

**Tuesday
May 21, 2013
Gautier, Mississippi**

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Council of the City of Gautier, Mississippi was held May 21, 2013 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Tommy Fortenberry, Council Members Johnny Jones, Hurley Ray Guillotte, Gordon Gollott, Mary Martin, Scott Macfarland, Adam Colledge, City Manager Samantha Abell, City Clerk Cynthia Russell, City Attorney Robert Ramsay and other concerned citizens.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
May 21, 2013 @ 6:30 PM**

- I. Call to Order**
 - 1 Prayer**
 - 2 Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1 Office closed Monday, May 27th in observance of Memorial Day**
 - 2 Municipal General Election Tuesday, June 4th, 7AM – 7PM at Gautier Convention Center**
 - 3 Freedom and Pray Walk Saturday, June 8th, 9AM – 12PM beginning at Gautier City Hall**
- IV. Presentation Agenda**
 - 1 Goodwill Industries Week Proclamation**
 - 2 National Safe Boating Week Proclamation**
 - 3 April 2013 Financial Reports by Teresa Montgomery**
- V. Public Agenda**
 - 1 Agenda Comments**
- VI. Business Agenda**

- 1 Order approving 2013 MDOT Urban Youth Corps Program Memorandum of Understanding
- 2 Order approving Judicial Correction Services, Inc. contract
- 3 Order approving Preliminary Engineering Services Contract Extension for the LPA Group, Inc. for the Martin Bluff Widening and Improvements Project (STP-9194-00(001)LPA/105069-811000)
- 4 Order approving Docket of Claims

VII. Consent Agenda (All items approved in one motion)

- 1 Order approving appointment to the Jackson County Emergency Communications District
- 2 Order approving Council Meeting minutes from May 7, 2013
- 3 Resolution approving the continuance of the Deep Water Horizon Oil Spill Local Emergency
- 4 Order accepting April 2013 Privilege License Report
- 5 Resolution approving No Protest Agreement between the City of Gautier and Mississippi Development Bank as required by MS Code of 1972 Annotated 21-27-23
- 6 Approval of water and sewer account credit in the amount of \$671.55 at 9023 Ferry Point

**STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
May 21, 2013**

- 1 Discuss Citizen Comments
- 2 Discuss Council Comments
- 3 Discuss City Manager Comments
- 4 Discuss City Clerk Comments
- 5 Discuss City Attorney Comments

Adjourn until June 4, 2013 at 5:30 PM
www.gautier-ms.gov

Motion was made by Councilman Gollott to add Consent Item #7 – Grant application to the U.S. Department of Transportation for Transportation Investment Generating Economic Recovery (TIGER) Program funding to the agenda and approve the agenda order. Motion was seconded by Councilwoman Martin and unanimously carried.

Announcements

- 1 **Office closed Monday, May 27th in observance of Memorial Day**
- 2 **Municipal General Election Tuesday, June 4th, 7AM – 7PM at the Gautier Convention Center**
- 3 **Freedom and Prayer Walk Saturday, June 8th, 9AM – 12PM beginning at Gautier City Hall**

FOR IMMEDIATE RELEASE

Today's Date: May 15, 2013

In an attempt to raise awareness of human trafficking on the Mississippi Gulf Coast, concerned citizens of Gautier will be conducting a "Freedom and Prayer Walk." The event is scheduled for June 8, 2013 from 9:00 am – 12:00 pm.

The event will begin with a prayer rally and speaker at Gautier City Hall. Participants will walk the north sidewalk along highway 90 while displaying signs that bring awareness to human trafficking. Participants will walk to the end of the sidewalk and return to City Hall to conclude the event with another Prayer Rally.

The "Freedom and Prayer Walk" is a family-friendly event designed to gather citizens of all faiths and backgrounds together in a community setting to bring about awareness and pray for divine intervention on behalf of all of those involved in human trafficking.

For more information please contact freedomandprayerwalk@gmail.com, follow on Twitter [@freedomandprayerwalk](https://twitter.com/freedomandprayerwalk), or visit the Gautier Freedom and Prayer Walk Facebook page.

