

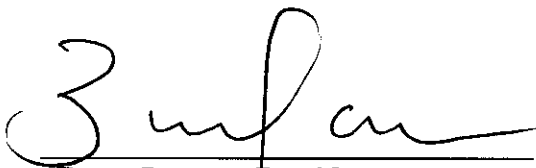
**ORDER: APPROVE AND EXECUTE MASTER SERVICE AGREEMENT WITH
BROADDUS & ASSOCIATES, INC FOR PROFESSIONAL AND CONSULTING
SERVICES**

Motion was made by Scott Allen, duly seconded by Greg Bynum, to approve and execute Master Service Agreement with Broaddus & Associates, Inc for professional and consulting services.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor John Morgan, voted yes
Supervisor Tim Gordon, voted yes
Supervisor Scott Allen, voted yes
Supervisor Greg Bynum, voted yes

After the vote, President Larson, declared the motion carried, this the 2nd day of February, 2026.



**Brent Larson, President
Board of Supervisors**



Mike Roberts, Chancery Clerk

MASTER SERVICES AGREEMENT

This Contract for Professional and Consulting Services (hereinafter referred to as the “Agreement”), is entered into this 2nd day of February, 2026, (the “Effective Date”) is made by and between **Broaddus & Associates, Inc.** (“Consultant”) located at 499 Gloster Creek Village, Suite BC-11, Tupelo, MS 38801 (hereinafter referred to as “Broaddus & Associates”) and Lafayette County, Mississippi (“Client”) with an address at 1 Courthouse Square, Oxford, MS 38655.

WHEREAS, Client intends to obtain disaster recovery and grant management services and further identify projects for repairs and/or replacement resulting in the design and construction of certain Project(s) as defined herein; and

WHEREAS, Broaddus & Associates has special skill and training in providing program management services, project management services and other professional services defined herein; and

WHEREAS, Client has determined that the program management services, project management services and other professional services defined herein are necessary and in the best interest of Client; and

WHEREAS, Client is satisfied with the abilities and resources of Broaddus & Associates to provide the program management services, project management services and other professional services defined herein; and

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. **Disaster Recovery Work and Scope of Services:** Broaddus & Associates shall provide full-service program management, project management, professional, and consulting services to Client through personnel assigned by Broaddus & Associates. Such services include program management, project management, grant administration, and/or review of the applicable phases of disaster recovery and construction, such as procurement, pre-project planning, schematic design, design development, construction documents, construction, commissioning and turnover, and warranty and occupancy, as is more specifically set forth in Schedule “A” to this Agreement (the “Professional Services”) related to the following projects (the “Projects”):
 - a. Project 1: SEE ATTACHED WORK ORDER SCHEDULE A

All Professional Services for the Projects are referred to herein as the “Disaster Recovery Work.”

2. **Responsibilities of Client:** In addition to any other responsibilities set forth in this Agreement, the schedules hereto, or in any Work Order, Client shall:
 - a. Provide Broaddus & Associates with a designated point of contact for all communication with and between the parties.
 - b. Provide Broaddus & Associates all material, data and information pertaining to the Disaster Recovery phase II or follow on Work, Supplemental Work, or other projects, including Client’s objectives, constraints, capabilities, budgets, security needs, performance requirements, expandability, or other information material to Client’s needs.
 - c. Provide Broaddus & Associates with any requirements to be included in a Request for Proposal, Bid Solicitation, and/or Request for Qualifications.
 - d. Provide Broaddus & Associates with any documents, forms, conditions, or other information to be included in a Request for Proposal, Bid Solicitation, and/or Request for Qualifications.

