Dept

It is hereby ordered that Phillip Herklotz be
Hired full time in the Recreation Dept at a
Rate of \$12.00 per hour effective
March 22, 2023

So ordered this the 21st day of March 2023

Motion made by Alderman Lott, Seconded by Alderman Strickland.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to adopt order raising the rate of pay for Demond Jenkins to \$12.00 per hour effective March 22, 2023. (J Young)

Order
Whereas the Mayor and Board of Aldermen
Of the City of Petal deem it necessary to
Raise the rate of pay for Demond Jenkins

It is hereby ordered that Demond Jenkins
Be raised to \$12.00 per hour effective
March 22, 2023

So ordered this the 21st day of March, 2023

Motion made by Alderman Stringer, Seconded by Alderman Nobles.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

MAYOR'S REPORT

CONSIDERATION OF COMMITTEE, COMMISSION AND BOARD MATTERS

LEGAL

Clear the room to determine the need for Executive Session.

Motion made by Alderman Stringer, Seconded by Alderman Nobles.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Enter into Executive Session for pending litigation.

Motion made by Alderman Stringer, Seconded by Alderman Nobles.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Adjourn Executive Session.

Motion made by Alderman Stringer, Seconded by Alderman Nobles.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Motion to authorize the Mayor to execute an amendment to the contract with Clear Water Solutions for additional amount not to exceed \$850.00 per month pending Attorney approval.

Exhibit "F"

Amendment

Motion made by Alderman Stringer, Seconded by Alderman Bullock.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

ADJOURN

Motion made by Alderman Nobles, Seconded by Alderman Steele.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer



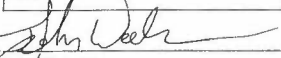
Melma Marti
Melissa Martin, City Clerk

Tony Ducker
Tony Ducker, Mayor

BID TAB		March 16, 2023	C.B. Developers, Inc	Grady Crawford Construction Co.Inc	Red Oak Construction, LLC
Project:	Water Line Upgrades for West 7th Avenue, Petal Drive, Hyland Drive, and Garden Lane		1716 Evelyn Gandy Parkway Hattiesburg, MS 39401	P.O. Box 967 Baton Rouge, LA 70821	3351 Jackson Liberty Drive NW Wesson, MS 39991
Project No.	12411				

BASE BID		Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
21	3/4" Water Service Meter (Residential)	5	Each	\$2,400.00		\$12,000.00		\$1,000.00	\$5,000.00	\$2,300.00	\$11,500.00
22	Crushed Aggregate (Size 610)	750	Ton	\$68.00		\$51,000.00		\$59.00	\$44,250.00	\$100.00	\$75,000.00
23	Select Fill Material (Class 9, Group C), LVM	2050	CY	\$24.00		\$49,200.00		\$16.00	\$32,800.00	\$45.00	\$92,250.00
24	Concrete Driveway (All Depths)	80	SY	\$82.00		\$6,560.00		\$96.00	\$7,680.00	\$425.00	\$34,000.00
25	9.5mm Hot Mix Asphalt	2100	Ton	\$205.00		\$430,500.00		\$200.00	\$420,000.00	\$235.00	\$493,500.00
26	9.5mm Hot Mix Asphalt (Leveling)	1105	Ton	\$216.00		\$238,680.00		\$222.00	\$245,310.00	\$225.00	\$248,625.00
27	19mm Hot Mix Asphalt	70	Ton	\$340.00		\$23,800.00		\$335.00	\$23,450.00	\$375.00	\$26,250.00
28	Cold Milling of Bituminous Pavement (All Depths)	1161	SY	\$23.00		\$26,703.00		\$24.00	\$27,864.00	\$40.00	\$46,440.00
29	Concrete Sidewalk	10	SY	\$150.00		\$1,500.00		\$90.00	\$900.00	\$300.00	\$3,000.00
30	Remove & Replace Chain Link Fence	20	LF	\$80.00		\$1,600.00		\$82.00	\$1,640.00	\$100.00	\$2,000.00
31	Remove & Replace Wood Fence	20	LF	\$115.00		\$2,300.00		\$87.00	\$1,740.00	\$150.00	\$3,000.00
32	Adjustment of Utility Cover - Manhole	11	EA	\$1,100.00		\$12,100.00		\$168.00	\$1,848.00	\$1,750.00	\$19,250.00
33	Adjustment of Utility Cover - Water Valve	3	EA	\$820.00		\$2,460.00		\$75.00	\$225.00	\$400.00	\$1,200.00
34	6" Thermoplastic Traffic Stripe, Detail Yellow	950	LF	\$13.00		\$12,350.00		\$19.00	\$18,050.00	\$12.00	\$11,400.00
35	Thermoplastic Legend Traffic Stripe, White (6" Equivalent)	960	LF	\$13.00		\$12,480.00		\$19.00	\$18,240.00	\$12.00	\$11,520.00
36	Standard Roadside Signs, Sheet Aluminum (0.08" Thickness)	4	SF	\$704.00		\$2,816.00		\$295.00	\$1,180.00	\$1,200.00	\$4,800.00
37	Steel U-Section Posts, 2.5 Lbs/Ft	15	LF	\$60.00		\$900.00		\$125.00	\$1,875.00	\$25.00	\$375.00
38	Grassing (Incl. Grass Seed, Top Soil, Fertilizer, Watering, etc.)	2620	SY	\$7.00		\$18,340.00		\$13.00	\$34,060.00	\$10.00	\$26,200.00
39	Clearing and Grubbing	1	LS	\$6,000.00		\$6,000.00		\$30,000.00	\$30,000.00	\$18,000.00	\$18,000.00
40	Temporary Erosion Control	1	LS	\$13,500.00		\$13,500.00		\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00
41	Maintenance of Traffic	1	LS	\$21,000.00		\$21,000.00		\$35,000.00	\$35,000.00	\$22,000.00	\$22,000.00
42	Mobilization	1	LS	\$77,000.00		\$77,000.00		\$106,596.00	\$106,596.00	\$114,000.00	\$114,000.00
Bid Total:						\$1,652,959.00		\$1,757,707.00		\$1,886,340.00	

This is to certify that I have checked the tabulation of the bids received by the City of Petal on March 16, 2023, and that said tabulation is true and correct to the best of my belief.


John T. Weeks, P.E.

