

**AGREEMENT FOR SERVICES
BETWEEN HARRISON COUNTY BOARD OF SUPERVISORS,
(HARRISON COUNTY EMERGENCY COMMUNICATIONS COMMISSION)
AND MILLERCO, INC.**

THIS AGREEMENT is made and entered into this 3rd day of April, 2017, by and between **HARRISON COUNTY, MISSISSIPPI**, by and through its Board of Supervisors; **HARRISON COUNTY EMERGENCY COMMUNICATIONS COMMISSION**, herein after referred to as the "County", and **MILLERCO, Inc.**, a corporation duly existing under the laws of the State of Mississippi, with its office and principal place of business being located at **14376 County Farm Road, Gulfport, Mississippi 39503** (hereinafter referred to as "Provider").

WITNESSETH

WHEREAS, The COUNTY is interested in hiring PROVIDER to conduct the 2017 annual radio tower preventive maintenance inspections on the following towers which are either owned and/or leased by COUNTY:

<u>Site Name</u>	<u>ASR #</u>	<u>Latitude</u>	<u>Longitude</u>
Gulfport North	1228597	30°25'48.00"N	89°11'25.00W
Gulfport South	1058064	30°30'3.70"N	89°6'14.10"W
Gulfport West	1034550	30°22'38.70"N	89°4'46.00"W
Biloxi North	1234846	30°31'24.70" N	88°59'14.30"W
Biloxi South	1236578	30°26'39.00"N	88°55'53.10"W

WHEREAS, PROVIDER provides these services requested by COUNTY; and

WHEREAS, The COUNTY desires to retain the services of the PROVIDER to perform the work herein described.

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

1. **Engagement of PROVIDER**

COUNTY hereby agrees to retain PROVIDER, as an independent contractor, and PROVIDER hereby agrees to perform services set forth hereinafter.

2. **Scope of Work**

As more fully described and specified in the Contract Documents, which are attached hereto and incorporated herein by reference as if fully copied in words and figures, PROVIDER shall do, perform, and carry out in a satisfactory and proper manner, the necessary professional services to complete EIA/TIA 222G inspections of the Gulfport North, Biloxi North, and Biloxi South towers, and partial completion of EIA/TIA 222 G inspection (inspection of equipment and appurtenance) of the Gulfport South and Gulfport West towers to confirm all are structurally sound and suitable for the needs of E-911 Radio Communications, and that no further maintenance is needed to all towers. See specific details of the inspections required to be performed by PROVIDER in the documents attached hereto as **Exhibits "A" and "B"**. Upon conclusion of these inspections, PROVIDER will provide a report of its findings and conclusions and recommendations as to what, if any, repairs/changes are necessary. Should additional services be necessary, said services are not contemplated under this agreement and therefore will be governed by a separate agreement.

3. **Services to be Provided by PROVIDER**

The PROVIDER agrees to perform and to furnish all tools, labors, materials, equipment, supplies, and supervision, for the above described work, as more fully described and specified in the Contract Documents, which are attached hereto and

incorporated herein by reference as if fully copied in words and figures. Further, PROVIDER will perform the necessary inspection in accordance with industry standards and will provide a report on the overall tower in accordance with EIA/TIA 222g standards.

4. Term

The services provided as part of this Agreement shall be performed within forty-five (45) days of the effective date of this Agreement, which commences on the date of the last signature of the parties. Upon expiration of said forty-five (45) days or upon receipt of the final report, whichever should occur first, this Agreement shall terminate. However, the terms of this Agreement may be reviewed periodically and amended in writing as is mutually agreeable to the parties.

5. Disposition of Work Materials

All documents and work material prepared by PROVIDER in furnishing the scope of services set forth herein shall be property of COUNTY.

6. Compensation Due PROVIDER and Method of Payment

In consideration of the services rendered by the PROVIDER, COUNTY agrees to pay PROVIDER a flat fee of Seven Thousand, Eight Hundred and NO/100 Dollars (\$7,800.00).

The above stated amount is inclusive of all administrative, travel, report production and any related expenses, and there shall not be any additional fees and/or reimbursable expenses incurred by COUNTY for the services provided as part of this Contract.

At the conclusion of the services and the presentation of the final report to the COUNTY, PROVIDER shall submit to the COUNTY, an invoice for the services rendered to COUNTY for placement on the docket of claims at the next regular board meeting. Upon

approval by the COUNTY, the COUNTY shall pay PROVIDER in accordance with the fee schedule stated herein.

7. Termination of Agreement

This Agreement may be terminated by either party by giving the other party thirty (30) days written notice of said termination. In said event, all finished or unfinished documents, data, studies, models, photographs, and reports, or other material prepared by PROVIDER under this Contract shall, at the option of the COUNTY, become its property and PROVIDER shall only be entitled to receive just and equitable compensation for any satisfactory work up to the date of termination.

