

**CITY OF BYRAM**  
**MINUTES FOR REGULAR MEETING OF THE**  
**MAYOR AND BOARD OF ALDERMEN**  
**THURSDAY, MAY 25, 2023, 7:00 PM**  
**City Hall, 5901 Terry Road**

**1. Welcome and Call to Order**

Mayor Richard White called the meeting to order at 7:05 p.m.

**2. Invocation**

**3. Pledge of Allegiance**

**4. Roll Call**

Present: Richard White, Mayor  
Erma Johnson, Alderman Ward I  
Diandra Hosey, Alderman Ward II, Mayor Pro Tem  
Robert Amos, Alderman Ward III  
Teresa Mack, Alderman Ward IV  
Roschelle Gibson, Alderman Ward V  
Roshunda Harris-Allen, Alderman At Large (joined by Zoom)  
Linda White, Deputy City Clerk  
Absent: David Moore, Alderman Ward VI  
Legal Counsel Present: Attorney Zack Giddy

**5. Presented Items**

**(a) Approval of lowest and best bid for the Siwell Road Striping Improvement Project - Mr. Ron McMaster**

*Motion to approve the bid from Traffic Control Products Co., Inc., in the amount of \$187,534.00 for the Striping Improvement Project from Terry Road to Henderson Road*

Moved By: Alderman Gibson

Seconded By: Alderman Hosey

MOTION Passed

Ayes: Johnson, Hosey, Amos, Gibson, Harris-Allen

Nays: Mack

Absent: Moore

**(b) Public Hearing for the purpose of determining whether or not a Conditional Use shall be allowed for a convenience store/gas station in a C-3 Zoned District on the following described property located in the City of Byram, Mississippi: On Byram Parkway & Terry Road Parcel #4851-380, continued from May 11, 2023 - Attorney John Scanlon & Eric Munden, Building Official**

Eric Munden, Building Official, requested that this item be pulled from the Agenda

**6. Approval of Consent Agenda Items**

*Motion to approve items a though l*

Moved By: Alderman Hosey

Seconded By: Alderman Gibson

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Harris-Allen

Absent: Moore

- (a) **Approval of Work Session Minutes of the Mayor and Board of Aldermen, May 8, 2023 – Linda White, Deputy City Clerk**
- (b) **Approval of Mayor and Board Meeting Minutes from May 11, 2023-Linda White, Deputy City Clerk**
- (c) **Approval of Election Support Agreement with Pharos Consulting Services for the June 13th election - Linda White, Deputy City Clerk**
- (d) **Approval to contract with Elections Systems Software for voting machines and technical support for the June 13th election, in the amount of \$6,337.00 - Linda White, Deputy City Clerk**
- (e) **\$436.00 estimated travel expenses for L. Kent to attend the MS Labor and Employment Seminar in Ocean Springs, MS on July 26 through 28, 2023 (001-140-610)**
- (f) **\$23,000.00 To Pickering Firm, Inc. Engineering for the 23 MS Municipal and County Water Infrastructure Program Project (001-195-602)**
- (g) **Acceptance of donations for the Blue Dawg Program from: Anonymous - \$20.00, The Byrant Agency - \$250.00, Dockery Grill - \$1,000.00, and the Committee to Elect Fabian Nelson - \$100.00 - Chief David Errington**
- (h) **\$1,151.00 - \$350.00 to MS Assn. Chiefs of Police, registration for Sgt. J. Michael Aycox to attend Mississippi Command College in Oxford, MS, July 9-14, 2023, with estimated travel expenses of \$801.00 (001-200-610/611)**
- (i) **\$2,038.88 - \$700.00 to MS Chapter FBINAA, registration for Chief D. Errington and Lt. R. Kincaid to attend the FBINAA MS Chapter 2023 Summer Conference in Gulfport, MS, Aug. 13-17, 2023, with estimated travel expenses of \$669.04 each (001-200-610/611)**
- (j) **Approval for B. Kelly instead of J Burse to attend EMT class at AMR, in Jackson, MS, June 5 through August 11, 2023, at no cost to the City for the class, with class material costs of \$318.75 per person (001-260-611)**
- (k) **\$166,355.90 to McMaster & Associates, Inc. for Job #M-3090, M-3006, M-3040, M-3000, M-3021, M-3060, and M-3110 - Bill Miley, Director of Public Works**

**(I) \$30,193.25 to MS Paving & Construction, Inc, Payment Application #1 for the 2023 City Overlay Project (001-301-91)**

**Discussion/Action**

**7. \$563,791.15 Claims for May 3 through 17, 2023 - Linda White, Deputy City Clerk**

Motion to approve

Moved By: Alderman Gibson

Seconded By: Alderman Amos

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Harris-Allen

Absent: Moore

**8. MS Municipality and County Water Infrastructure Grant 2023 Resolution - Linda White, Deputy City Clerk**

Motion to approve Resolution

Moved By: Alderman Amos

Seconded By: Alderman Johnson

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Harris-Allen

Absent: Moore

**9. MS Policy Conference, Biloxi, MS, August 10 - 13, August 10 is a Board Meeting - Linda White, Deputy City Clerk**

No action taken.

**10. Appointment of Voting Delegate and Alternate for the MML Conference in June 2023 - Linda White, Deputy City Clerk**

Motion to Approve the appointment of Alderman Gibson as Voting Delegate and Alderman Mack as Alternate for the June 2023 MML Conference

Moved By: Alderman Gibson

Seconded By: Alderman Mack

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Harris-Allen

Absent: Moore

**11. Announcements**

No action taken.

*Ms. Pamela Shields of Byram commended Alderman Johnson on being instrumental in getting the Welcome to Byram signs at various entrances to the city.*

**12. Adjourn**

Motion to adjourn at 7:45 p.m.