Comments:

BID TAB		March 16, 2023	C.B. Developers, Inc	Grady Crawford Construction Co.Inc	Red Oak Construction, LLC
Project:	Water Line Upgrades for West 7th Avenue, Petal Drive, Hyland Drive, and Garden Lane		1716 Evelyn Gandy Parkway Hattiesburg, MS 39401	P.O. Box 967 Baton Rouge, LA 70821	3351 Jackson Liberty Drive NW Wesson, MS 39991
Project No.	12411				

BASE BID		Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2" 200 PSI C-900 PVC Water Pipe (Open Cut)	40	LF	\$27.00		\$1,080.00		\$62.00	\$2,480.00	\$14.50	\$580.00
2	6" 200 PSI C-900 PVC Water Pipe (Open Cut)	3970	LF	\$50.00		\$198,500.00		\$79.00	\$313,630.00	\$38.00	\$150,860.00
3	6" 160 PSI, DR 11, HDPE (Directional Bore) (Incl. adapter fittings)	60	LF	\$132.00		\$7,920.00		\$160.00	\$9,600.00	\$130.00	\$7,800.00
4	Tracer Wire System for Water	1	LS	\$50,000.00		\$50,000.00		\$30,655.00	\$30,655.00	\$45,000.00	\$45,000.00
5	Cut and Cap Existing Water Line in Place	5	Each	\$900.00		\$4,500.00		\$275.00	\$1,375.00	\$2,000.00	\$10,000.00
6	Connection: Proposed 6" to Existing 2" (Hot Tap w/ Valve & Other Fittings)	2	Each	\$2,500.00		\$5,000.00		\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00
7	Connection: Proposed 6" to Existing 6" (Hot Tap w/ Valve & Other Fittings)	4	Each	\$7,400.00		\$29,600.00		\$4,650.00	\$18,600.00	\$5,350.00	\$21,400.00
8	Connection: Proposed 6" to Existing 6" (Coupling & Other Fittings)	1	Each	\$2,800.00		\$2,800.00		\$1,200.00	\$1,200.00	\$2,400.00	\$2,400.00
9	Connection: Proposed 6" to Existing 8" (Hot Tap w/ Valve & Other Fittings)	1	Each	\$7,100.00		\$7,100.00		\$4,760.00	\$4,760.00	\$5,350.00	\$5,350.00
10	Connection: Proposed 6" to Proposed 6" (Tee & Other Fittings)	3	Each	\$2,600.00		\$7,800.00		\$1,400.00	\$4,200.00	\$2,000.00	\$6,000.00
11	6" Gate Valve	10	Each	\$2,600.00		\$26,000.00		\$1,975.00	\$19,750.00	\$2,000.00	\$20,000.00
12	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	7	Each	\$8,800.00		\$61,600.00		\$6,600.00	\$46,200.00	\$6,000.00	\$42,000.00
13	Remove & Salvage Existing Fire or Flushing Hydrant	1	Each	\$3,000.00		\$3,000.00		\$775.00	\$775.00	\$1,700.00	\$1,700.00
14	Residential Service Tap (3/4") (Incl. Fittings, Tapping Saddle, Corp Stop, etc.)	151	Each	\$1,200.00		\$181,200.00		\$759.00	\$114,609.00	\$1,400.00	\$214,400.00
15	Commercial Service Tap (1" and over) (Incl. Fittings, Tapping Saddle, Corp Stop, etc.)	1	Each	\$1,500.00		\$1,500.00		\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
16	1/2" Service Tubing (Open Cut)	1510	LF	\$7.00		\$10,570.00		\$25.00	\$37,750.00	\$12.00	\$18,120.00
17	1/2" Service Tubing (Bored)	2220	LF	\$11.00		\$24,420.00		\$25.00	\$55,500.00	\$23.50	\$52,170.00
18	1" and over, Service Tubing (Open Cut)	20	LF	\$18.00		\$360.00		\$66.00	\$1,320.00	\$150.00	\$3,000.00
19	2" Master Meter Reconnection	1	Each	\$3,300.00		\$3,300.00		\$745.00	\$745.00	\$3,100.00	\$3,100.00
20	Remove, Relocate and Reset Existing Water Meter (Incl. fittings, etc.)	1	Each	\$3,900.00		\$3,900.00		\$850.00	\$850.00	\$3,000.00	\$3,000.00

BID TAB		March 16, 2023	Jay Bearden Construction, Inc	T.L. Wallace Construction, Inc	Hudson Contracting, Inc
Project:	Water Line Upgrades for West 7th Avenue, Petal Drive, Hyland Drive, and Garden Lane		P.O. Box 180428 Richland, MS 39218	4025 HWY 35 North Columbia, MS 39429	P.O. Box 30 Waynesboro, MS 39367
Project No.	12411				