- e. Cooperate with Broaddus & Associates and ensure that Client's employees, consultants, professionals, architects, engineers, and/or consultants cooperate with Broaddus & Associates.
 - f. Designate in writing to any necessary third-party, including any architects, engineers, or consultants, that Broaddus & Associates is the Project Manager and/or Owner's Representative for Client.
 - g. Provide or obtain access at Client's cost to any property or site where Broaddus & Associates is to provide Professional Services as follows:
 - i. Client agrees to provide reasonable and timely access to any Client-owned property and assist in providing timely access to third party properties if requested by Broaddus & Associates;
 - ii. Client shall provide Broaddus & Associates with reasonable space at the site(s) of the Initial Work or any Supplemental/Additional Work for office work, equipment storage, and employee parking (as needed per Work Order);
 - iii. Client shall furnish all construction utilities and utilities releases necessary for the Professional Services; and
 - iv. Client shall obtain all permits and licenses when necessary and required to be taken out in Client's name.
3. **Responsibilities of Broaddus & Associates:** In addition to any other responsibilities set forth in this Agreement, the schedules hereto, or in any Work Order, Broaddus & Associates shall:
- a. Provide Client with a designated point of contact for all communication with and between the parties.
 - b. Upon written notice and a reasonable opportunity to respond, Broaddus & Associates shall make its books, documents, papers, and records related solely to this Agreement and work arising therefrom available to the Client.
 - c. Attend Client meetings as requested and provide reports on the progress and status of the Disaster Recovery Work or any Supplemental Work.
4. **Standard of Care:** In the performance of its duties and obligations under this Agreement, Broaddus & Associates shall perform diligently and in good faith. Broaddus & Associates represents and warrants to Client that: (i) it possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession; and (ii) it will use its best efforts to ensure that the Services provided under this Agreement will be performed, delivered, and conducted in accordance with professional industry standards.
5. **Consultant is Not the Design Professional or Consultant:** Broaddus & Associates is not a prime consultant, subconsultant, or sub-subconsultant and shall not erect, build, construct, reconstruct, repair, maintain or perform any other work consistent with a "consultant" as defined in Mississippi Code §31-3-1.

Consultant neither guarantees the performance of any Design Professional or Consultant, nor assumes responsibility for any Design Professional or Consultant's failure to furnish and perform work in accordance with any respective Contract Documents. Consultant shall not be responsible for the acts or omissions of any Designer or Consultant, or any of the Designer or Consultant's employees, subconsultants, or related parties furnishing or performing any of the Designer or Consultant's work; or for any decision made on interpretations or clarifications of the respective Contract Documents given to the Client without consultation and advice of Consultant.

During the construction phase of a project, Consultant shall not supervise, direct, or have control over a Consultant's work, nor have responsibility for the means, methods or procedures of construction selected or used by the Consultant. Consultant is not responsible for safety or security at the location of the project, nor for safety programs and precautions.

6. **Terms and Termination:** The term of this agreement shall be in place until Program Closeout, unless sooner terminated as provided for in this agreement. This agreement may be terminated in any manner provided for herein, including but not limited to Section 17 Termination for Cause and/or Section 18 Termination for Convenience as set forth in Exhibit "A" attached hereto and incorporated herein. This agreement may be extended for additional periods of time upon the mutual agreement of both parties or upon Consultant being the successful party in the event of a traditional procurement RFP and award for similar services.

Notwithstanding the termination of this Agreement, this Agreement will survive to the extent the parties have agreed, in writing, to complete any outstanding Work Orders and until all the rights and obligations of both parties have been fulfilled regarding those designated Work Orders.

Client shall compensate Broaddus & Associates for all Professional Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by Broaddus & Associates in effecting the termination, including non-cancelable commitments, demobilization costs, and any earned fee.

7. **Compensation:** Broaddus & Associates will be compensated and/or reimbursed for its Professional Services for the Scope of Services as set forth on Schedule B ("Compensation"). Broaddus & Associates will be compensated for any Revised Work on an hourly basis at the rates listed on Schedule B, unless otherwise agreed to in writing.

Invoices will be submitted monthly for Professional Services rendered. Client shall pay all invoices within thirty (30) days of receipt or after the next board meeting after review and approval by the school board, whichever is later. Client shall notify Broaddus & Associates within fifteen (15) days of receipt of an invoice of any dispute or objections to charges in the invoice.

Client shall submit all payments to:

Broaddus & Associates, Inc.
c/o Accounts Receivable
1301 S. Capital of Texas Hwy
Suite A-302
Austin, TX 78746

Client's payment to or failure to dispute, contest, or object to an invoice from Broaddus & Associates within fifteen (15) days shall represent Client's acceptance of the Professional Services invoiced by Broaddus & Associates. In the event that Client timely disputes or contests an invoice, then Client agrees that only the portion so contested may be withheld from payment. If Client fails to make payment of an undisputed invoice or portions thereof within ninety (90) days, Broaddus & Associates may suspend performance of Professional Services under this Agreement until Broaddus & Associates has been paid in full for all balances past due.