Participants are encouraged to be prepared for warm temperatures and light outdoor activity involved in a 3-mile roundtrip walk. The use of sunscreen is advised. Water will be provided. Participants should arrive before 9:00 am. Parking will be at Gautier City Hall.

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Presentations

- 1 **Goodwill Industries Week Proclamation**
- 2 **National Safe Boating Week Proclamation**
- 3 **April 2013 Financial Reports Teresa Montgomery**

CITY OF GAUTIER PROCLAMATION

WHEREAS, Goodwill Industries International is a network of 186 community-based autonomous member organizations that serves people with workplace disadvantages and disabilities by providing job training and employment services, as well as job placement opportunities and post-employment support; and

WHEREAS, with locations in the United States, Canada and 23 other countries, Goodwill Industries enhances the quality and dignity of life for individuals, families, and communities on a global basis, through the power of work, by eliminating barriers to opportunity for people with special needs, and by facilitating empowerment, self-help, and service through dedicated, autonomous local organizations; and

WHEREAS, the vision statement of goodwill Industries International is: goodwill industries will be satisfied only when every person in the global community has the opportunity to achieve his/her fullest potential as an individual and to participate and contribute fully in all aspects of a productive life;

NOW, THEREFORE, I Mayor Tommy Fortenberry, hereby proclaim the week beginning May 5th and ending May 11, 2013 as

GOODWILL INDUSTRIES WEEK IN GAUTIER, MS

IN TESTIMONY WHEREOF, I have given under my hand and the seal of the City of Gautier, Mississippi this the 21st day of May, 2013.



Tommy Fortenberry, Mayor

**City of Gautier
Proclamation**

WHEREAS, Flotilla 3-8 of the United States Coast Guard Auxiliary will launch “National Safe Boating Week” (May 18th through May 24th); and

WHEREAS, the Coast Guard Auxiliary is the voluntary civilian component of the United States Coast Guard chartered Congress in 1939 and dedicated to boating safety; and

WHEREAS, Flotilla 3-8, as the local unity of the United States Coast Guard Auxiliary, Division 3 of the Eighth Coast Guard District, Coastal Region, is committed to promoting safe boating by teaching safe boating courses, assisting the Coast Guard missions in our area, and performing vessel safety exams;

NOW, THEREFORE I, Tommy Fortenberry, Mayor of the City of Gautier, do hereby proclaim the week of May 19– 24, 2013

“NATIONAL SAFE BOATING WEEK”

in Gautier, and ask all citizens to join me in urging all who use our beautiful waterways to acquire those skills essential to their own safety and the safety of others.

IN TESTIMONY WHEREOF, I have given under my hand and the seal of the City of Gautier, Mississippi this the 21st day of May, 2013.

Tommy Fortenberry, Mayor

April 2013 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$1,427,620.73
MS Development Loan Katrina	Depository Account	007-000-001	\$2,960.45
CDBG-Downtown Revitalization	Depository Account	012-000-001	(\$344.20)
Transportation Enhancement	Depository Account	013-000-001	\$45,000.00
Martin Bluff Road Improvements	Depository Account	128-000-001	\$259,683.40
U S Justice Equitable Sharing	Depository Account	157-000-001	\$212,134.72
Fire Protection Fund	Depository Account	160-000-001	\$221,185.72
DMR-BP Oil Spill Grant	Depository Account	165-000-001	(\$348.94)
MDOT-Youth Corp Program	Depository Account	166-000-001	
Tidelands Grant	Depository Account	171-000-001	(\$9,806.25)
Library Support Fund	Depository Account	172-000-001	\$3,823.23
Shepard State Park Fund	Depository Account	176-000-001	\$3,611.40
Solid Waste Fund	Depository Account	404-000-001	\$52,090.23
General Ledger Cash Balance			<u>\$2,217,809.49</u>
General Depository Reconciled Cash Balance			\$2,219,197.35

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	\$217,782.89
	Enterprise Account-Hancock	400-000-002	\$1,258,603.90
	CIAP:Old Shell-Hancock	414-000-002	(\$27,500.00)
Utility Bond Refunding	Enterprise Account-Hancock	430-000-002	\$13,216.66
	General Ledger Cash Balance		
Enterprise Reconciled Cash Balance			\$1,459,020.38