BASE BID		Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
21	3/4" Water Service Meter (Residential)	5	Each	\$1,750.00		\$8,750.00		\$660.00	\$3,300.00	\$985.00	\$4,925.00
22	Crushed Aggregate (Size 610)	750	Ton	\$70.00		\$52,500.00		\$88.00	\$66,000.00	\$80.00	\$60,000.00
23	Select Fill Material (Class 9, Group C), LVM	2050	CY	\$18.00		\$36,900.00		\$14.00	\$28,700.00	\$28.00	\$57,400.00
24	Concrete Driveway (All Depths)	80	SY	\$75.00		\$6,000.00		\$225.00	\$18,000.00	\$110.00	\$8,800.00
25	9.5mm Hot Mix Asphalt	2100	Ton	\$190.00		\$399,000.00		\$217.00	\$455,700.00	\$205.00	\$430,500.00
26	9.5mm Hot Mix Asphalt (Leveling)	1105	Ton	\$209.50		\$231,497.50		\$212.00	\$234,260.00	\$205.00	\$226,525.00
27	19mm Hot Mix Asphalt	70	Ton	\$316.00		\$22,120.00		\$340.00	\$23,800.00	\$400.00	\$28,000.00
28	Cold Milling of Bituminous Pavement (All Depths)	1161	SY	\$22.50		\$26,122.50		\$18.00	\$20,898.00	\$27.00	\$31,347.00
29	Concrete Sidewalk	10	SY	\$65.00		\$650.00		\$200.00	\$2,000.00	\$110.00	\$1,100.00
30	Remove & Replace Chain Link Fence	20	LF	\$80.00		\$1,600.00		\$150.00	\$3,000.00	\$60.00	\$1,200.00
31	Remove & Replace Wood Fence	20	LF	\$80.00		\$1,600.00		\$151.00	\$3,020.00	\$80.00	\$1,600.00
32	Adjustment of Utility Cover - Manhole	11	EA	\$600.00		\$6,600.00		\$1,250.00	\$13,750.00	\$1,100.00	\$12,100.00
33	Adjustment of Utility Cover - Water Valve	3	EA	\$200.00		\$600.00		\$550.00	\$1,650.00	\$400.00	\$1,200.00
34	6" Thermoplastic Traffic Stripe, Detail Yellow	950	LF	\$10.00		\$9,500.00		\$2.30	\$2,165.00	\$7.00	\$6,650.00
35	Thermoplastic Legend Traffic Stripe, White (6" Equivalent)	960	LF	\$10.00		\$9,600.00		\$2.30	\$2,208.00	\$7.00	\$6,720.00
36	Standard Roadside Signs, Sheet Aluminum (0.08" Thickness)	4	SF	\$80.00		\$320.00		\$52.00	\$208.00	\$70.00	\$280.00
37	Steel U-Section Posts, 2.5 Lbs/Ft	15	LF	\$260.00		\$3,900.00		\$12.00	\$180.00	\$27.00	\$405.00
38	Grassing (Incl. Grass Seed, Top Soil, Fertilizer, Watering, etc.)	2620	SY	\$4.00		\$10,480.00		\$115	\$3,013.00	\$33.50	\$9,170.00
39	Clearing and Grubbing	1	LS	\$4,000.00		\$4,000.00		\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00
40	Temporary Erosion Control	1	LS	\$10,000.00		\$10,000.00		\$3,300.00	\$3,300.00	\$6,000.00	\$6,000.00
41	Maintenance of Traffic	1	LS	\$10,000.00		\$10,000.00		\$25,150.00	\$25,150.00	\$26,000.00	\$26,000.00
42	Mobilization	1	LS	\$180,000.00		\$180,000.00		\$115,024.00	\$115,024.00	\$185,000.00	\$185,000.00
Bid Total:						\$1,398,460.00		\$1,469,069.00		\$1,600,967.00	

BID TAB		March 16, 2023	Jay Bearden Construction, Inc	T.L. Wallace Construction, Inc	Hudson Contracting, Inc
Project:	Water Line Upgrades for West 7th Avenue, Petal Drive, Hyland Drive, and Garden Lane		P.O. Box 180428 Richland, MS 39218	4025 HWY 35 North Columbia, MS 39429	P.O. Box 30 Waynesboro, MS 39367
Project No.	12411				

BASE BID											
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2" 200 PSI C-900 PVC Water Pipe (Open Cut)	40	LF	\$7.75	\$310.00	\$37.50	\$1,500.00	\$36.00	\$1,440.00		
2	6" 200 PSI C-900 PVC Water Pipe (Open Cut)	3970	LF	\$20.00	\$79,400.00	\$40.00	\$158,800.00	\$38.00	\$150,860.00		
3	6" 160 PSI, DR 11, HDPE (Directional Bore) (Incl. adapter fittings)	60	LF	\$110.50	\$6,630.00	\$121.00	\$7,260.00	\$235.00	\$14,100.00		
4	Tracer Wire System for Water	1	LS	\$38,200.00	\$38,200.00	\$25,000.00	\$25,000.00	\$47,350.00	\$47,350.00		
5	Cut and Cap Existing Water Line in Place	5	Each	\$450.00	\$2,250.00	\$1,500.00	\$7,500.00	\$1,800.00	\$9,000.00		
6	Connection: Proposed 6" to Existing 2" (Hot Tap w/ Valve & Other Fittings)	2	Each	\$1,600.00	\$3,200.00	\$2,175.00	\$4,350.00	\$2,025.00	\$4,050.00		
7	Connection: Proposed 6" to Existing 6" (Hot Tap w/ Valve & Other Fittings)	4	Each	\$5,400.00	\$21,600.00	\$4,830.00	\$19,320.00	\$4,600.00	\$18,400.00		
8	Connection: Proposed 6" to Existing 6" (Coupling & Other Fittings)	1	Each	\$2,500.00	\$2,500.00	\$2,650.00	\$2,650.00	\$1,600.00	\$1,600.00		
9	Connection: Proposed 6" to Existing 8" (Hot Tap w/ Valve & Other Fittings)	1	Each	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$4,635.00	\$4,635.00		
10	Connection: Proposed 6" to Proposed 6" (Tee & Other Fittings)	3	Each	\$1,800.00	\$5,400.00	\$1,690.00	\$5,070.00	\$1,825.00	\$5,475.00		
11	6" Gate Valve	10	Each	\$2,075.00	\$20,750.00	\$1,650.00	\$16,500.00	\$1,950.00	\$19,500.00		
12	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	7	Each	\$6,450.00	\$45,150.00	\$5,450.00	\$38,150.00	\$6,900.00	\$48,300.00		
13	Remove & Salvage Existing Fire or Flushing Hydrant	1	Each	\$500.00	\$500.00	\$740.00	\$740.00	\$875.00	\$875.00		
14	Residential Service Tap (3/4") (Incl. Fittings, Tapping Saddle, Corp Stop, etc.)	151	Each	\$630.00	\$95,130.00	\$680.00	\$102,680.00	\$835.00	\$126,085.00		
15	Commercial Service Tap (1" and over) (Incl. Fittings, Tapping Saddle, Corp Stop, etc.)	1	Each	\$1,015.00	\$1,015.00	\$2,075.00	\$2,075.00	\$1,525.00	\$1,525.00		
16	1/2" Service Tubing (Open Cut)	1510	LF	\$3.50	\$5,285.00	\$2.80	\$4,228.00	\$8.50	\$12,835.00		
17	1/2" Service Tubing (Bored)	2220	LF	\$13.50	\$29,970.00	\$17.50	\$38,850.00	\$12.00	\$26,640.00		
18	1" and over, Service Tubing (Open Cut)	20	LF	\$5.00	\$100.00	\$32.00	\$640.00	\$15.00	\$300.00		
19	2" Master Meter Reconnection	1	Each	\$1,950.00	\$1,950.00	\$2,450.00	\$2,450.00	\$675.00	\$675.00		
20	Remove, Relocate and Reset Existing Water Meter (Incl. fittings, etc.)	1	Each	\$2,480.00	\$2,480.00	\$860.00	\$860.00	\$400.00	\$400.00		

Exhibit "B"

Memorandum of Understanding (MOU) between City of Petal and Petal Sports Association Inc. (PSA), a non-profit youth sports association. This agreement/partnership is a joint venture between the above-mentioned parties offering Youth Sports and Activities in all ages. This agreement shall be enforced for a period of (1) year from the effective date executed.