Moved By: Alderman Hosey

Seconded By: Alderman Mack

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Harris-Allen

Absent: Moore

APPROVED: 

Richard White, Mayor

Date: 6-8-23

ATTEST: 

Angela Richburg, City Clerk

Date: 6-8-23



# CITY OF BYRAM

## Claims Docket

05/03/2023 to 05/17/2023

**MAY 26, 2023 CHECK RUN**

### **Paid Claims:**

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PACKET # 7689	\$29,653.17	05/12/2023 UTILITIES, AGENDA RUN (IN HOUSE)	Pages 1-2 attached
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### **Unpaid Claims:**

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PACKET # 7681	\$35,162.58	05/26/2023 2nd A.P. (IN HOUSE)	Pages 3-5 attached
PACKET # 7699	\$467,792.12	05/26/2023 2nd A.P. A/P AUTOMATION	Pages 6-9 attached
PACKET # 7700	\$31,183.28	05/26/2023 2nd A.P. (SEWER AUTOMATION)	Page 10 attached

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<b>Total Claims:</b>	<b>\$563,791.15</b>
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City of Byram, MS

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# Docket of Claims Register

APPKT007689 - 05/12/2023 UTILITIES, AGENDA RUN (IN HOUSE)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
								Distribution Amount
00161	AT & T	3149084393	CIRCUIT 05/01/2023 - 05/31/2023	Invoice	05/01/2023	CIRCUIT 05/01/2023 - 05/31/2023	001-200-605	223.05
00217	BUILDING OFFICIALS ASSOCIATIC	05112023	REGISTRATION - ERIC MUNDEN, JUNE	Invoice	05/11/2023	REGISTRATION - ERIC MUNDEN, JUNE	001-280-611	200.00
01992	C SPIRE BUSINESS SOLUTIONS	0000684790-58	PHONES - ALL DEPARTMENTS	Invoice	04/26/2023	PHONES - ALL DEPARTMENTS	001-110-605 001-190-605 001-195-605 001-200-605 001-260-605 001-280-605 001-301-605 400-700-605	5,384.39 179.55 166.35 1,106.10 1,870.94 1,229.68 166.35 332.71 332.71
02367	CENTENNIAL PLAZA - OASIS RESC	05112023	CONF # 129545511, ERIC MUNDEN, JL	Invoice	05/11/2023	CONF # 129545511, ERIC MUNDEN, JL	001-280-610	600.00
00048	CENTERPOINT ENERGY	CH05022023 FD05022023 PD05022023 PD05022023-2 PW05022023	CH 5909 TERRY RD UNT GEN 03/27/20 FD 200 BYRAM PKWY 03/27/2023 - 04 PD 141 SOUTHPOINTE DR E 03/27/20; PD-2 130 SOUTHPOINTE DR STE G 03/ PW 550 EXECUTIVE BLVD 03/27/2023	Invoice Invoice Invoice Invoice Invoice	05/02/2023 05/02/2023 05/02/2023 05/02/2023 05/02/2023	CH 5909 TERRY RD UNT GEN 03/27/20 FD 200 BYRAM PKWY 03/27/2023 - 04 PD 141 SOUTHPOINTE DR E 03/27/20; PD-2 130 SOUTHPOINTE DR STE G 03/ PW 550 EXECUTIVE BLVD 03/27/2023	001-195-630 001-260-630 001-200-630 001-200-630 001-301-630 400-700-630	513.10 36.04 350.80 45.67 34.92 22.84 22.83
00052	COMCAST	PW04282023	ACCT # 8396 41 046 0073014 (05/03/;	Invoice	04/28/2023	ACCT # 8396 41 046 0073014 (05/03/;	001-301-605 400-700-605	147.38 73.69 73.69
02775	ESCLAVON, MELEAH	05112023	OVERPAYMENT/REFUND	Invoice	05/11/2023	OVERPAYMENT/REFUND	001-000-398	100.00
00859	GOLDEN NUGGET BILOXI HOTEL	05112023	CONF # XYSYB, BRANDE MITCHELL, JUI	Invoice	05/11/2023	CONF # XYSYB, BRANDE MITCHELL, JUI	001-200-610	134.00 134.00

Docket of Claims Register

APPKT007689 - 05/12/2023 UTILITIES, AGENDA RUN (IN HOUSE)