APRIL 2013
YEAR TO DATE TOTALS

General Fund Totals

	BUDGET FY 2013	As of April 2013	Balance	58.33% % to date
General Fund Revenues	9,404,149.00	5,925,339.80	3,478,809.20	63.0%
Expenditures:				
001 Legislative	98,035.00	59,989.47	38,045.53	61.1%
010 City Court	278,801.00	133,540.55	145,260.45	47.8%
021 City Manager	167,163.00	95,902.53	71,260.47	57.3%
022 Human Resources	134,607.00	76,883.27	57,723.73	57.1%
030 Elections	15,500.00	1,191.13	14,308.87	7.6%
040 City Clerk	449,702.00	253,683.69	196,018.31	56.4%
060 City Attorney	80,878.00	47,030.27	33,847.73	58.1%
090 Economic Dev - Planning	675,191.00	360,361.47	314,829.53	53.3%
091 Antique Fair	5,000.00	0.00	5,000.00	
092 Building & General Expenses	373,900.00	247,646.69	126,253.31	66.2%
100 Police	3,514,444.00	1,887,831.64	1,626,612.36	53.7%
161 Fire	1,809,066.00	1,073,220.92	735,845.08	59.3%
170 Recreation	161,052.00	89,494.78	71,557.22	55.5%
200 PW: Administration	27,541.00	27,538.69	2.31	99.9%
201 PW: Streets	282,976.00	197,314.80	85,661.20	69.7%
205 PW: Maintenance	196,069.00	116,667.82	79,401.18	59.5%
295 Drainage Systems	0.00	1,379.84	(1,379.84)	
680 Debt Service	86,161.00	86,161.00	0.00	100.0%
900 Interfund Transfers	996,695.00	253,673.65	743,021.35	25.4%
556 Contingency				
General Fund Expenditures	9,352,781.00	5,009,512.21	4,343,268.79	53.5%
<i>Total Operating Expenditures</i>	8,002,272.00	4,501,055.76	3,501,216.24	
<i>Total Capital Outlay Expenditure</i>	61,700.00	45,378.52	16,321.48	
<i>Total Debt Service</i>	292,114.00	209,404.28	82,709.72	
<i>Total Transfers Out</i>	996,695.00	253,673.65	743,021.35	
<i>Total Contingencies</i>	0.00	0.00	0.00	
<i>Check Total</i>	9,352,781.00	5,009,512.21	4,343,268.79	
<i>Personnel</i>	6,533,548.40	3,738,830.95	2,794,717.45	57.2%
<i>Supplies</i>	441,277.00	198,504.53	242,772.47	45.0%
<i>Other Services</i>	1,027,446.60	563,720.28	463,726.32	54.9%
<i>Capital Outlay</i>	61,700.00	45,378.52	16,321.48	73.5%
<i>Debt Service</i>	292,114.00	209,404.28	82,709.72	71.7%
<i>Interfund Transfers</i>	996,695.00	253,673.65	743,021.35	25.5%
<i>Contingencies</i>	0.00	0.00	0.00	
<i>Check Total</i>	9,352,781.00	5,009,512.21	4,343,268.79	53.5%
Beginning Cash Balance			1,413,672.50	
General Fund Revenue			654,578.32	
General Fund Expenditures			640,630.09	
Remaining balance			1,427,620.73	