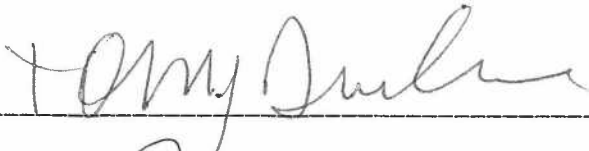
The City of Petal Shall:

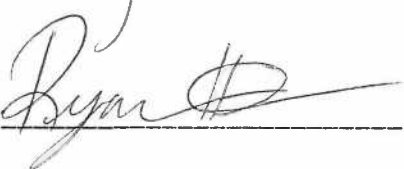
- Provide the Athletic Department with sufficient personnel to manage all Sports and Activities.
- Provide the maintenance, preparation, and setup of facilities and provide support for all approved Sports and Activities.
- Pay for Tournament Bid Fees that are approved by the City of Petal Board.
- Make improvements to facilities that are agreed on between the City of Petal and the PSA board.

PSA Shall:

- Manage/Approve all Rules and Policies for all Youth Sports, Adult Sports and Activities. Offer advisement to the Coordinator on dealing with any Parent, Coach or Player's issues/complaints.
- Make 1 yearly payment to the City minus the agreed upon Zero Balance and provide a financial statement to the city of Petal Mayor and Board. This yearly payment will be made on the 3rd Tuesday of September. Zero Balance for PSA Baseball/Softball is \$10,000, Basketball is \$5, 000, Football & Cheer is \$5,000 for a total of \$20,000. For each major sport added the Zero Balance will increase by \$5,000.
- Schedule all sports and events through the City of Petal Park and Recreation Department.
- Handle any outside rental scheduling of any sports fields.
- Provide player insurance and facility insurance if required.
- Oversee and operate Concessions at all facilities.
- Purchase necessary equipment and supplies needed to efficiently, equitably, and successfully implement each sport.

(Would like to revisit the MOU Nov 1)

The city of Petal:  Date: 3-23-23

Petal Sports Association Inc.  Date: 3/13/2023

APPROVED

MAR 24 2022

Exhibit "C"

COLLINS & NULL

6760 US Hwy 98, Suite 2 Hattiesburg, MS 39402
601-271-9044 (T) 601-271-9099 (F)

ENGAGEMENT LETTER

March 9th, 2023

Name of Client: City of Petal
Attention: Rocky Eaton
Address:
City, State, Zip
Phone: 601.297.9585/reaton@tef-law.com

As per our conversation regarding the property located in Petal, Ms., we will provide an appraisal report based on following conditions:

Total Appraisal Fee	\$3,500
Appraisal Due Date	30 days pending receipt of signed engagement letter
Property PPINS	PPIN 35539, 29167

Conditions of Agreement

Terms: The client will provide the following items: (if applicable)

- 1) All current leases or contracts to purchase on property.
- 2) Any environmental conditions that we need to be aware of
- 3) Any hypothetical assumptions or limiting conditions
- 4) Third party reports to be considered in appraisal (wetlands, timber cruise, cost estimates, engineering etc.)
- 5) Effective date if other than inspection (ie: date of death)
- 6) Access to all properties

*Please include all items on the above lists if available. The lack of necessary items could delay delivery, and/or fee if deemed necessary.

Changes: If the client requests changes, the appraiser must be notified in writing. Changes may result in changes to the terms outlined in this engagement letter and may require a new contract, an increased fee, or a time-based fee that will be added to the original fee.

Cancellation: The client can cancel this agreement by contacting the appraiser by phone and sending a written notice. We will submit an invoice for the professional time and expenses that have accrued until we received notice that this agreement has been cancelled.

Environmental: Unless we are provided a phase one, phase two, or other environmental report that states a specific problem, our values will assume no environmental problems exist with the subject properties.

Engineering Unless we are provided an engineering report that states a specific problem, our values will assume no engineering problems concerning utilities, drainage, roadways, wetlands, or any other engineering problems exist with the subject properties.

Testimony or Other This engagement covers the appraisal fee only. Any requirements for testimony, or other requirements, outside the normal scope of the appraisal report such as pre-trial meetings or depositions outside the city of Hattiesburg, requests for information, court testimony, etc., will be billed directly to the client at an hourly rate of \$275 per hour plus travel expenses.

The appraisal will be prepared in conformity with USPAP and the Bylaws, Regulations, and Code of Professional Ethics and Standards of the Appraisal Institute.

The client agrees to defend, indemnify and hold harmless Appraiser from any damages, losses or expenses, including attorneys' fees and litigation expenses at trial or on appeal, arising from allegations asserted against Appraiser by any third party that if proven to be true would constitute a breach by Client of any of Client's obligations, representations or warranties made in this agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "claim"). In the event of a Claim, Appraiser shall have the right to engage independent counsel to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this Agreement, which approval will not be unreasonably withheld, delayed or conditioned.

Nothing in this agreement shall create a contractual relationship between Appraiser or Client or any third party, or any cause of action in favor of any third party. This agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to any third parties identified herein.

We cannot guarantee that a financial institution will agree to use this report for financing or underwriting decisions. If you agree to all of the above outlined terms, please sign below to engage our services. Thank you for this opportunity to serve you.

Should you have any questions, please contact our firm at (601)271-9044.