8. **Insurance:** Throughout the term of this Agreement, Consultant shall carry and maintain in force the insurance described in below.
 - a. Commercial General Liability Insurance against claims for personal injury, bodily injury and property damage, with a limit of not less than \$1,000,000 (One Million Dollars) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than \$1,000,000 (One Million Dollars) in the aggregate applicable to this Project.

- b. Workers' compensation insurance covering all employees of Consultant employed in, on or about the Project in order to provide statutory benefits as required by the laws of the State of Mississippi.
 - c. Automobile Liability: \$1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage. Owner shall be named as additional insured for this coverage.
 - d. Professional Liability: \$1,000,000 (One Million Dollars) aggregate covering the services to be provided by Consultant under this Agreement. Owner shall be named as additional insured for this coverage.
 - e. Consultant shall, upon Owner's request, furnish Owner with appropriate certificates evidencing the insurance required to be maintained by Consultant hereunder.
9. **Scope of Work Changes:** If the scope or schedule of the Project or the Services required of the Consultant materially expands or if the Consultant is materially delayed through no fault of its own in providing its services, from the terms of this Agreement, any exhibits to this Agreement, any documents incorporated herein, and any written amendments or modifications of this Agreement, the Compensation for such additional services ("Revised Work") shall be negotiated and subject to a written amendment to this Agreement by the Consultant and Client.

The parties agree to work in good faith to negotiate a mutually acceptable equitable adjustment to the price and performance schedule for the Revised Work or for any other changes involving a change in cost or the time required for the performance of any part of the Professional Services.

10. **Force Majeure:** If performance of Professional Services are affected by causes beyond the reasonable control of Broaddus & Associates, including without limitation: acts of God; acts of a legislative, administrative or judicial entity; acts of consultants other than consultants engaged directly by Broaddus & Associates; fires; floods; labor disturbances; unusually severe weather; vandalism; riots; wars; national or state emergencies; and orders and/or acts of civil or military authority, then Broaddus & Associates shall be granted a reasonable time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order.
11. **Dispute Resolution:** In the event of any dispute arising under this Contract, the parties agree to endeavor to settle disputes by mediation at the written request of either party to be conducted between senior management of Broaddus & Associates and Client within thirty (30) days of either party making the demand. If mediation is unsuccessful, then any disagreement, dispute or claim arising out of or in any way related to this Agreement, its schedule, or Work Order between or among the parties shall be resolved by arbitration in accordance with the terms of this Section. Provisions for arbitration shall be as follows:
- a. *Forum.* The sole and exclusive forum for arbitration shall be in Lafayette County, Mississippi.
 - b. *Selection of Arbitrator and Rules.* Unless the parties hereto are able to agree on a single arbitrator within ten (10) days after the initiation of an arbitration proceeding, then the parties hereby agree that each party shall identify its preferred arbitrator and those two arbitrators will appointment a single arbitrator. However, the Arbitrator must be a lawyer or retired judge with at least 10 years of experience as an attorney or judge. The parties shall agree upon commercially reasonable rules for the administration of the arbitration (the "Rules"). If the parties cannot agree upon the Rules, then the arbitrator shall select the Rules. Under the Rules, the parties agree that each party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the federal courts but only within such time period and

degree as shall be permitted by the arbitrator. The arbitrator shall not modify the terms of this Agreement.

- c. *Expedited Resolution.* The parties expressly agree that arbitration shall be conducted in accordance with the parties' intent that (i) any and all disputes be resolved as quickly as possible, (ii) the parties maintain open communication, and (iii) the parties work in good-faith to minimize the time, cost and expense of any disputes, arbitration and/or litigation.
- d. *Remedies; Award; Costs.* The arbitrator shall give a written explanation of the reasons for his award. The arbitrator shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the jurisdiction. The award rendered by arbitration shall be final and binding upon the parties hereto, and judgment upon the award may be entered in any court of competent jurisdiction in the United States. The arbitrator shall impose the reasonable costs of the arbitration, including the expense of the arbitrator, fees of the arbitrator, attorneys' fees, hearing expenses and related costs and expenses, upon the losing party.