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00019	GUEST CONSULTANTS, INC	DKT0034005					17,418.75
	7029	REHAB LIFT STATION - BYRAM PKWY/T	Invoice	05/11/2023	REHAB LIFT STATION - BYRAM PKWY/T	400-700-602	1,507.50
	7030	23-014 FIRE STATION #1 GRAVITY SEW	Invoice	05/11/2023	23-014 FIRE STATION #1 GRAVITY SEW	400-700-602	472.50
	7031	REHAB LIFT STATION - WAFFLE HOUSE	Invoice	05/11/2023	REHAB LIFT STATION - WAFFLE HOUSE	400-700-602	7,823.75
	7032	LOCATING LIFT STATION IN LAKE DOCK	Invoice	05/11/2023	LOCATING LIFT STATION IN LAKE DOCK	400-700-602	5,285.00
	7033	LAGOON LEVEE REPAIR	Invoice	05/11/2023	LAGOON LEVEE REPAIR	400-700-602	1,080.00
	7035	GENERAL SERVICES	Invoice	05/11/2023	GENERAL SERVICES	400-700-602	1,250.00
00019	GUEST CONSULTANTS, INC	DKT0034006					1,062.50
	7034	GENERAL SERVICES	Invoice	05/11/2023	GENERAL SERVICES	001-100-602	312.50
	7036	PROJECTS & PLAN REVIEW	Invoice	05/11/2023	PROJECTS & PLAN REVIEW	001-190-602	625.00
	7037	GENERAL SERVICES	Invoice	05/11/2023	GENERAL SERVICES	001-301-602	125.00
00342	IIMC	DKT0034007					435.00
	05112023-1	MEMBERSHIP - CYNTHIA ELABOR	Invoice	05/11/2023	MEMBERSHIP - CYNTHIA ELABOR	001-140-622	125.00
	05112023-2	MEMBERSHIP - JULIA KRAFT	Invoice	05/11/2023	MEMBERSHIP - JULIA KRAFT	001-140-622	125.00
	05112023-3	MEMBERSHIP - ANGELA RICHBURG	Invoice	05/11/2023	MEMBERSHIP - ANGELA RICHBURG	001-140-622	185.00
00002	MS MUNICIPAL LEAGUE	DKT0034008					210.00
	05112023-1	ROSHELLE J. GIBSON, BASIC & ADVAN	Invoice	05/11/2023	ROSHELLE J. GIBSON, BASIC & ADVAN	001-100-611	70.00
	05112023-2	ROSHUNDA HARRIS-ALLEN, BASIC LEV	Invoice	05/11/2023	ROSHUNDA HARRIS-ALLEN, BASIC LEV	001-100-611	35.00
	05112023-3	ERMA J JOHNSON, ADVANCED LEVEL	Invoice	05/11/2023	ERMA J JOHNSON, ADVANCED LEVEL	001-100-611	35.00
	05112023-4	ERMA J JOHNSON, BASIC LEVEL	Invoice	05/11/2023	ERMA J JOHNSON, BASIC LEVEL	001-100-611	35.00
	05112023-5	DAVID MOORE, PROFESSIONAL LEVEL	Invoice	05/11/2023	DAVID MOORE, PROFESSIONAL LEVEL	001-100-611	35.00
01766	SNSB SERVICES	DKT0034009					3,000.00
	4796	GRASS MOWED @ GARY/TERRY RDS, S	Invoice	05/08/2023	GRASS MOWED @ GARY/TERRY RDS, S	001-301-638	1,500.00
	4796-2	GRASS MOWED @ GARY/TERRY RDS, S	Invoice	05/08/2023	GRASS MOWED @ GARY/TERRY RDS, S	001-301-638	1,500.00
02744	STREET COP TRAINING	DKT0034010					225.00
	INV-98842	TRAINING - OFFICER DAZIA JOHNSON,	Invoice	05/04/2023	TRAINING - OFFICER DAZIA JOHNSON,	001-200-611	225.00
<b>Total Claims: 14</b>						<b>Total Payment Amount:</b>	<b>29,653.17</b>



City of Byram, MS

**Docket of Claims Register**

APPKT007681 - 05/26/2023 2nd A.P. (IN HOUSE)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
01291	ALL SEASONS EVENTS, INC	5640-2	PO6424 TENTS, TABLES & CHAIRS SBF	Invoice	04/26/2023	PO6424 TENTS, TABLES & CHAIRS SBF	100-550-640	1,373.50
02047	AMAZON CAPITAL SERVICES	11RH-KYQM-HWHJ	LAMINATING MACHINE & PAPER	Invoice	05/14/2023	LAMINATING MACHINE & PAPER	001-260-500	1,079.24
		13N1-RDFL-14YM	PO6650-SHOT TMR, CLNG PATCHES,BC	Invoice	05/11/2023	PO6650-SHOT TMR, CLNG PATCHES,BC	001-200-503	49.46
		1FR6-X3HX-PRNX	BINDING COVERS, ENVELOPES	Invoice	05/07/2023	BINDING COVERS, ENVELOPES	001-140-500	800.57
							001-140-500	19.99
							001-140-500	51.90
							001-140-500	6.49
		1FR6-X3HX-TTPL	GLOVES, DOOR STOPS	Invoice	05/08/2023	GLOVES, DOOR STOPS	001-190-500	6.99
							400-700-505	98.94
							400-700-510	6.92
		1XC6-YN46-6717	LEAK PROOF SPECIMEN CUPS	Invoice	05/16/2023	LEAK PROOF SPECIMEN CUPS	001-200-505	37.98
00042	AT&T	7082928705	NCIC 04/01/2023 - 04/30/2023	Invoice	05/01/2023	NCIC 04/01/2023 - 04/30/2023	001-200-609	214.61
02628	BURNETT, JULIAN	INV0069256	BURNETT, JULIAN	Invoice	07/25/2022	BURNETT, JULIAN	400-000-156	106.43
02270	CAMERON, BILLY	05052023	TRAVEL REIMBURSEMENT, COLUMBIA	Invoice	05/05/2023	TRAVEL REIMBURSEMENT, COLUMBIA	001-200-610	173.17
		262487	REIMBURSEMENT - WIPER BLADES & f	Invoice	05/05/2023	REIMBURSEMENT - WIPER BLADES & f	001-200-570	106.65
00123	CAPITAL ONE TRADE CREDIT	253896	SUPPLIES	Invoice	05/12/2023	SUPPLIES	001-260-505	66.52
		276739	RUBBERMAID CONTAINERS	Invoice	05/15/2023	RUBBERMAID CONTAINERS	001-260-505	291.34
		341750	RETURN	Credit Memo	05/09/2023	RETURN	100-550-505	80.04
		415773	INMATE SUPPLIES	Invoice	05/11/2023	INMATE SUPPLIES	001-195-505	58.97
		525950	GROUND BREAKING CEREMONY	Invoice	05/04/2023	GROUND BREAKING CEREMONY	001-260-505	-41.02
		752305	PAPER	Invoice	05/17/2023	PAPER	001-200-500	20.94
		806747	STARBUCKS, REDBULLS, CASHEWS	Invoice	04/28/2023	STARBUCKS, REDBULLS, CASHEWS	100-550-505	39.16
		925505	SLANT CANOPY	Invoice	05/16/2023	SLANT CANOPY	001-260-505	42.26
02777	CBC INSTITUTE	MSPOLICYCONFERENCE-23QBG	REGISTRATION - ERMA JOHNSON	Invoice	05/15/2023	REGISTRATION - ERMA JOHNSON	001-100-611	41.02
01348	CITY OF JACKSON	CH05102023	CH 5900 TERRY RD 04/07/2023 - 05/01/2023	Invoice	05/10/2023	CH 5900 TERRY RD 04/07/2023 - 05/01/2023	001-195-630	49.97
		PD05102023	PD 141 SOUTHPOINTE DR 04/07/2023	Invoice	05/10/2023	PD 141 SOUTHPOINTE DR 04/07/2023	001-200-630	400.00
		PW05012023	PW 550 EXECUTIVE BLVD 04/07/2023	Invoice	05/01/2023	PW 550 EXECUTIVE BLVD 04/07/2023	001-301-630	151.21
							400-700-630	32.90
								38.98
								39.66
								39.67