Sincerely,

George Null

Client/Co-Executor:

Client/Co-Executor:

Date:

Print Name/Title:

Tony Ducker
3/22/23
Tony Ducker, Mayor

Exhibit “D”

<div><div></div><div></div><div>STATE OF MISSISSIPPI, CITY OF PETAL</div><div>SOUTHERN PINES ANIMAL SHELTER CONTRACT</div><div>This contract between CITY OF PETAL and Southern Pines Animal Shelter (hereinafter the "Contract") is made as of January 1st, 2023 (the "Effective Date") by and between CITY OF PETAL (hereinafter "the Municipality") and SOUTHERN PINES ANIMAL SHELTER (hereinafter "Southern Pines") and runs through December 31st, 2023.</div><div>WHEREAS, Southern Pines (hereinafter "Animal Shelter") constitutes an animal shelter on property that it owns in Forrest County within the City of Hattiesburg and the Healthy Pet Clinic (hereinafter "Clinic") that is leases in Forrest county within the City of Hattiesburg ; and</div><div>WHEREAS, the Municipality deems it to be in the best interest of the citizens of the Municipality to enter into a Contract with Southern Pines for the operation and administration of the Animal Shelter and Clinic for animals intaked by the Municipality's Animal Control Officer; and</div><div>WHEREAS, the Municipality and Southern Pines have agreed to this new Contract that will supersede and replace any previous agreements;</div><div>THEREFORE, the parties to this Contract, in consideration of these promises, the mutual covenants and conditions contained herein and other valuable consideration by each party hereto, do hereby agree to terminate existing agreements as of the Effective Date and covenant and agree as of the Effective Date as follows:</div><div>Article I. Services</div><div>Section 1.01 Southern Pines shall have physical possession and control of the Animal Shelter and Clinic and be responsible for ongoing maintenance of the building and all animals on the Animal Shelter and Clinic premises.</div><div>Section 1.02 During the Term of this Contract, Southern Pines will serve as the receiving organization for up to 200 Community Cats as delivered into its custody by the Municipality's agents as per the Sections below.</div><div>Section 1.03 A Community Cat is any fully or partially outdoor, free-roaming cat. These cats can be friendly, feral, young, old, owned, and/or stray.</div><div>Section 1.04 Community Cats eligible for this contract are at least 2 months old and 2 lbs in size, and they must be healthy and without obvious injury or illness.</div><div>Section 1.05 Municipality officers will deliver eligible Community Cats to Southern Pines Healthy Pet Clinic Monday-Wednesday of each week from 8am-2pm, with a maximum of 6 cats per day. Cats will not be accepted on other days. The Healthy Pet Clinic will alter, immunize against rabies, and</div><div>1</div><div>ear-tip these felines who will then be picked up by a Municipality officer the day after surgery from 9am-2pm to be released back to their original location.</div><div>Section 1.05 (a) Community Cats determined to be declawed will not be eligible for TNR and will be transferred to Southern Pines Animal Shelter and will be adopted, transferred, or humanely euthanized at the discretion of Southern Pines.</div><div>Section 1.06 Community Cats for whom return to field is not an option due to injury, illness, or age (under 2 months and/or 2 lbs) will not be accepted into the care of Southern Pines. They will be the sole responsibility of the Municipality and its agents. Cats picked up by Municipality officers with "tipped" ears (when the top of one ear has been removed) should be considered already altered and immunized and should not be brought to Southern Pines. Cats picked up by Municipality officers with rabies tags or other ID tags should be considered owned pets and should not be brought to Southern Pines.</div><div>Section 1.07 Once the Community Cat limit has been reached, the City may cease bringing Community Cats or may reach out to Shelter management to increase that number for an additional fee.</div><div>Section 1.08 Southern Pines will provide educational materials for officers to disperse in the community on the benefits of TNR (trap neuter release).</div><div>Section 1.09 Southern Pines observes the following holidays and is fully closed to the public and Animal Control on these days:</div><div><div><div></div><div><ul style="list-style-type: none">• New Year's Day, January 1st• Martin Luther King Jr. Day, January 16th• Easter Day, April 9th• Memorial Day, May 29th• Independence Day, July 4th• Labor Day, September 4th• Thanksgiving Day, November 23rd• Christmas Eve, December 24th• Christmas Day, December 25th</div></div></div><div>Section 1.10 Under unusual circumstances where the chief executive of Southern Pines or his/her designee reasonably determines that an animal(s) cannot be adequately, safely, or humanely housed at the Animal Shelter or Clinic, or if the projected length of stay will adversely impact the animal's health as determined by Southern Pines' veterinary staff and/or chief executive of Southern Pines or his/her designee, Southern Pines will decline to accept the animal into its care.</div><div>Section 1.11 Community Cats will not be held for any stray hold period.</div><div>Section 1.12 Animals determined to be ill or injured to such an extent that it would be inhumane to allow said animals to live or be deemed a threat to the health and safety of Southern Pines' staff or the public based on the animal's behavior, Southern Pines shall have the right to humanely euthanize the animal(s) in accordance with state law and at the discretion of Southern Pines' veterinary staff and/or chief executive of Southern Pines or his/her designee, including before the conclusion of a stray hold period.</div><div>2</div></div> <td data-bbox="883 338 1544 2360"><div><div>Section 1.13 The Municipality officers must sanitize their hands, vehicle, and all used traps or enclosures between each animal.</div><div>Section 1.14 Southern Pines shall employ a competent and qualified agent for executing the responsibilities under this Contract who shall report to the Board of Directors of Southern Pines.</div><div>Section 1.15 The operation, supervision, and management of the Animal Shelter shall be under the sole control of Southern Pines.</div><div>Section 1.16 Southern Pines is not responsible or liable for any equipment owned by the Municipality, or its agents, law enforcement officers, or citizens that is left on Animal Shelter or Clinic property.</div><div>Section 1.17 Southern Pines shall keep full and accurate operational records on all animals delivered into its custody by the Municipality and citizens, which records shall, among other information, include the date, place, reason, and manner whereby animals were brought into custody, together with a description of the animal and a record of its final disposition. All such records of Southern Pines shall upon reasonable request by the Municipality be made available to the Municipality or its designated agents for auditing purposes.</div><div>Section 1.18 Nothing herein shall impair the ability of Southern Pines, at its discretion, to receive and provide for the humane disposition of dogs and cats running at-large or delivered into its custody by municipalities or citizens. Any fees or expenses paid to Southern Pines from municipalities, citizens, or granting organizations and any moneys collected by Southern Pines as a result of fund-raising, program services, or other activities shall be the Southern Pines' sole money and not a set-off against fees to be paid by the Municipality.