12. **Waiver of Terms and Conditions:** The failure of either Broaddus & Associates or Client in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by Broaddus & Associates or Client of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

13. **Governing Laws:** This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi, and comply with FEMA Procurement and Various Applicable Laws as noted in Exhibit A and Byrd Anti-Lobbying Certificate, Exhibit B.

14. **Notices:** All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been properly given when delivered in person to, or when received as ordinary mail or by delivery courier by a representative of the party to whom the notice is addressed, or when received by registered mail with sufficient postage thereon, to the respective parties at the following addresses:

If to Broaddus & Associates:

Attn: Michael Monreal
499 Gloster Creek Village, Suite BC-11
Tupelo, MS 38801

If to Client:

Attn: Kate Victor
300 North Lamar Blvd.
Oxford, MS 38655

Either party may at any time and from time to time change its address or facsimile under this Agreement by giving the other party ten (10) days' notice thereof.

15. **Survival and Severability:** Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

16. **Amendments:** No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or condition in the future, unless such change, modification, or waiver shall be in writing and signed by all parties to this Agreement.

17. **Third-Party Beneficiaries:** This Agreement, and all of the terms and provisions hereof, are intended for the sole and exclusive benefit of Broaddus & Associates and Client, and their respective successors and assigns, and neither this Agreement nor anything contained herein is intended, nor shall it be construed, for the benefit of any third party, provided however, that Client shall be a third-party beneficiary of any agreements or Professional Services performed by vendors retained by Broaddus & Associates pursuant to Paragraph 4 above. Broaddus & Associates agrees that any vendor it retains to perform any portion of this Agreement shall be bound by the terms and conditions of this Agreement and that any agreement with a vendor refusing such compliance shall be void.

18. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

In witness, whereof, Client and Broaddus & Associates have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Client: Lafayette County, MS

Broaddus & Associates:

By: _____

By: _____

Name: Brent Larson

Name: Michael Monreal

Title: President

Title: Vice President

- Attachments:
1. Schedule A – Work Order 1
 2. Schedule B – Compensation
 3. Exhibit A – FEMA Procurement and Various Applicable Laws
 4. Exhibit B – Anti-Lobbying Certificate

**SCHEDULE A
PROFESSIONAL SERVICES**

WORK ORDER 2

**Issued Pursuant to Master Services Agreement
Effective – 2/2/2023**

**By and Between
Broaddus & Associates, Inc. (“Broaddus & Associates”)
and the Lafayette County (“Client”)**

Client Contact Name:
Kate Victor
Contact Phone Number:
(662) 801-0259
Client Reference Number:
TBD

Broaddus & Associates Office:
Tupelo, MS
Broaddus & Associates Contact:
Michael Monreal
Broaddus & Associates Project Number:
TBD

1. Scope of Work:
Project/Program Management Services for Lafayette County, MS, Disaster Recovery
2. Location/Client Involved:
Oxford, Mississippi
3. Period of Performance:
Through close-out
4. Authorized Funding Source:
OWNER, MEMA/FEMA, HMGP, CDBG and other grants, state or federal monies as related to disaster recovery.
5. Services to include:
Program/Project Management and Consulting Services to client for categories A through G, and other grants, state or federal monies as related to disaster recovery.

Client: Lafayette County

Broaddus & Associates:

By:

By:

Name:
Brent Larson

Name:
Michael Monreal

Title:
President

Title:
Vice President

Date:

Date:
2/2/2026

Address:
300 North Lamar Blvd
Oxford, MS 38655

Address:
499 Gloster Creek Village, Suite BC-11
Tupelo, MS 38801

**SCHEDULE B
PROFESSIONAL SERVICES**

COMPENSATION

**Issued Pursuant to Master Services Agreement
Effective – 2/2/2026**

**By and Between
Broaddus & Associates, Inc. (“Broaddus & Associates”)
and the Lafayette County (“Client”)**

1. Broaddus & Associates shall be paid the following hourly rates for time spent by each individual working on the Initial Work:

a. Project Executive	\$240.00
b. Senior Project Manager	\$180.00
c. Construction Manager	\$165.00
d. Grant/Project Manager	\$160.00
e. Assistant Project Manager	\$125.00
f. Estimator	\$165.00
g. Project Controls	\$170.00
h. Project Administrator / Admin Support	\$98.00

EXHIBIT A

COMPLIANCE WITH FEMA PROCUREMENT AND MISCELLANEOUS

Section 1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the consultant agrees as follows:

- (1) The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. The consultant agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the consultant's legal duty to furnish information.
- (4) The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor because of such direction by the administering agency, the consultant may request the United States to enter such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of consultants and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon consultants and subconsultants by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 2. Extension to Successors and Assigns.