8. Insurance

Through the life of this Contract and any extension thereof, PROVIDER shall procure and maintain the following liability insurance in the following:

General Liability

- | | |
|---|----------------|
| 1) Each Occurrence (Bodily Injury & Property Damage): | \$1,000,000.00 |
| 2) General Aggregate: | \$2,000,000.00 |

Automobile Liability

- | | |
|--|----------------|
| 1) Combined Single Limit (Bodily Injury & Property Damage):
Each Accident | \$1,000,000.00 |
|--|----------------|

PROVIDER shall list the COUNTY as an additional insured on such liability policy and shall deliver certificates to COUNTY on or before the date this contract is executed by COUNTY, and shall be included as part of the Contract Documents. At any time, COUNTY may request that PROVIDER provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those listed above and PROVIDER agrees to comply.

9. Worker's Compensation

PROVIDER shall maintain Worker's Compensation coverage on all of PROVIDER'S employees.

10. Indemnification

PROVIDER shall hereby indemnify, release, defend, and hold harmless COUNTY, COUNTY'S officers, directors, partners, employees, and agents from any and all losses and claims for labor, materials, charges, damages, suits, demands or claims of any and all types or kinds arising of or flowing from the PROVIDER'S work by any person, including those claimed through the PROVIDER, including but not limited to the amount of the claim or demand, interest, charges, court costs or attorney's fees.

PROVIDER does further indemnify and save harmless COUNTY, its officers, agents, representatives, employees, and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorneys' fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the PROVIDER, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Agreement.

11. Interest of PROVIDER

PROVIDER covenants that neither it nor any of its employees presently have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this

Contract. PROVIDER further covenants that in the performance of this Contract, no person having any such interest shall be engaged.

12. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by PROVIDER under this Contract which the COUNTY requests to be kept as confidential shall not be made available to any individual or organization by PROVIDER without the prior written approval of the COUNTY.

13. PROVIDER's Representations

In order to induce COUNTY to enter into this Agreement, PROVIDER makes the following representations; PROVIDER has familiarized itself with the nature and extent of the Contract Documents, Work, work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

14. Other Provisions

Upon termination of this Agreement, the COUNTY is free to use any and all documents, records, reports, studies, and analyses for which compensation has been paid as it desires without additional compensation to PROVIDER.

15. PROVIDER acknowledges he is an independent contractor and not an employee of the COUNTY. Neither party, nor such party's directors, officers, employees or agents, shall bind or make any commitment on behalf of the other party. PROVIDER agrees to abide by all laws of the United States, MS, and of all countries within which it performs services for the COUNTY.

16. Miscellaneous

- 16.1 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract documents.
- 16.2 COUNTY and PROVIDER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 16.3 PROVIDER shall promptly make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest hereon when due and as the same may be lawfully due the State or County by reason of and directly connected with the performance of this Contract or any part thereof.
- 16.4 In the event the COUNTY is required to retain the services of an attorney to enforce the terms of this Agreement, it shall be entitled to reasonable attorney's fees, expenses and costs.

17. Severability

If any clause, sentence, provision or other portion of this Agreement is or becomes illegal, null, void or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.

18. Execution

This Agreement and amendments hereto shall be in writing and may be executed in multiple copies via facsimile or otherwise. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

19. Controlling Law

This Agreement is to be governed by the laws of the State of Mississippi and venue for any action relating to same shall be Harrison County, MS.

20. Contract Documents

The Contract Documents which comprise the entire agreement between COUNTY and PROVIDER concerning this project consists of the following:

- 20.1 This Agreement (numbered pages 1 to 11).
- 20.2 Request for Quotes dated February 14, 2017, identified as **Exhibit "A"**.
- 20.3 MILLERCO, Inc. Proposal/Scope of Work, identified as **Exhibit "B"**.
- 20.4 Certificate of Liability Insurance, identified as **Exhibit "C"**.

The Contract Documents may only be amended, modified, or supplemented in writing by prior approval of COUNTY, except as otherwise provided herein. This Contract inclusive of the Contract Documents attached hereto as **Exhibits "A" through "C"**, constitute the full and complete agreement between the parties.

21. Notice

Any notice required under this Agreement shall be in writing, addressed to the following individual at its address below and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

COUNTY

Harrison County Board of Supervisors

Kent Jones – President
1801 23rd Avenue
Gulfport, MS 39501

And

Harrison County Emergency Communications Commission

Attn: Chairman HCECC
15309- B Community Road
Gulfport, MS 39503

PROVIDER

MILLERCO, Inc.

14376 County Farm Road
Gulfport, MS 39503

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

HARRISON COUNTY BOARD OF SUPERVISORS

BY: Kent Jones

TITLE: Board President

DATE: 4-3-17

HARRISON COUNTY EMERGENCY COMMUNICATIONS COMMISSION

BY: [Signature]

TITLE: Vice Chair

DATE: 3-21-2017

MILLERCO, Inc.