APRIL 2013
YEAR TO DATE TOTALS

<i>General Depository Special Funds</i>	BUDGET	As of	April	58.33%
	FY 2013		2013	% to date
			Balance	
007 MS Dev 2.36M Katrina Bonds				
Revenues	278,566.25	248,637.50	29,928.75	89.20%
Expenditures	279,616.25	249,172.50	30,443.75	89.10%
012 CDBG Downtown Revitalization				
Revenues	3,093,900.00	2,482,358.33	611,541.67	80.20%
Expenditures	2,880,337.00	2,269,139.06	611,197.94	78.70%
013 TE-Downtown Revitalization				
Revenues	450,000.00	45,000.00	405,000.00	
Expenditures	450,000.00	0.00	450,000.00	
014 CIAP-Town Center				
Revenues	777,000.00	0.00	777,000.00	
Expenditures	777,000.00	0.00	777,000.00	
157 US Justice Equitable Sharing				
Revenues	0.00	56,831.49	-56,831.49	
Expenditures	0.00	13,753.34	-13,753.34	
160 Fire Protection Fund				
Revenues	176,785.00	0.00	176,785.00	
Expenditures	255,989.00	4,445.98	251,543.02	1.70%
166 MDOT Youth Corp Program				
Revenues	34,150.53	37,935.81	-3,785.28	111.00%
Expenditures	35,000.00	3,308.88	31,691.12	9.40%
171 Combined Tidelands Grant				
Revenues	701,713.00	16,575.00	685,138.00	2.30%
Expenditures	695,856.75	20,325.00	675,531.75	2.90%
172 Library Support Fund				
Revenues	117,603.00	90,802.63	26,800.37	77.20%
Expenditures	117,603.00	94,734.77	22,868.23	80.50%
176 Shepard State Park				
Revenues		18,397.50	-18,397.50	
Expenditures		14,686.10	-14,686.10	
404 Solid Waste Fund				
Revenues	1,369,696.90	614,318.81	755,378.09	44.90%
Expenditures	1,417,235.90	611,664.52	805,571.38	43.20%

APRIL 2013
YEAR TO DATE TOTALS

Special Fund
130 \$7M GO Bond - Capital Improvements
000 Revenue

Description	BUDGET FY 2013	As of April 2013	Balance	58.33%
Revenues	486,587.50	166,115.37	320,472.13	
Capital Improvements	2,535,825.00	191,711.21	2,344,113.79	7.5%
Debt Service	486,587.50	111,743.76	374,843.74	22.9%
Transfer to General Fund	30,000.00	30,000.00	0.00	100.0%
Bond Fund Expenditures	3,539,000.00	445,198.73	3,093,801.27	12.6%

<i>Beginning Cash Balance</i>	2,481,445.10
<i>Total GO Bond Revenues</i>	2,285.46
<i>Total GO Bond Expenditures</i>	85,033.54
<i>Ending Cash Balance</i>	2,398,697.02

APRIL 2013
YEAR TO DATE TOTALS

Water & Sewer Utility Fund Totals

	BUDGET FY 2013	As of April 2013	Balance	58.33% % to date
Utility Fund Revenues	6,607,294.00	3,547,326.07	3,059,967.93	53.6%
Contingencies	212,244.00	0.00	212,244.00	
Administration	163,844.00	101,537.20	62,306.80	61.9%
Water & Sewer O & M	3,808,577.00	1,894,186.87	1,914,390.13	49.7%
Debt Service	2,016,748.00	1,165,886.81	850,861.19	57.8%
Transfers	708,860.00	400,000.00	308,860.00	56.4%
Utility Fund Expenditures	6,910,273.00	3,561,610.88	3,348,662.12	51.5%
<i>Total Operating Expenditures</i>	<i>4,154,665.00</i>	<i>1,993,424.07</i>	<i>2,161,240.93</i>	
<i>Total Capital Outlay Expenditures</i>	<i>30,000.00</i>	<i>2,300.00</i>	<i>27,700.00</i>	
<i>Total Debt Service</i>	<i>2,016,748.00</i>	<i>1,165,886.81</i>	<i>850,861.19</i>	
<i>Total Interfund Transfers</i>	<i>708,860.00</i>	<i>400,000.00</i>	<i>308,860.00</i>	
<i>Check Total</i>	<i>6,910,273.00</i>	<i>3,561,610.88</i>	<i>3,348,662.12</i>	
<i>Personnel</i>	<i>310,224.00</i>	<i>258,702.65</i>	<i>51,521.35</i>	<i>83.4%</i>
<i>Contingencies</i>	<i>212,244.00</i>	<i>0.00</i>	<i>212,244.00</i>	
<i>Supplies</i>	<i>379,497.00</i>	<i>98,197.54</i>	<i>281,299.46</i>	<i>25.9%</i>
<i>Other Services</i>	<i>3,252,700.00</i>	<i>1,636,523.88</i>	<i>1,616,176.12</i>	<i>50.3%</i>
<i>Capital Outlay</i>	<i>30,000.00</i>	<i>2,300.00</i>	<i>27,700.00</i>	<i>7.7%</i>
<i>Debt Service</i>	<i>2,016,748.00</i>	<i>1,165,886.81</i>	<i>850,861.19</i>	<i>57.8%</i>
<i>Interfund Transfers</i>	<i>708,860.00</i>	<i>400,000.00</i>	<i>308,860.00</i>	<i>56.4%</i>
<i>Check Total</i>	<i>6,910,273.00</i>	<i>3,561,610.88</i>	<i>3,348,662.12</i>	<i>51.5%</i>
Cash Balance				
<i>Beginning Cash Balance</i>			<i>1,301,743.92</i>	
<i>Water Utility Fund Revenue</i>			<i>637,075.09</i>	
<i>Water Utility Fund Expenditures</i>			<i>462,432.22</i>	
<i>Ending Cash Balance</i>			<i>1,476,386.79</i>	