Each and all of the covenants and agreements contained in the Agreement affected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto. Rights under this Agreement may not be assigned without mutual written consent of the parties.

Section 3. Binding Agreement.

This Agreement shall be construed in a neutral manner. This Agreement reflects the complete and full terms of agreement that is binding between the parties. The pages may be signed on separate pages, in counterparts and together are deemed to be one document. A true electronic copy is deemed an original.

Section 4. Governing Law.

All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Mississippi and resolved in a District Court of Mississippi or applicable Federal Court of Mississippi. Consultant hereby consents to and waives any objection to venue and jurisdiction in such courts.

Section 5. Severability.

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Section 6. Clean Air Act and Federal Water Pollution Control Act.

- (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (2) The Consultant agrees to report each violation to the Lafayette County and understands and agrees that the Lafayette County will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (4) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*
- (5) The Consultant agrees to report each violation to the Lafayette County and understands and agrees that Lafayette County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (6) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Section 7. Debarment and Suspension.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the consultant is required to verify that none of the consultant's principals (defined at 2 C.F.R. § 180.995)

or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Lafayette County. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lafayette County, MS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Section 8. Byrd Anti-Lobbying Amendment and Certification.

The Consultant will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Consultants who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency. – **Exhibit B.**

Section 9. Procurement of Recovered Materials.

In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule.
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Section 10. Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or the loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Section 11. DHS Seal, Logo, and Flags.

The consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Section 12. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, consultant, or any other party pertaining to any matter resulting from the contract.

Section 13. Program Fraud and False or Fraudulent Statements or Related Acts.

Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

Section 14. Access to Records.

The following access to records requirements applies to this contract:

- (1) The Consultant agrees to provide MEMA, Lafayette County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Section 15. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or Client agreement and/or this Agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or Agreement, and reasonable for the completion of project scope. All changes will be approved in writing by Client prior to occurring or Consultant may not be paid for work performed.

Section 16. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Section 17. Termination For Cause.

The Client shall submit a written notice to the Consultant and surety (if applicable) which justifies placement of the Consultant in default if:

- (1) The work, duties, and services related to the Project and/or contemplated by the Agreement do not begin within the time specified in this Agreement.
- (2) The work, duties, and services, contemplated by the Agreement and/or Project is performed with insufficient workmen or employees; inadequate facilities; inadequate completion of services (including but not limited to reefer trucks, ice); and/or inadequate equipment or materials to assure satisfactory completion of the scope of Consultant's services. All determinations of the sufficiency in this provision are at the Client's sole determination.
- (3) The Consultant provides unsuitable, neglected, or rejected work, and/or refuses to remove materials (determined at the Client's sole determination).
- (4) The work and duties contemplated by the Agreement is discontinued by Consultant.
- (5) The work, duties, and services contemplated by the Agreement and/or Project are not completed within the specified amount of time in the Agreement, or as otherwise agreed to amongst the parties.
- (6) The work, duties, and services contemplated by the Agreement and/or Project is not resumed within a reasonable time after receiving a notice to continue by the Client.
- (7) Consultant becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.

- (8) Consultant allows any final judgment to stand unsatisfied for a period for a period of ten (10) days.
- (9) Consultant makes an assignment for the benefit of creditors.
- (10) The work contemplated by the Agreement is not performed in an acceptable manner (as determined solely by Client).