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APPKT007681 - 05/26/2023 2nd A.P. (IN HOUSE)

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
01447	DOUBLE TREE BY HILTON HOTEL 05112023	DKT0034083 PO 6574 ROOMS FOR MML	Invoice	05/11/2023	PO 6574 ROOMS FOR MML	001-100-610 001-110-610 001-120-610 001-140-610 001-301-610	6,474.00 4,071.00 834.00 417.00 596.00 556.00
00361	DPS CRIME LAB 90131409	DKT0034084 ANALYTICAL FEES	Invoice	05/15/2023	ANALYTICAL FEES	001-200-614	720.00 720.00
0005	ENTERGY 10017521065 10017595584 160005995111 295005934358  295005934487 455004242071 475004190600	DKT0034085 COLLECTIVE BILL (DAVIS ROAD PARK) # COLLECTIVE BILL (TRAFFIC SIGNALS) # CH 5901 TERRY RD 04/10/2023 - 05/01 PW 231 SOUTHPOINTE DR 04/07/2023  PD-2 130 SOUTHPOINTE DR STE G 04/ FD 200 BYRAM PKWY 04/10/2023 - 05 PD 141 SOUTHPOINTE DR 04/07/2023	Invoice Invoice Invoice Invoice  Invoice Invoice Invoice	04/24/2023 05/15/2023 05/11/2023 05/10/2023  05/10/2023 05/11/2023 05/10/2023	COLLECTIVE BILL (DAVIS ROAD PARK) # COLLECTIVE BILL (TRAFFIC SIGNALS) # CH 5901 TERRY RD 04/10/2023 - 05/01 PW 231 SOUTHPOINTE DR 04/07/2023  PD-2 130 SOUTHPOINTE DR STE G 04/ FD 200 BYRAM PKWY 04/10/2023 - 05 PD 141 SOUTHPOINTE DR 04/07/2023	001-550-630 001-301-631 001-195-630 001-301-630 400-700-630 001-200-630 001-260-630 001-200-630	4,642.05 711.16 471.41 787.09 204.78 204.78 99.43 1,161.03 1,002.37
0005	ENTERGY 10017595585	DKT0034086 COLLECTIVE BILL (SEWER) # 10201798	Invoice	05/15/2023	COLLECTIVE BILL (SEWER) # 10201798	400-700-632	9,229.96 9,229.96
02780	ESCLAVON-BOYD, MARY 05152023	DKT0034087 OVERPAYMENT/REFUND FOR DOCKET	Invoice	05/15/2023	OVERPAYMENT/REFUND FOR DOCKET	001-000-398	100.00 100.00
00913	FIRST NATIONAL BANK OF OMAHA 05132023-1 05152023-2 05152023-3 05222023 INV201924358	DKT0034088 INTEREST CREDIT ON INTEREST KBB ANNUAL WEBSITE FEES (WIX.COM) HOTEL/TRAVEL WHISKEY ON THE RIVE COURT ZOOM MEETING 05/13/2023 -	Invoice Credit Memo Invoice Invoice Invoice	05/13/2023 05/15/2023 05/15/2023 05/22/2023 05/13/2023	INTEREST CREDIT ON INTEREST KBB ANNUAL WEBSITE FEES (WIX.COM) HOTEL/TRAVEL WHISKEY ON THE RIVE COURT ZOOM MEETING 05/13/2023 -	001-195-681 001-195-681 001-195-681 001-200-610 001-110-681	403.42 4.22 -1.75 338.95 46.01 15.99
00058	FLEETCOR TECHNOLOGIES OPER. NP64353237  NP64377149	DKT0034089 VEHICLE FUEL FOR 05/01/2023 - 05/01  VEHICLE FUEL FOR 05/08/2023 - 05/14	Invoice  Invoice	05/08/2023  05/15/2023	VEHICLE FUEL FOR 05/01/2023 - 05/01  VEHICLE FUEL FOR 05/08/2023 - 05/14	001-200-525 001-260-525 001-280-525 001-301-525 001-550-525 400-700-525 001-200-525 001-260-525 001-280-525 001-301-525 001-550-525 400-700-525	6,319.83 2,004.88 245.29 59.05 174.70 94.49 239.68 2,093.23 289.05 115.76 527.18 82.16 394.36

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APPKT007681 - 05/26/2023 2nd A.P. (IN HOUSE)