	BUDGET FY 2013	As of April 2013	Balance	58.33% % to date
Enterprise Special Funds				
414 CIAP: Old Shell Landing				
Revenue	513,825.00	24,069.88	489,755.12	4.6%
Expenditures	513,825.00	51,569.88	462,255.12	10.0%

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 120-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Memorandum of Understanding between the City and the Mississippi Department of Transportation for the 2013 Urban Youth Corps Program is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Macfarland, seconded by Councilwoman Martin and the following vote was recorded:

AYES: Tommy Fortenberry
Johnny Jones
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 21, 2013.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants and Projects Manager
Through: Eric Meyer, Economic Development and Planning Director
Date: May 7, 2013
Subject: 2013 MDOT Urban Youth Corps Program Memorandum of Understanding

REQUEST:

The Economic Development and Planning Department requests approval of a Memorandum of Understanding with the Mississippi Department of Transportation for the 2013 Urban Youth Corps Program.

BACKGROUND:

On April 23, 2013, the Mississippi Transportation Commission approved up to \$35,000.00 in Federal SAFTEA-LU funds for the City of Gautier's Summer Worker Program. Up to eight youth ages 16 to 25 will be hired for transportation enhancement related work. The project includes landscape maintenance within the city, along Highway 90, Gautier/Vancleave Road, Ladnier Road, Old Spanish Trail, and Martin Bluff Road.

DISCUSSION:

The City of Gautier previously received Urban Youth Corps grant funding in 2011 and 2012. The participants provided valuable service to the City and received weekly trainings including life skills training, landscape design, safety training, and leadership development.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council approve entering into the attached agreement with the Mississippi Department of Transportation for the 2013 Urban Youth Corps grant.

The City Council may:

1. Approve the Memorandum of Understanding with the Mississippi Department of Transportation for the 2013 Urban Youth Corps Program as presented above; or
2. Disapprove entering into the Memorandum of Understanding as presented.

ATTACHMENT(S):

2013 Memorandum of Understanding:
The Mississippi Transportation Commission and City of Gautier

MEMORANDUM OF UNDERSTANDING
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND
CITY OF GAUTIER

This Agreement is made by and between the Mississippi Transportation Commission (hereinafter "the Commission"), by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT") and the City of Gautier, Jackson County, Mississippi, hereinafter the Local Public Agency("LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize special Federal Surface Transportation Program-Transportation Enhancement Funds (STP-TE) provided by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and subsequent acts to complete the proposed project as described below:

PROJECT DESCRIPTION: 2013 Urban Youth Corps program to do landscaping and scenic beautification within the highway right-of-way and the maintenance and revitalization of existing landscaping sites within the City of Gautier along Highway 90 at Gautier/Vancleave Road, Ladnier Road, Old Spanish Trail, and Martin Bluff Road, (hereinafter referred to as "the Project").