</div><div>Section 1.19 Southern Pines reserves the right to limit and or halt all intakes from the public, the Municipality and its agents, law enforcement officers, and citizens, and all other municipalities in times of national, state, or local emergency; pandemic; internal emergencies; overcrowding; disease outbreak; and supply and/or staffing shortages. Southern Pines will notify the Municipality officials in cases where intake must be limited or halted and will implement a plan for normalizing intake as soon as possible.</div><div>Section 1.20 Southern Pines will not be compelled to euthanize animals where such euthanasia goes against the mission of the organization, state law, and/or local ordinance.</div><div>Section 1.21 Municipality officers/agents will identify and document a verifiable physical street address for where the animal is picked up, by said officers/agents, prior to delivering the animal to Southern Pines. Officers/agents will fully complete necessary forms at the time of impoundment. All other law enforcement, agents, and citizens are required to go through Southern Pines' regular surrender process and are not covered by this contract.</div><div>Section 1.22 Officers must present any pertinent bite reports for animals being impounded at the time of impoundment. Southern Pines is obligated to enact bite holds only in cases where documentation has been provided by the officer/agent at the time of impoundment.</div><div>3</div><div>Section 1.23 Only animals who have bitten humans causing broken skin are eligible for a 10 day bite quarantine, as per <u>Mississippi state law</u>. Animals who have bitten or killed other animals or who did not break skin will not be held for a 10 day bite quarantine.</div><div>Section 1.24 Municipality officers and agents will wear gloves in the field and at the Animal Shelter or Clinic when handling all animals under 6 months of age and agree to change gloves between groups of animals. All reasonable attempts will be made by officers and agents to reduce contamination of all animals, especially dogs and cats under 6 months of age.</div><div>Section 1.25 Officers and agents agree to keep all transportation vehicles, animal housing areas, and equipment in safe, sanitary, and working order. Southern Pines reserves the right to refuse intake of animals from vehicles and/or housing areas that are deemed to be unsanitary or unsafe.</div><div>Section 1.26 Animals that have been housed at any Municipal, nonprofit, and/or commercial housing or boarding facility are not eligible for intake at Southern Pines. This includes but is not limited to temporary or long term housing areas operated by the Municipality, shelters, rescues, or any unlicensed boarding facilities. Animals that have been housed at veterinary clinics for medical care or licensed boarding facilities during a court hold or other hold are excluded from this restriction.</div><div>Section 1.27 Animals under 6 months of age shall never be placed on any ground, floor, or other surface aside from a sanitized trap, crate, or enclosure. Animals under 6 months of age shall never be handled without gloves.</div><div>Section 1.28 A Southern Pines agent will carry an operational cell phone at all times during operation hours. Municipality officers/agents must use this phone to notify Southern Pines agents of their arrival time and number/type of animals impounded when departing the pickup address so that a staff member may be deployed to unload and sanitize their vehicle.</div><div>Section 1.29 Towels, blankets, or other breathable cloth should be used to cover the traps or carriers to reduce stress and provide shade to the cats inside. These should not be reused for multiple cats and can be returned to the Clinic for clean ones.</div><div>Section 1.30 For Clinic drop off: Enter through the back door of the Clinic. There is a doorbell on the top left side. Place traps in the hallway under the calendar. Leave trap covered. Attach fully completed paperwork to a clip board and sit it on top of the corresponding cat.</div><div>Section 1.31 For Clinic pickup: Enter through the back door of the Clinic. There is a doorbell on the top left side. A staff member will assist you with the cat pickup to ensure the correct, altered cats are returned to their original locations.</div><div>Article II. Contract Fee</div><div>Section 2.01 For the fulfillment of the above Contract, the Municipality agrees to pay Southern Pines Animal Shelter the amount of FIFTEEN THOUSAND DOLLARS (\$15,000).</div><div>4</div></div></td>	<div><div>Section 1.13 The Municipality officers must sanitize their hands, vehicle, and all used traps or enclosures between each animal.</div><div>Section 1.14 Southern Pines shall employ a competent and qualified agent for executing the responsibilities under this Contract who shall report to the Board of Directors of Southern Pines.</div><div>Section 1.15 The operation, supervision, and management of the Animal Shelter shall be under the sole control of Southern Pines.</div><div>Section 1.16 Southern Pines is not responsible or liable for any equipment owned by the Municipality, or its agents, law enforcement officers, or citizens that is left on Animal Shelter or Clinic property.</div><div>Section 1.17 Southern Pines shall keep full and accurate operational records on all animals delivered into its custody by the Municipality and citizens, which records shall, among other information, include the date, place, reason, and manner whereby animals were brought into custody, together with a description of the animal and a record of its final disposition. All such records of Southern Pines shall upon reasonable request by the Municipality be made available to the Municipality or its designated agents for auditing purposes.</div><div>Section 1.18 Nothing herein shall impair the ability of Southern Pines, at its discretion, to receive and provide for the humane disposition of dogs and cats running at-large or delivered into its custody by municipalities or citizens. Any fees or expenses paid to Southern Pines from municipalities, citizens, or granting organizations and any moneys collected by Southern Pines as a result of fund-raising, program services, or other activities shall be the Southern Pines' sole money and not a set-off against fees to be paid by the Municipality.</div><div>Section 1.19 Southern Pines reserves the right to limit and or halt all intakes from the public, the Municipality and its agents, law enforcement officers, and citizens, and all other municipalities in times of national, state, or local emergency; pandemic; internal emergencies; overcrowding; disease outbreak; and supply and/or staffing shortages. 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Animals under 6 months of age shall never be handled without gloves.</div><div>Section 1.28 A Southern Pines agent will carry an operational cell phone at all times during operation hours. Municipality officers/agents must use this phone to notify Southern Pines agents of their arrival time and number/type of animals impounded when departing the pickup address so that a staff member may be deployed to unload and sanitize their vehicle.</div><div>Section 1.29 Towels, blankets, or other breathable cloth should be used to cover the traps or carriers to reduce stress and provide shade to the cats inside. These should not be reused for multiple cats and can be returned to the Clinic for clean ones.</div><div>Section 1.30 For Clinic drop off: Enter through the back door of the Clinic. There is a doorbell on the top left side. Place traps in the hallway under the calendar. Leave trap covered. 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Exhibit “D”