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
01904	GANNETT RIVER STATES PUBLIS 0005575337	DKT0034090 NOTICES/PUBLIC HEARINGS	Invoice	04/30/2023	NOTICES/PUBLIC HEARINGS	001-190-615 001-190-615 001-301-615	216.49 43.73 32.78 139.98
02457	GEORGE, MIKE 05102023	DKT0034091 TRAVEL REIMBURSEMENT, SOUTHAVE	Invoice	05/10/2023	TRAVEL REIMBURSEMENT, SOUTHAVE	001-200-610	18.25 18.25
00019	GUEST CONSULTANTS, INC 7038	DKT0034092 STREET MAP ANNEXATION	Invoice	05/11/2023	STREET MAP ANNEXATION	001-195-602	1,910.00 1,910.00
01862	HORTON, HARRY 2208	DKT0034093 REIMBURSEMENT - EMBROIDERED/LO	Invoice	05/16/2023	REIMBURSEMENT - EMBROIDERED/LO	001-260-535	166.00 166.00
02779	MS BUREAU OF INVESTIGATION FD05162023-1 FD05162023-2 FD05162023-3 FD05162023-4 FD05162023-5 FD05162023-6 FD05162023-7 FD05162023-8 FD05162023-9	DKT0034094 BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE	Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	05/16/2023 05/16/2023 05/16/2023 05/16/2023 05/16/2023 05/16/2023 05/16/2023 05/16/2023 05/16/2023	BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE BACKGROUND CHECK - NEW EMPLOYE	001-260-681 001-260-681 001-260-681 001-260-681 001-260-681 001-260-681 001-260-681 001-260-681 001-260-681	288.00 32.00 32.00 32.00 32.00 32.00 32.00 32.00 32.00 32.00
02599	ODP BUSINESS SOLUTIONS 308731259001 310848815001  310852923001 310852924001 311703774001	DKT0034095 URINAL MATS OFFICE & OTHER SUPPLIES  PENS INK FOR COURT COPIER CUPS, ENVELOPES	Invoice Invoice  Invoice Invoice Invoice	04/15/2023 04/26/2023  04/26/2023 04/27/2023 05/04/2023	URINAL MATS OFFICE & OTHER SUPPLIES  PENS INK FOR COURT COPIER CUPS, ENVELOPES	001-260-510 001-110-500 001-195-505 001-110-500 001-110-500 001-140-500 001-195-505	242.41 45.29 64.11 25.97 9.99 17.99 52.02 27.04
01591	QUADIENT FINANCE USA, INC N9926140	DKT0034096 LEASE ON POSTAGE MACHINE	Invoice	05/01/2023	LEASE ON POSTAGE MACHINE	001-195-681	265.50 265.50
02348	WALTERS, SHAWN 05122023	DKT0034097 TRAVEL REIMBURSEMENT, BILOXI, MS	Invoice	05/12/2023	TRAVEL REIMBURSEMENT, BILOXI, MS	001-200-610	78.11 78.11
02778	WHISKEY ON THE RIVER 05162023	DKT0034098 CONF# GIAA-3492958-W FOR COLIN C	Invoice	05/16/2023	CONF# GIAA-3492958-W FOR COLIN C	001-200-610	299.06 299.06
<b>Total Claims: 24</b>						<b>Total Payment Amount:</b>	<b>35,162.58</b>



City of Byram, MS

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# Docket of Claims Register

APPKT007699 - 05/26/2023 2nd A.P. (A/P AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount	Distribution Amount
00362	ALCO PRO, INC	0271310-IN	PO6662-MOUTHPIECE SENSORS FOR F	Invoice	05/11/2023	PO6662-BATTERY COVERS FOR ALCO-S	001-200-505	206.00	69.00
						PO6662-MOUTHPIECE SENSORS FOR F	001-200-505		137.00
00505	ALERT-ALL	223040208	PO6625 FD CRAYONS & COLORING BK	Invoice	05/01/2023	PO6625 FD COLORING BOOKS FOR KI	001-260-646	455.00	325.00
						PO6625 FD CRAYONS PACKS FOR KID	001-260-646		130.00
00800	APPLEWHITE, MICHAEL D JR	04252023	PO6623 FD 100 UNIFORM T-SHIRTS	Invoice	04/25/2023	PO6623 FD 100 UNIFORM T-SHIRTS	001-260-535	928.00	928.00
00611	BARNETT'S BODY SHOP	75165	OIL CHANGE	Invoice	05/11/2023	OIL CHANGE	001-200-570	59.95	59.95
01097	BRITCHES AND BOOTS	186724	PO6626 FD BOOTS FOR F. GREEN	Invoice	04/28/2023	PO6626 FD BOOTS FOR F. GREEN	001-260-535	196.99	196.99
02753	CHAIN ELECTRIC COMPANY	307424	PO6576 BORING AT LAKE DOCKERY	Invoice	05/05/2023	PO6576 BORING AT LAKE DOCKERY	001-550-681	4,500.00	4,500.00
01197	CINTAS CORPORATION #210	4155110222	UNIFORM RENTALS	Invoice	05/10/2023	UNIFORM RENTALS	001-301-535	118.30	33.24
							001-550-535		1.92
							400-700-535		43.79
		4155832429	UNIFORM RENTALS	Invoice	05/17/2023	UNIFORM RENTALS	001-301-535		24.14
							001-550-535		1.92
							400-700-535		13.29
01748	COAST TO COAST COMPUTER PR	A2538899	MIC TONER FOR CHECKS	Invoice	05/05/2023	MIC TONER FOR CHECKS	001-140-500	239.00	239.00
00054	CUSTOM PRODUCTS CORPORATI	391095	PO 6572 6 SIGNS/ 12 POSTS - WELCON	Invoice	05/10/2023	PO 6572 6 SIGNS/ 12 POSTS - WELCON	100-550-906	5,220.72	4,442.76
		391096	PO 6595 DIRECTION SIGN FOR LIBRAR'	Invoice	05/10/2023	PO 6595 DIRECTION SIGN FOR LIBRAR'	001-195-559		777.96
02774	DOCKERY GRILL	04292023	PO6648 SBF CATERING	Invoice	04/29/2023	PO6648 SBF CATERING	100-550-681	588.00	588.00
00516	DULANEY ELECTRIC & ASSOCIATI	9226	PO6640 HOOKED UP GENERATOR FOR	Invoice	05/01/2023	PO6640 HOOKED UP GENERATOR FOR	100-550-681	495.00	495.00
00941	ENVIRONMENT MASTERS	155937560	CH PLANNED MAINTENANCE	Invoice	05/11/2023	CH PLANNED MAINTENANCE	001-195-575	387.50	387.50

