

**12.10 Dispute Resolution:** Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the “Dispute”), both Parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this section, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

**12.11 Binding Authority:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this Agreement.

**12.12 Exhibits:** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

**12.13 Legal Representation:** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contribution of both parties.

**12.14 Notices:** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand, mailed by United States registered or certified mail, sent by facsimile addressed as follows:

**As to CONSULTANT:** Arrington & Associates, LLC  
Post Office Box 1175  
Gautier, MS 39553  
Phone: 228-627-0727  
Fax: 228-497-1942

**As to CITY:** Samantha Abell, City Manager  
City of Gautier, Mississippi  
3330 Hwy 90  
Gautier, MS 39553

**With a Copy to:** Dennis Reeves, Director of Public Works  
City of Gautier, Mississippi  
3330 Hwy 90  
Gautier, MS 39553

**With a Copy to:**

Patty Huffman, Grants and Special Projects Manager  
City of Gautier, Mississippi  
3330 Hwy 90  
Gautier, MS 39553

Each Party hereto may change its mailing address by giving the other party notice of such change.

**12.15 Entire Agreement:** This Agreement is intended by both parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any prior representations, statements, or agreements contrary heretofore made.

**12.16 Assignment of Rights/Subletting of Contract:** This Agreement shall not be sublet and/or assigned to any other party except with the written permission of the CITY.

**12.17 Attorney's Fees:** In the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date first written above.

**CONSULTANT:**

**Arrington & Associates, LLC**

**CITY of Gautier, Mississippi:**

By: *Andy Arrington*

By: \_\_\_\_\_

Printed Name: ANDY ARRINGTON

Printed Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_