BY: James L. Miller

TITLE: President

DATE: 3/28/17

STATE OF MISSISSIPPI
COUNTY OF Harrison

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 28 day of March, 2017, within my jurisdiction, the within named James Miller, who acknowledged that he she is President of MILLERCO, INC., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires:
2/20/2020

Donna M. Matthews
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, _____, President of the **Harrison County Board of Supervisors**, a corporate body politic, organized and existing under the laws of the State of Mississippi, who acknowledged that he signed, sealed and delivered the above and foregoing Contract on the day and year therein mentioned, for and on behalf of the **Harrison County Board of Supervisors**, having been duly authorized to do so as an official act of the **Harrison County, Mississippi**.

GIVEN under my hand and official seal of office on this, the ____ day of _____, 2017.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, _____, Chairman of the **Harrison County Emergency Communications Commission**, a corporate body politic, organized and existing under the laws of the State of Mississippi, who acknowledged that he signed, sealed and delivered the above and foregoing Contract on the day and year therein mentioned, for and on behalf of the **Harrison County Emergency Communications Commission**, having been duly authorized to do so as an official act of the **Harrison County Emergency Communications Commission**.

GIVEN under my hand and official seal of office on this, the ____ day of _____, 2017.

My Commission Expires:

NOTARY PUBLIC



Rupert H. Lacy
Executive Director

Harrison County Emergency
Communications
15309-B Community Road
Gulfport, MS 39503
228-831-0760

Robert G. Bailey Jr.
Deputy Director

TO: Telecommunications Tower Contractors

FROM: Robert Bailey, Deputy Director *RGB*

RE: Quote to Perform Yearly Radio Tower Inspections

DATE: February 14, 2017

Please provide a quote to perform a complete EIA/TIA222-G annual tower inspection for Harrison County. The inspection will include three (3) towers owned by Harrison County which are listed below.

- Gulfport North – 325ft Self Supporting
- Biloxi South – 250ft Self Supporting
- Biloxi North – 250ft Self Supporting

These inspections shall include the following as a minimum:

- Testing 25% of the bolts for tightness; Issues reported; Investigate bolt at Biloxi South
- Identification of any bent, stressed, or rusted components on tower steel
- Identification of any loose, bent, or rusted appurtenances attached to tower
- Identification of any chafing, missing, or loose coax including weatherseal
- Relamp of incandescent side lights where applicable
- Identification of any damage to county owned antenna and microwave system
- Completion of the EIA/TIA 222 G form along with digital photographs of any issues.
- Perform Annual Inspection of Tower Lights, mode change, and alarming.

EXHIBIT "A"

The inspection will also include two (2) additional towers which Harrison County rents space on which are listed below.

- Gulfport South – 300ft Guyed
- Gulfport West – 400ft Guyed

These inspections shall include the following as a minimum:

- Identification of any loose, bent, or rusted appurtenances attached to tower
- Identification of any chafing, missing, or loose coax including weatherseal
- Identification of any damage to county owned antenna and microwave system
- Partial Completion of the EIA/TIA 222 G form along with digital photographs of any issues (excluding tower steel)

Any questions should be addressed to our office.

14376 County Farm Road
Gulfport, Mississippi 39503



Phone: (228) 832-3352
Fax: (228) 832-3317

February 20, 2017

Mr. Gil Bailey

2016 Annual Tower Inspections

Gulfport North, Biloxi North, Biloxi South: (Towers Owned by County)

Perform complete EIA/TIA 222 – G standard annual tower inspection which includes:

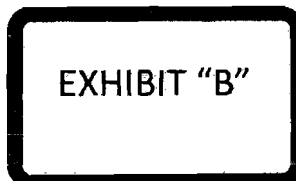
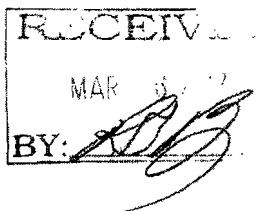
Testing 25% of the bolts for tightness; Issues reported; Investigate bolt at Biloxi South
Identification of any bent, stressed, or rusted components on tower steel
Identification of any loose, bent, or rusted appurtenances attached to tower
Identification of any chafing, missing, or loose coax including weatherseal
Relamp of incandescent side lights where applicable
Identification of any damage to county owned antenna and microwave system
Completion of the EIA/TIA 222 G form along with digital photographs of any issues.
Perform Annual Inspection of Tower Lights, mode change, and alarming.

Gulfport South, Gulfport West: (Towers owned by others)

Identification of any loose, bent, or rusted appurtenances attached to tower
Identification of any chafing, missing, or loose coax including weatherseal
Identification of any damage to county owned antenna and microwave system
Partial Completion of the EIA/TIA 222 G form along with digital photographs of any issues (excluding tower steel)

Total Price: \$7,800.00

Jimmy Miller



*MS Licensed Electricians
Complete Services for the Telecommunications Industry*