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Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
02042	HINDS COUNTY NEWS	DKT0034054					175.00
	2023-260	ONE-FOURTH PAGE CLEAN-UP AD FOR	Invoice	05/01/2023	ONE-FOURTH PAGE CLEAN-UP AD FOR	001-301-615	175.00
00066	INNOVATIVE COMPUTER SOLUTI	DKT0034055					6,065.00
	118676	PD - CLOUD SERVER HOSTING	Invoice	05/01/2023	PD - CLOUD SERVER HOSTING	001-200-681	250.00
	118680	CH ICS CLOUD SERVER HOSTING	Invoice	05/01/2023	CH ICS CLOUD SERVER HOSTING	001-140-650	350.00
	118681	MONTHLY SERVICE CONTRACT	Invoice	05/01/2023	MONTHLY SERVICE CONTRACT	001-110-650	150.00
						001-140-650	502.50
						001-190-650	120.00
						001-195-650	502.50
						001-200-650	1,005.00
						001-260-650	720.00
						001-280-650	120.00
						001-301-650	240.00
	118770	CH ICS CLOUD SERVER HOSTING	Invoice	05/05/2023	I CLOUD HOSTING	001-195-650	2,105.00
00301	JACKSON COMMUNICATIONS	DKT0034056					245.00
	170277	PO6651 FD REPAIR OF PA JACK IN DISP	Invoice	05/08/2023	PO6651 FD REPAIR OF PA JACK IN DISP	001-260-575	245.00
02549	MAGCOR INDUSTRIES	DKT0034057					172.00
	127988	BUSINESS CARDS FOR WHITE/KRAFT	Invoice	05/05/2023	BUSINESS CARDS FOR WHITE/KRAFT	001-120-500	86.00
						001-140-500	86.00
00488	MEL LUNA SAW COMPANY	DKT0034058					301.00
	94349	PO6660 BLADES & BELT	Invoice	05/16/2023	PO6660 BLADES & BELT	001-301-575	256.00
	94350	BLADES TAX EXEMPT LESS \$3.60	Invoice	05/16/2023	BLADES TAX EXEMPT LESS \$3.60	001-550-575	45.00
02436	NEW SOUTH RADIO, LLC	DKT0034059					4,580.00
	10876-00006-0000	PO 6629 DIGIO - RADIO ADVERTISING	Invoice	04/30/2023	PO 6629 DIGIO - RADIO ADVERTISING	100-550-615	1,355.00
	10876-00007-0000	PO 6629 DIGIO - RADIO ADVERTISING	Invoice	04/30/2023	PO 6629 DIGIO - RADIO ADVERTISING	100-550-615	750.00
	10876-00008-0000	PO 6629 DIGIO - RADIO ADVERTISING	Invoice	04/30/2023	PO 6629 DIGIO - RADIO ADVERTISING	100-550-615	1,875.00
	10877-00004-0000	PO 6629 DIGIO - RADIO ADVERTISING	Invoice	04/30/2023	PO 6629 DIGIO - RADIO ADVERTISING	100-550-615	300.00
	10877-00005-0000	PO 6629 DIGIO - RADIO ADVERTISING	Invoice	04/30/2023	PO 6629 DIGIO - RADIO ADVERTISING	100-550-615	300.00
00544	ONEWAY	DKT0034060					575.26
	22141	PO6567-BADGE STICKERS, WRIST BAN	Invoice	03/24/2023	PO6567-BADGE STICKERS - 1 ROLL	001-200-511	334.03
						001-200-511	25.00
						001-200-511	48.23
						001-200-511	168.00

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Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00096	O'REILLY AUTOMOTIVE STORES,	DKT0034061					449.25
	1676-133063	RETURN - UNV FED CONV	Credit Memo	03/11/2023	RETURN - UNV FED CONV	001-260-570	-157.97
	1676-133065	UNV FED CONV	Invoice	03/11/2023	UNV FED CONV	001-260-570	157.97
	1676-135336	WIPER BLADES	Invoice	03/24/2023	WIPER BLADES	001-200-570	31.18
	1676-135337	WIPER BLADES	Invoice	03/24/2023	WIPER BLADES	001-200-570	31.18
	1676-136139	BATTERY	Invoice	03/29/2023	BATTERY	001-200-570	190.09
	1676-136153	CORE RETURN	Credit Memo	03/29/2023	CORE RETURN	001-200-570	-50.63
	1676-138589	WIPER BLADES	Invoice	04/12/2023	WIPER BLADES	001-200-570	39.65
	1676-138725	CAPSULE	Invoice	04/12/2023	CAPSULE	001-200-570	20.62
	1676-141118	CAPSULE	Invoice	04/25/2023	CAPSULE	001-200-570	4.48
	1676-141193	MINI BULB	Invoice	04/26/2023	MINI BULB	001-550-570	4.74
	1676-142787	WIPER BLADES	Invoice	05/05/2023	WIPER BLADES	001-200-570	17.47
	1676-143592	WIPER BLADES	Invoice	05/09/2023	WIPER BLADES	001-200-570	31.18
	1676-144500	RETAINER	Invoice	05/15/2023	RETAINER	001-260-570	4.59
	1676-144514	BUMPER RETAINER	Invoice	05/15/2023	BUMPER RETAINER	001-260-570	4.59
	1676-144623	BATTERY, MOTOROIL (12 QUARTS)	Invoice	05/16/2023	BATTERY, MOTOROIL (12 QUARTS)	001-301-575	107.62
	1676-144789	TRANSMISSION FLUID TREATMENT AL	Invoice	05/17/2023	TRANSMISSION FLUID TREATMENT AL	001-280-570	12.49
00087	PRECISION DELTA COPRPORATIC	DKT0034062					4,978.00
	27148	PO6391-FIXED STOCK SINGLE LAUNCH	Invoice	05/09/2023	PO6391-FIXED STOCK SINGLE LAUNCH	110-200-904	4,978.00
00345	PRECISION PEST MANAGEMENT	DKT0034063					355.00
	40105	PD PEST CONTROL	Invoice	05/08/2023	PD PEST CONTROL	001-200-560	65.00
	40106	PW PEST CONTROL	Invoice	05/08/2023	PW PEST CONTROL	001-301-560	25.00
						400-700-560	25.00
	40107	DAVIS ROAD PARK PEST CONTROL	Invoice	05/08/2023	DAVIS ROAD PARK PEST CONTROL	001-550-560	50.00
	40108	FD PEST CONTROL	Invoice	05/08/2023	FD PEST CONTROL	001-260-560	125.00
	40109	CH PEST CONTROL	Invoice	05/08/2023	CH PEST CONTROL	001-195-560	65.00
01635	PYRO SHOWS, INC	DKT0034064					1,000.00
	18439	2023 SBF AERIAL FIREWORKS DISPLAY	Invoice	04/30/2023	2023 SBF AERIAL FIREWORKS DISPLAY	100-550-681	1,000.00
00423	RAWORTH & HARVEL, LLC	DKT0034065					1,750.00
	JUNE2023	RENT/OFFICE SPACE @ 130 SOUTHPOI	Invoice	05/16/2023	RENT/OFFICE SPACE @ 130 SOUTHPOI	001-200-688	1,750.00
00089	REVELL HARDWARE	DKT0034066					129.09
	185212/4	FIRE ANT KILLER	Invoice	05/04/2023	FIRE ANT KILLER	001-195-505	22.31
	185345/4	SBF - EQUIPMENT FOR "WELCOME" SI	Invoice	05/11/2023	SBF - EQUIPMENT FOR "WELCOME" SI	100-550-505	44.83
	185405/4	BELT, STTII PUMP DRIVE	Invoice	05/16/2023	BELT, STTII PUMP DRIVE	001-301-575	61.95
00901	ROBERT J YOUNG COMPANY INC	DKT0034067					531.17
	INV6310603	PD RECORDS COPIES 04/01/2023 - 04/	Invoice	05/01/2023	PD RECORDS COPIES 04/01/2023 - 04/	001-200-650	228.82
	INV6310604	PD PATROL COPIES 04/01/2023 - 04/31	Invoice	05/01/2023	PD PATROL COPIES 04/01/2023 - 04/31	001-200-650	63.75
	INV6310606	PD CID COPIES 04/01/2023 - 04/30/20	Invoice	05/01/2023	PD CID COPIES 04/01/2023 - 04/30/20	001-200-650	63.75
	INV6310607	COURT COPIER 04/01/2023 - 04/30/20	Invoice	05/01/2023	COURT COPIER 04/01/2023 - 04/30/20	001-110-650	174.85
01123	SIRCHIE ACQUISITION COMPANY	DKT0034068					57.53
	0590228-IN	INTEGRITY EVIDENCE BAGS 9X12	Invoice	05/04/2023	INTEGRITY EVIDENCE BAGS 9X12	001-200-505	57.53