WHEREAS, the LPA has been selected by the Commission for an URBAN YOUTH CORPS TRANSPORTATION ENHANCEMENT PROJECT and allocated a maximum of \$35,000 in (STP-TE) federal funds for the Project; and

WHEREAS, the LPA desires assistance from the MDOT in the development and implementation of a Summer Youth Employment Program (Urban Youth Corps Program) to provide meaningful transportation enhancement related work experience to youths; and

WHEREAS, the LPA has submitted a project proposal to the MDOT describing the project scope and budget which is herein incorporated and made a part of this Agreement as "Attachment A;" and

WHEREAS, the Commission is a body corporate under the laws of the State of Mississippi with the authority to enter into contracts necessary for the proper discharge of its functions and duties, whose orders and policies are carried out by MDOT; and

WHEREAS, the LPA is a body public with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the LPA's functions covered under this Agreement; and

WHEREAS, the LPA certifies that they know of no legal impediments to the completion of the project; and

WHEREAS, it is understood that conditions presented herein are general in nature with details and specific requirements contained in MDOT Standard Operating Procedures and the Federal Aid Policy Guide adopted by the Federal Highway Administration (hereinafter "FHWA").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

SECTION 1. THE LPA WILL:

- (a) be responsible for the planning, coordination, and implementation of the Urban Youth Corps Program (Transportation Enhancement) Project.
- (b) be responsible for the recruitment, hiring, training, supervision, and payroll for the youths.
- (c) be responsible for preparing all necessary landscaping design, drawing, and design plans for the proposed Project.
- (d) be responsible for coordinating the Urban Youth Corps project with MDOT's district Resident/Maintenance Engineers (through the MDOT district's District Engineer) if the Project includes work on highway rights-of-way.
- (e) obtain all required permits.
- (f) be responsible for purchasing all supplies, plant materials, shrubbery, trees, etc. necessary for the project.
- (g) be responsible for traffic control for work zone areas.
- (h) be responsible for the transportation to be used for transporting the youths to and from the worksite.
- (i) be responsible for all equipment, site preparation, water tanks, etc.
- (j) be responsible for having life skills training sessions that will require a minimum of 10% of the participants work time, to improve the youths' communication skills, work ethics, attitude, and ecology/environmental awareness.
- (k) be responsible for providing training in all aspects of safety including orientation on the safe use of appropriate tools and equipment necessary for the implementation of the Project.
- (l) be responsible for submitting an itemized budget for the Project;
- (m) be responsible for submitting a final report on the accomplishments, with recommendations for future improvement in the implementation of the program.
- (n) if requested, arrange with the MDOT for, and conduct, a final inspection of the Project.
- (o) include as an attachment to the LPA's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement;
- (p) provide to the MDOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished, or obtained by or for the LPA or its agent under the terms of this Agreement;
- (q) retain all records dealing with the Project for three (3) years after final payment or until final audit findings have been resolved, whichever is longer, and such records will be made available to the MDOT upon request;
- (r) to the extent permitted by existing Mississippi law, the LPA hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the LPA's

part, or the part of any employee or agent of the LPA in performance of the work undertaken under this Agreement.

- (s) acknowledge MDOT and FHWA in any news releases or other promotional material for their participation in the Project by using the approved, attached news release provided by MDOT. The project sponsor shall notify the LPA Division and Public Affairs Divisions of MDOT of any ceremonies related to the beginning or opening of the completed Project and a plaque or sign shall be erected as part of the construction identifying the FHWA and MDOT as providing funding.
- (t) comply with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.

SECTION 2. THROUGH MDOT THE COMMISSION WILL:

- (a) provide funding for the Project as set forth by this agreement.
- (b) reimburse the LPA for 80% percent of all allowable expenditures for the Project, up to the amount of federal funds awarded by Commission.
- (c) assist the LPA in identifying and selecting appropriate projects in the participant's community.
- (d) assist with any required environmental documents.

