

**CITY OF BILOXI  
AGENDA ITEM  
FACT SHEET**

Item No.: 5AAA

Council Meeting Date: November 21, 2023

ITEM TITLE: RESOLUTION  
 INTRODUCED BY: Mayor Andrew "FoFo" Gilich  
 CONTACT PERSON: E. Michael Leonard, CAO *EL*  
 Peter Abide, City Attorney

**SUMMARY EXPLANATION:**

Resolution approving and adopting a Standard Addendum form for service contracts with the City of Biloxi

Resolution  Ordinance \_\_\_\_\_ Public Hearing \_\_\_\_\_ Routine Agenda \_\_\_\_\_

Exhibits for Review

Contract  Minutes \_\_\_\_\_ Plans/Maps \_\_\_\_\_ Deed \_\_\_\_\_ Lease \_\_\_\_\_

Other (Specify): Exhibit A: Standard Addendum f

Submittal Authorization: Council President \_\_\_\_\_ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Lawrence	___	___	___	___	Tisdale	___	___	___	___
	Gines	___	___	___	___	Glavan	___	___	___	___
	Newman	___	___	___	___	Barrett	___	___	___	___
	Deming	___	___	___	___					

ACTION TAKEN:

Resolution No.

RESOLUTION APPROVING AND ADOPTING A STANDARD ADDENDUM FORM FOR SERVICE CONTRACTS WITH THE CITY OF BILOXI

WHEREAS, in matters of contractual relationships for certain service contracts, certain rights, privileges, authorities and duties are granted to the City, as a municipality, by the Mississippi Constitution, Mississippi Code Annotated, and general case law;

WHEREAS, the City of Biloxi (the "City") regularly enters into contracts for services with various vendors, including professional services;

WHEREAS, it is in the best interest of the City to preserve all rights granted to it in all contractual relationships;

WHEREAS, by Resolution No. 501-18, the City's governing authorities approved and adopted the form of a Standard Addendum for service contracts, to it be included as a part of any such contracts entered into by the City, including professional service contracts, whenever feasible;

WHEREAS, in order to preserve the City's rights under Mississippi law, the Legal Department, recommends updating the form of the Standard Addendum and that the document attached as Exhibit "A," be approved and adopted as the City's official Standard Addendum.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BILOXI, MISSISSIPPI, THAT:

SECTION ONE: The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION TWO: The document attached hereto as Exhibit "A," is hereby approved and adopted as the City's official Standard Addendum Form for service contracts.

SECTION THREE: This resolution shall take effect and be in force from and after adoption.



**EXHIBIT  
A**

### **City of Biloxi Standard Addendum**

Whereas, the City of Biloxi, as a municipal corporation, has published these standard terms and conditions that will apply to all supplier, professional services and other vendor agreements.

Now, therefore, in consideration of mutual terms as described in the agreement between the parties (the "Contract"), the undersigned contracting party hereby agrees to the City of Biloxi standard terms and conditions, as follows:

1. **Term / No Automatic Renewal:** Unless otherwise specified in the Contract, the term of the Contract or any renewal term thereof shall not extend past the term of the existing City Council. If the Contract does extend past that date, such contract will not be void, but voidable at the discretion of the following Council.
2. **Renewal / Extension of Term:** Any extension or renewal may be subject to approval by the Biloxi City Council and shall be subject to the terms of the City of Biloxi Standard Addendum that is in effect at that time.
3. **Governing Law:** Mississippi law shall govern the interpretation of the Contract and any dispute that may arise between the parties.
4. **Venue / Exclusive Jurisdiction:** The courts located in Harrison County, Mississippi (Second Judicial District) shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other or should a party seek any form of relief against the other, then said action shall be filed in Harrison County, Mississippi (Second Judicial District). Any business or person doing business with the City of Biloxi submits to the personal jurisdiction of the courts in Harrison County, Mississippi.
5. **No Waiver of Warranties:** Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City of Biloxi's recovery resulting from a breach of express or implied warranties shall be of no force or effect.
6. **No Waiver of Damages:** Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City of Biloxi's recovery in any manner shall be of no force or effect.
7. **Arbitration:** The City of Biloxi shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to require the City of Biloxi to submit a dispute to arbitration; and, any such term(s) requiring same, shall be deemed to be of no force or effect as against the City of Biloxi.
8. **Waiver of Jury Trial:** The City of Biloxi shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to waive its right to a jury trial; and any such term(s) requiring same, shall be deemed to be of no force or effect as against the City of Biloxi.

9. Force Majeure: Neither party shall be liable for failure to perform or delay in performing any obligation under the Contract if the failure or delay is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, epidemic, pandemic, war, civil commotion or industrial dispute ("Force Majeure"). If such delay or failure continues for at least sixty (60) days, then either party may provide written notice to terminate the Contract; and, upon such termination, the parties will owe no further obligations to the other except with respect to any rights or obligations that may have accrued prior to termination

10. Conflict of Terms: To the extent there is a conflict between the terms of this Addendum and the term of the Contract or any supplemental terms thereof, the terms of this Addendum will control. Upon expiration or termination of the Contract, the terms of this Addendum shall survive and will apply with respect to any dispute that may exist between the parties.

11. Non-Discrimination: All persons having a contract with the City of Biloxi must adhere to the City's policy concerning non-discrimination on the basis of race, color, religion, sex, age, sexual orientation, gender identity, national origin, veteran or disability status.

12. Notices. All notices, Consents, waivers and other communications required or permitted by the Contract shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate addressee; or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other parties):

**Contracting Party:**

\_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ \*  
Email: \_\_\_\_\_ \*

**The City of Biloxi, Mississippi:**

Attention: Mayor A.M. Gilich, Jr.  
140 Lameuse Street  
Biloxi, Mississippi 39530  
Telephone: (228) 435-6254\*

With a mandatory copy to:

City Attorney / Contract Manager  
Post Office Box 429  
Biloxi, Mississippi 39533  
Telephone: (228) 435-6388\*

\* all telephone numbers and email addresses supplied herein are for the sake of convenience and the parties specifically agree that no notice may be served via telephone or email

Contracting Party:

\_\_\_\_\_

The City of Biloxi, Mississippi:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: A. M. Gilich, Jr.  
Title: Mayor  
Date: \_\_\_\_\_

Contract Reference: \_\_\_\_\_