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Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
02539	SYSTRONIC SYSTEMS, LLC 82844	DKT0034069 PO6654 FD FIRE ALARM SYSTM MONI	Invoice	05/05/2023	PO6654 FD FIRE ALARM SYSTM MONI	001-260-575	474.00 474.00
02639	THE PEOPLES BANK 04112023	DKT0034070 REVENUE BONDS, SERIES 2017, TOWN	Invoice	04/11/2023	REVENUE BONDS, SERIES 2017, TOWN	215-140-800 215-140-810 215-140-840	426,508.75 380,000.00 44,758.75 1,750.00
00340	THORNTON, MELVIN G 81913	DKT0034071 PO6635-13-03-MASS AIR FLOW/O-2 SI	Invoice	05/02/2023	PO6635-13-03-INSTALL MASS AIR FLO	001-200-570	885.70 185.00
					PO6635-13-03-MASS AIR FLOW/O-2 SI	001-200-570	224.76
					PO6635-13-03-OIL CHANGE	001-200-570	65.94
	81941	PO6645 FD 2 NEW TIRES, MOUNTED	Invoice	05/04/2023	PO6645 FD 2 NEW TIRES, MOUNTED	001-260-570	410.00
00245	TRAFFIC CONTROL PRODUCTS CC 22230385	DKT0034072 PO6603 TRAFFIC CONTROL BARRIER R	Invoice	05/11/2023	PO6603 TRAFFIC CONTROL BARRIER R	001-301-640	1,408.00 1,408.00
00506	TRIPLE V, INC 05122023	DKT0034073 INMATE MEALS	Invoice	05/12/2023	INMATE MEALS	001-200-683	252.91 252.91
02150	WWW.MYFOX40JACKSON.COM 2966581-1 2966797-1	DKT0034074 PO 6628 SBF TV COMMERCIAL PO 6628 SBF TV COMMERCIAL	Invoice Invoice	04/30/2023 04/30/2023	PO 6628 SBF TV COMMERCIAL PO 6628 SBF TV COMMERCIAL	100-550-615 100-550-615	3,505.00 2,505.00 1,000.00
<b>Total Claims: 33</b>						<b>Total Payment Amount:</b>	<b>467,792.12</b>

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City of Byram, MS

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APPKT007700 - 05/26/2023 2nd A.P. (SEWER AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount	
01005	AUTOMATED POWER, INC	S1116362.001	PO6657 CONTACTORS FOR RANCH PUI	Invoice	05/12/2023	PO6657 CONTACTORS FOR RANCH PUI	400-700-577	662.17	
01283	COOPER ELECTRIC MOTOR SERV	RI-2218	PO6618 HYDROMATIC COMPLETE PUM	Invoice	05/04/2023	PO6618 HYDROMATIC COMPLETE PUM	400-700-577	12,754.90	
		RI-2219	PO6617 PENTAIR 15HP COMPLETE PUI	Invoice	05/04/2023	PO6617 PENTAIR 15HP COMPLETE PUI	400-700-577	6,422.18	
00757	DIER, LARRY MICHAEL	941001	PO6659 FOXBURY & BYRAM GAS PUM	Invoice	02/12/2023	PO6659 FOXBURY & BYRAM GAS PUM	400-700-635	6,332.72	
		950853	PO6646 PUMP OUT WALMART & EAG	Invoice	05/05/2023	PO6646 PUMP OUT WALMART & EAG	400-700-635	1,950.00	
00516	DULANEY ELECTRIC & ASSOCIATI	9227	PO6641 CHGD BREAKER BARRINGTON	Invoice	05/01/2023	PO6641 CHGD BREAKER BARRINGTON	400-700-577	700.00	
00495	GRAINGER	05162023	MOTOR START CAPACITORS	Invoice	05/16/2023	MOTOR START CAPACITORS	400-700-577	1,250.00	
02350	HYDRA SERVICE, INC	168224	PO6647 WALMART PUMP RENTAL 4-1	Invoice	05/08/2023	PO6647 WALMART PUMP RENTAL 4-1	400-700-640	303.75	
		168304	PO6592 PUMP RENTAL HOLIDAY RAMI	Invoice	05/08/2023	PO6592 PUMP RENTAL HOLIDAY RAMI	400-700-640	303.75	
00066	INNOVATIVE COMPUTER SOLUTI	118681-5	SEWER-MONTHLY SERVICE CONTRACT	Invoice	05/01/2023	SEWER-MONTHLY SERVICE CONTRACT	400-700-650	34.32	
02728	SHEPPARD SERVICES, LLC	FRI-1701	PO6524 CONTROL PNEL EQUIP & INST.	Invoice	05/12/2023	PO6524 CONTROL PNEL EQUIP & INST.	400-700-577	34.32	
							<b>Total Claims: 8</b>	<b>Total Payment Amount:</b>	<b>31,183.28</b>