Section 2.01 The Municipality may choose to add any of the following services to their contract from the below menu at the listed annual fee. These costs will be added together to determine the Contract Fee for the 2023 Contract Year:

- 2.01(a): For SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$7,500.00), residents and non-law enforcement agents of the Municipality will receive a 50% discount on surrender fees of all dogs and cats from the Municipality that are surrendered by appointment to Southern Pines Animal Shelter during the duration of this contract.
- 2.01(b): For THREE THOUSAND AND FIVE HUNDRED DOLLARS (\$3,500.00), Southern Pines will conduct one free dog and cat rabies vaccination clinic for citizens in the Municipality during the Contract period.
- 2.01(c): For THREE THOUSAND AND FIVE HUNDRED DOLLARS (\$3,500.00), Southern Pines will conduct one free dog and cat spay/neuter clinic for up to 30 Municipality pets during the Contract period. We can conduct up to one of these events per month for \$3,500 each.
- 2.01(d): For TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$2,500.00), Southern Pines will conduct one free cat only spay/neuter clinic for up to 30 Municipality cats during the Contract period. We can conduct as many of these as the Municipality requests for \$2,000.00 each.
- 2.01(e): For THREE THOUSAND DOLLARS (\$3,000.00), Southern Pines agents will be available during business hours to accompany the Municipality's law enforcement officers on suspected animal abuse cases at their request and render their professional judgment regarding the health, safety, and humane conditions of suspected abuse cases. Southern Pines will provide mentorship regarding the Mississippi animal cruelty law and will be available for court proceedings that result from abuse cases.
- 2.01(f): For TEN THOUSAND DOLLARS (\$10,000), Southern Pines will accept injured, ill, and neonatal Community Cats into its care to receive a disposition at the discretion of Southern Pines Animal Shelter.

Section 2.02 In consideration of the above-mentioned covenants of Southern Pines, the Municipality agrees to pay Southern Pines a yearly amount as determined by the Municipality in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000). The fees set forth herein will be evaluated on an annual basis and may be increased or decreased by agreement of the parties hereto. There shall not be an automatic annual adjustment of fees; however, Southern Pines shall submit budget requests annually pursuant to the Municipality's usual budget procedures. The Municipality shall not be responsible for payment of costs of animals identified as not coming from the Municipality. Southern Pines will receive payments of 1/12 the Yearly Fee amount (ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS \$1,250 monthly) in the Municipality Budget in monthly installments OR the Municipality may choose to pay the full sum up front at the beginning of the contract year. Southern Pines is in charge of all aspects of managing the Animal Shelter and Clinic, including but not limited to: maintaining strict compliance with all applicable local, state, and federal rules and regulations, managing the budget, and diligently controlling all monetary aspects of the Animal Shelter and Clinic.

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Article III. Management

Section 3.01 The parties agree Southern Pines shall own, operate, and maintain all aspects of the Animal Shelter located at 1901 North 31st Avenue, Hattiesburg, MS 39401 and Clinic located at 1304 Hardy St, Hattiesburg, MS 39401.

Article IV Default and Remedies

Section 4.01 Default. Any one of the following events shall be deemed a default and a breach of this Contract, namely:

- (a) If a party fails to observe or perform any of the terms, covenants or conditions of this Contract, and such failure continues after the expiration of 30 days from the date the non-defaulting party gives written notice to the defaulting party calling attention to the existence of such failure, provided however, that if the defaulting party cannot reasonably correct the default within said 30 day period, the defaulting party shall be given a mutually agreeable period of time to correct the default; or
- (b) If a party is declared bankrupt or insolvent by judicial decree; or
- (c) If a party takes the benefit of any federal reorganization; or
- (d) If a party makes a general assignment for benefit of creditors.

Section 4.02 Rights in Event of Default. In the event of any default by a party as herein provided, the non-defaulting party at any time thereafter, shall have the right to terminate this Contract by giving the defaulting party written notice of such termination, whereupon, this Contract shall be regarded as canceled as of the date of the non-defaulting party's termination notice and to pursue all other remedies available at law or equity.

Article V. Miscellaneous

Section 5.01 Assignment. Neither Southern Pines nor the Municipality may assign this Contract or any of its rights or obligations hereunder without the other parties' written consent.

Section 5.02 Notices. All notices and other communications under this Contract shall be in writing and shall be deemed duly given if personally delivered or if mailed by registered mail or certified mail, return receipt requested, first class, postage prepaid as follows:

- o Southern Pines: P.O. Box 2021, Hattiesburg, MS 39403. Attn: Executive Director
- , to the Municipality:

The parties shall be responsible for notifying each other of any changes in address or contact person(s).

Section 5.03 Entire Contract. This Contract contains the entire agreement between the parties hereto. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them, other than as herein set forth,

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Section 5.04 Integration. This Contract is intended by the parties hereto to be an integration of all prior and contemporaneous promises, agreements, conditions, negotiations and undertakings between the parties hereto.

Section 5.05 Modification. This Contract may not be modified orally or in any other manner than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

Section 5.06 Partial Invalidity. If any term, covenant, condition or provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby (provided that neither party is substantially denied the benefit of its bargain hereunder), and each term, covenant, condition and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

Section 5.07 Headings. The headings used in this Contract are for reference and convenience only, and shall not enter into the interpretation hereof.

Section 5.08 Counterparts. This Contract may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Section 5.09 Gender. Whenever herein the singular number is used, the same shall include the plural, and the masculine in gender shall include the feminine and neuter genders, and vice versa, all as the context shall require.

Section 5.10 Application of Law. It is the intention of the parties hereto that all questions with respect to the construction of this Contract and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Mississippi.

Section 5.11 Binding Effect. Subject to the limitations set forth herein, all of the covenants, conditions and obligations contained in this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

Section 5.12 No Joint Venture. Nothing in this Contract shall be interpreted or deemed to constitute the Municipality and Southern Pines as partners or joint ventures in regard to the transactions contemplated in this Contract, or in any aspect thereof.