SECTION 3. ENROLLMENT CRITERIA FOR MEMBERS OF YOUTH CORPS

Youths who are enrolled in this program must be from 16 to 25 years of age, inclusive, at the time the individual begins the term of service. Participating youths must also be citizens or nationals of the U.S. or lawful permanent resident aliens of the U.S. and must be enrolled in high school or college or have agreed to enroll for a high school diploma or its equivalent and/or college.

SECTION 4. DEADLINE FOR EXPENSES INCURRED

MDOT will not reimburse expenses incurred by the LPA, for this Project, after October 31, 2013. MDOT will consider written requests submitted by the LPA for an extension of this deadline.

SECTION 5. URBAN YOUTH CORPS PROJECT

An Urban Youth Corps Project is a youth employment and training service program that: (1) offers meaningful and productive summer work in urban public works or transportation settings; (2) gives the participants a mix of work experience and on-the-job training that includes a minimum of 10% of the participants' time for basic and life skills, education, training, etc.; and (3) provides the youths with an opportunity to develop citizenship values and skills through service to their communities and the State of Mississippi.

SECTION 6. PAYMENT BY THE STATE

The MDOT will make payment to the LPA for a maximum of 80% percent of eligible reasonable costs incurred by the LPA, up to MDOT's maximum funding for the Project based on a valid invoice submitted by the LPA to the MDOT. A valid invoice is considered an invoice from the LPA to MDOT and supported by suppliers' invoices and LPA financial records. Such invoices will be certified as true and correct by LPA and submitted to the MDOT. The LPA will submit only a final invoice for payment with all necessary documentation to establish proper payment by the MDOT. From this final invoice the MDOT will deduct the LPA's share of not less than 20%. For payment-in-kind which the LPA wishes to apply to the LPA's share, the LPA must include all necessary documentation with this final invoice.

SECTION 7. AUDIT AND INSPECTION

The LPA shall maintain proper accounting records, payrolls, documents, papers and other necessary data to support the cost incurred for services provided. Such records shall be available at all reasonable times during the Project period, and for three (3) years from the date of payment of final estimate. All work, documents and data will be available for inspection and auditing by the MDOT, or any authorized representative of the Federal Government, and copies thereof will be furnished if requested.

SECTION 8. ASSIGNMENT OF INTEREST

No interest in the Agreement shall be assigned to any individual or agency not a party hereto without prior approval of the MDOT.

SECTION 9. CHANGES

Any changes in the provisions of this Agreement shall be approved by the MDOT and may be subject to prior approval of FHWA. Any changes in the maximum compensation shall be approved by MDOT before the LPA incurs any cost above the amount of maximum compensation stated herein.

SECTION 10. DISPUTES

Any dispute concerning a question of fact that cannot be resolved by the LPA and the MDOT shall be submitted to the Executive Director of MDOT or his/her duly authorized representative for a decision. Obtaining a decision from the Executive Director shall be an administrative remedy, and a prerequisite for any legal action. The parties agree that the decision of the Executive Director shall take effect immediately and continue until reversed or abated by legal action unless the parties at the time mutually agree to postponement of its effect pending the outcome of legal action.

SECTION 11. NONDISPLACEMENT

Participating municipalities shall not displace an employee or a position or supplant the hiring of workers by using participants in an Urban Youth Corps Program, nor use Urban Youth Corps participants to prevent an employee from getting a promotion or from performing normally assigned duties.

SECTION 12. CIVIL RIGHTS

During the performance of this AGREEMENT, the LPA and MDOT agree as follows:

- (a) Compliance with Regulations: The LPA and the MDOT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and nondiscrimination in programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, 23 CFR 710.405(b) (hereinafter referred to as “the Regulations”), which are herein incorporated by reference and made a part of this Agreement.
- (b) Nondiscrimination: The LPA with regard to the work performed by them afterward and prior to completion of the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, or handicap/disability, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set for in Appendix B of the Regulations.
- (c) Solicitations for Subcontract, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the LPA for procurement of materials and equipment, each potential subcontractor or supplier shall be notified by the LPA of the applicant’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or handicap/disability.
- (d) Information and Reports: The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the MDOT or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the applicant is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the MDOT, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Agreement, MDOT shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:
 - (1) withholding the payment to the LPA under the Agreement until the LPA complies; and/or