If problems or issues are discovered by Client, the Client will provide written notice to Consultant. In the event such written notice is provided, and Consultant or surety (if applicable) does not remedy all conditions cited in the written notice by Client of a problem or issue within thirty (30) days after receiving such a notice, the Consultant is placed into default. The Client may obtain the necessary labor, services, materials, and equipment (if necessary) from a third party. If the Client enters into a new contract or agreement to complete the work, duties, and services that are the subject of this Agreement on behalf of Client, any and all costs incurred by the Client may be deducted from the payment due to the Consultant by Client. If such expense exceeds the sum payable under the new contract/agreement, the Consultant and surety (if applicable) shall be completely liable to pay the Client the difference. For avoidance of doubt, Consultant will be liable to make Client whole for any costs incurred by Client in the event Client enters into a contract/agreement for the services (including new lodging accommodations) covered by the Agreement due to termination of this Agreement.

Section 18. Termination For Convenience.

Client may, at any time, terminate this Agreement or any portion thereof, for Client's convenience, upon providing thirty (30) days advance written notice to the Consultant. In such case, Consultant shall be paid for all work completed through the date notice was provided (less payments already received). In no event shall the Consultant be entitled to payment of overhead and profit on work not performed.

Section 19. Exhibits.

The exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. If there is a disagreement between the Exhibits and this Agreement, this Agreement prevails.

Section 20. Titles and Headings.

Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. For the "Description of Services and Products" are incorporated into this Agreement and made apart hereof.

Section 21. Conflict or Inconsistency.

In the event of any conflict or inconsistency between the terms and provisions of an Addendum and the terms and provisions of the Agreement, contract, instrument, or other agreement between Consultant and Client, the terms and provisions of the Addendum control.

Section 22. Dispute Resolution.

If any dispute, claim or controversy arising out of this Agreement remains unresolved, any party may request non-binding mediation upon written notice to the other party, and such matter will be submitted to a third-party mediator mutually agreeable to the defaulting party and the non-defaulting party within thirty (30) days after such written notice. Such mediation proceedings shall be conducted in Lafayette County, Mississippi. Each party shall be responsible for any fees, costs, and expenses incurred by it in the mediation; provided, however, the mediator's fee shall be borne equally by the parties. In addition to, and not in limitation of, any

other confidentiality provisions of this Agreement, all aspects of the mediation shall be treated as confidential. Neither the parties nor the mediators may disclose the existence or results of the mediation, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties to afford such other parties a reasonable opportunity to protect their interests. Neither party may commence proceedings before a court of competent jurisdiction or in relation to any dispute arising out of this Agreement unless and until it has pursued mediation in good faith and either (x) the mediation has terminated; or (y) the other party has failed to participate in the mediation (or agree to a mediator); providing always that a party's right to commence proceedings are not prejudiced by a delay. Each party hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of any state court of competent jurisdiction sitting in Lafayette County, Mississippi, or the United States District Court for the State of Mississippi, for any litigation arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in such courts and agrees not to plead or claim in any such court that such litigation brought therein has been brought in any inconvenient forum. The prevailing party in any such litigation shall be entitled to its attorneys' fees and expenses from the other party. Notwithstanding the mediation provisions herein, any party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage.

ANTI-KICKBACK CLAUSE

The Consultant hereby agrees to adhere to the mandate dictated by the Copeland "Anti- Kickback" Act which provides that each Consultant or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (1) Competitively within a timeframe providing for compliance with the Contract performance schedule.
- (2) Meeting Contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the consultant and its subconsultants may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
 - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
- (1) This clause does not prohibit consultants from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the consultant is notified of such by a subconsultant at any tier or by any other source, the consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique to Lafayette County identifier (if known); supplier Commercial and Lafayette County (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- 1) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subconsultants under this contract.
- 2) Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Attached Exhibits

Exhibit B – Byrd Anti-Lobbying Amendment Certification

THIS DONE AND EXECUTED by the following duly authorized representatives of the parties:

Client

Lafayette County, MS

Signed: _____

Printed Name: Kate Victor

Title: County Administrator

Date: _____

Consultant

Broadus & Associates, Inc.

Signed: _____

Printed Name: Michael Monreal

Title: Vice President

Date: February 2, 2026

EXHIBIT B, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Client Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042.

Federal grant, the making of any Federal loan, the entering into of any Client agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Client agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Client agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and Client agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Broaddus & Associates, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Michael Monreal, Vice President
Name and Title of Consultant's Authorized Official

February 2, 2026
Date