Section 5.13 Delays. Neither party shall be responsible or liable, or deemed in breach hereof, to the extent the performance of their respective obligations hereunder are prevented or delayed due solely to circumstances beyond the reasonable control and without the fault or negligence of the party experiencing such impediment to performance, including but not limited to acts of God; unusually severe weather; flood, cyclone, hurricane, tornado, earthquake or other similar catastrophe; war, hostility or acts of a public enemy; riots; labor difficulties; fire, epidemics, quarantine restrictions; inability despite due diligence to obtain required licenses; fire; or other casualty for which such party claiming the Force Majeure is not responsible (such causes hereinafter called 'Force Majeure').

The party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance. The party experiencing the Force Majeure shall

promptly give written notification to the other party. This written notification shall include a full and complete explanation of the Force Majeure and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome the Force Majeure. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period reasonably necessary to overcome the effect of the delay.

**** The remainder of this page is intentionally left blank. ****

IN WITNESS WHEREOF, the parties hereto have executed this Contract in the amount of INSERT AMOUNT as of the day and year first above written.

CITY OF PETAL, MISSISSIPPI

WITNESSES:

BY: 

Its,

SOUTHERN PINES ANIMAL SHELTER

BY

Its, Amanda Paris Shelter Director



8

Exhibit “E”

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

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 281-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Petal, UEI Number: JZKGREFT3S79 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

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

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Dawson Cut Off Sewer Replacement” (the “Project”).

3. PURPOSE

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

4. SCOPE OF WORK

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

5. TERMS AND CONDITIONS

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

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. PERIOD OF PERFORMANCE

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

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

7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$1,212,237.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$522,516.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$522,516.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$167,205.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$48,489.48**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Hundred Twenty-Two Thousand Five Hundred Sixteen Dollars and Zero Cents (\$522,516.00)** (the “Maximum Amount”).

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit “E”

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

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

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

8. **AMENDMENTS OR MODIFICATION**

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

9. **PROGRESS REPORTS**

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

REPORTING PERIOD	DEADLINE
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

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

10. **FAILURE TO TIMELY PERFORM**

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

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

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

13. **CONTRACTS**

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

14. **APPLICABLE LAW**

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

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

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

11. **FINAL PAYMENT AND REPORT**

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

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

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

12. **FINANCIAL MANAGEMENT AND COMPLIANCE**

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

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

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

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

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

15. **AVAILABILITY OF FUNDS**

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

16. **REPRESENTATION REGARDING CONTINGENT FEES**

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

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

Exhibit “E”

17. **REPRESENTATION REGARDING GRATUITIES**

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

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

The applicable UG provisions are as follows:

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

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

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

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

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

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

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

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

22. **E-PAYMENT**

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

23. **INTERVENTIONS**

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

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

19. **SUBAWARDS**

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

20. **COMPLIANCE WITH LAWS**

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

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

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

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

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

21. **STOP WORK ORDER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. **E-VERIFICATION**

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

Exhibit “E”

As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 04-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. PAYMODE

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

27. TERMINATION

The Agreement may be terminated as follows:

A. Termination For Convenience.

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. DEBARMENT AND SUSPENSION

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties;

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;
- C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and
- E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. FAILURE TO ENFORCE

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

B. Termination For Default.

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

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

C. Termination Upon Bankruptcy.

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

28. DISPUTES

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

29. ANTI-ASSIGNMENT/CONTRACTING

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any

33. INDEMNIFICATION

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

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ’s contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney’s fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. SUBRECIPIENT STATUS

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

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

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

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

35. INSURANCE

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. ENTIRE AGREEMENT

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements,

Exhibit “E”

irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. ORAL STATEMENTS

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

38. RECORD RETENTION AND ACCESS TO RECORDS

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

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. RIGHT TO AUDIT

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and

regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. RIGHT TO INSPECT WORK; ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. SEVERABILITY

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

42. THIRD PARTY ACTION NOTIFICATION

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

43. CERTIFICATIONS

SUBRECIPIENT’s execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT’s Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview.”

D. All of SUBRECIPIENT’s LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. WAIVER

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ

Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. CONFLICT OF INTEREST

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. EVALUATION

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. VENUE

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

Exhibit “E”

51. **HEADINGS**

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

52. **NOTICES**

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

If to MDEQ: Attention: MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT: Attention: Mayor Tony Ducker
119 W 8th Ave
Petal, MS 39465
Phone: (601) 545-1776
E-mail: tducker@cityofpetal.com

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF PETAL

Mayor Tony Ducker
Signature of Authorized Representative

Tony Ducker
Printed Name

Mayor
Title

5/22/23
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Dawson Cut Off Sewer Replacement

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

Scope of work for the Project is to include the replacement of sanitary sewer lines, pump station, and appurtenances near Dawson Cut Off.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;

b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;

c. Within 15 days of execution of this Agreement, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

d. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;

e. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;

f. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;

g. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;

h. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;

i. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;

j. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

Exhibit “E”

ATTACHMENT B
SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT
RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

- 1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
- 2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
- 3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
- 4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
- 5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

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

ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claim investigations, or audit findings involving the records have been resolved and final action taken

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

Exhibit “E”

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

Exhibit "F"
SERVICE AGREEMENT
AMENDMENT #1

CLEARWATER SOLUTIONS, LLC
AND
THE CITY OF PETAL, MISSISSIPPI

This amendment (the Amendment) is made to the Professional Service Agreement by Clearwater Solutions, LLC and the City of Petal, Mississippi, parties to the Agreement (the Agreement) dated October 1, 2022.

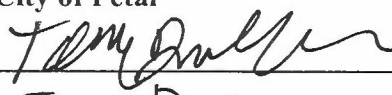
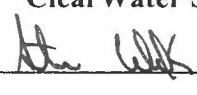
The Agreement shall be amended as follows:

Article -V – Compensation shall be amended as follows:

1. It is mutually understood and agreed upon by both parties that the Service Provider shall be compensated for an additional \$850 per month for a total Annual Fee of \$1,483,200 (\$123,600 monthly). This shall cover the difference in salary for a new employee outside of pay scale’s contracted allowance.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

All other Service Agreement terms and conditions in the existing Agreement dated October 1, 2022 shall remain in full force and effect.

The City of Petal		ClearWater Solutions, LLC	
By: <u></u>	By: <u></u>		
Name: <u>Tony Ducker</u>	Name: <u>Steve Wonach</u>		
Title: <u>Mayor</u>	Title: <u>State Manager</u>		
Date: <u>3/27/2023</u>	Date: <u>3/27/2023</u>		