**ELECTIONS SUPPORT AGREEMENT**

**FOR CITY OF BYRAM SPECIAL ELECTION 2023**

This agreement is to define the terms and conditions under which election consulting services will be provided by Pharos Consulting Services to City of Byram for training and support in the Statewide Election Management System (SEMS), project management on ES&S election services, election support during the 2023 Municipal Special Election scheduled for June 13, 2023.

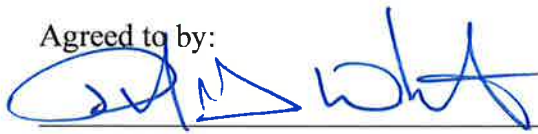
**Training/Support Services Overview**

- Based on services provided in previous election cycles, Pharos is proposing a block of 5 hours with Madalan Lennep, PMP. This agreement is for the services as listed above and begins the date the agreement is signed. Phone calls will be billed in 15 minute increments. Consulting rate is \$100.00/hour. **Only actual hours used will be billed.**

The Pharos consultant working on this effort is an independent contractor and not an agent of the Mississippi Secretary of State's Office. The information provided by Pharos consultants cannot be construed as an official opinion. Additionally, exposure to city information including any purchase, procedure, or process, in this effort is not in any way an approval from the Mississippi Secretary of State's Office.

Calls or text messages may be placed to Madalan Lennep at 601-209-9254 or emails may be sent to [madalan@pharoscs.com](mailto:madalan@pharoscs.com). Calls will be returned the same day if possible and guaranteed to be returned the next business day.

Agreed to by:



City of Byram



Date

Agreed to by:

*Madalan Lennep*  
Pharos Consulting Services

5/22/2023

Date



# ELECTION Systems & Software

May 5<sup>th</sup>, 2023  
Re: Municipal Election Support  
Quote # - ESS-1432  
Angela Richburg (City Clerk)  
City of Byram  
5901 Terry Rd  
Post Office Box 720222  
Byram, MS 39272  
**Phone:** 601-968-7747  
**e-mail:** [arichburg@byram-ms.us](mailto:arichburg@byram-ms.us)

Dear Ms. Richburg,

ES&S is pleased to offer to you the following pricing for your 2023 Municipal Election Support.

**June 13<sup>th</sup>, 2023, Municipal Election Support**

**3 Days of Technician Support @ \$929/per day - \$2,787.00**

**Database Coding & Support - \$1,300.00**

**Rental & Delivery of 2 DS200 Units - \$2,250.00**

**Total - \$6,337.00**

**Ballot Pricing - \$0.36/each**

**Considerations that impact pricing:**

1. Pricing is valid for 60 days.
2. Price includes all travel and expenses.
3. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.

Thank you again for the opportunity to quote your Municipal Election Support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,



Bill Lowe  
Election Systems & Software  
State of Mississippi  
102 Business Park Drive Suite G  
Ridgeland, MS 39157  
Phone - 601-922-2476  
Cell - 601-497-4769  
Fax - 601-922-8475



Election Official Approval

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

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 538-2-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 Byram, UEI Number: F276NKT9CEK9 (“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 Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), 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) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

**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 “Big Creek Sanitary Sewer Interceptor” (the “Project”).

**3. PURPOSE**

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s 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 **\$5,511,037.26**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$2,725,960.12**;

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 **\$2,725,960.12**;

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 **\$59,117.02**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$220,441.49**. 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 **Two Million Seven Hundred Twenty-Five Thousand Nine Hundred Sixty Dollars and Twelve Cents (\$2,725,960.12)** (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 this 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

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, 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:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
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.

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 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:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

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*.<sup>1</sup>

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.

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

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.mswaterinfrastructue.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.

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.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

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.<sup>2</sup>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).<sup>3</sup>

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

<sup>3</sup> <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

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

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 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

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<sup>4</sup> <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

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 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. 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. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <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.

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 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.

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, 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 as 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.

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 the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
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If to SUBRECIPIENT:	Attention: Mayor Richard White 5901 Terry Road Byram, MS 39272 Phone: (601) 372-7746 E-mail: rwhite@byram-ms.us
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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 BYRAM**



\_\_\_\_\_  
Mayor Richard White  
Signature of Authorized Representative



\_\_\_\_\_  
Richard White  
Printed Name



\_\_\_\_\_  
Title



\_\_\_\_\_  
Date



## ATTACHMENT A

### PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

#### PROJECT NAME

**Big Creek Sanitary Sewer Interceptor**

#### SCOPE OF WORK

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

The Project will construct a gravity sanitary sewer line from the west side of I-55 to the Trahon WWTF (Phase I of the Big Creek Interceptor).

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. On or about December 31, 2023, 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. On or about January 3, 2024, advertise each construction contract for bids;
  - d. On or about February 17, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, 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);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. 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;
- m. 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>.

## **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.

## **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

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

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, claims, 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.

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.

## ATTACHMENT D

### ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

#### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.



3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.