CITY OF BILOXI
AGENDA ITEM
FACT SHEET

Item No.: 50

Council Meeting Date: December 2, 2025

ITEM TITLE: RESOLUTION

INTRODUCED BY: Mayor Andrew "FoFo" Gilich

CONTACT PERSON: Richard Weaver, Chief Administrative Officer

Peter Abide, Director of the Legal Department

SUMMARY EXPLANATION:

Resolution authorizing entry into Professional Services Agreement with Lucy Solano for translation services in the Biloxi Municipal Court

Resolution ✓ **Ordinance** _____ **Public Hearing** _____ **Routine Agenda** _____

Exhibits for Review

Contract ✓ **Minutes** _____ **Plans/Maps** _____ **Deed** _____ **Lease** _____

Other (Specify): Exhibit A: Professional Services Agreement

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
	Gray	___	___	___	___	Tisdale	___	___	___	___
	Marshall	___	___	___	___	Glavan	___	___	___	___
	Nail	___	___	___	___	Shoemaker	___	___	___	___
	Creel	___	___	___	___					

ACTION TAKEN:

120225Icon

Resolution No.

RESOLUTION AUTHORIZING ENTRY INTO PROFESSIONAL SERVICES AGREEMENT WITH LUCY SOLANO FOR TRANSLATION SERVICES IN THE BILOXI MUNICIPAL COURT

WHEREAS, the City of Biloxi (the "City") Biloxi Municipal Court is regularly in need of interpreter and/or translation services to assist individuals with limited English proficiency;

WHEREAS, in compliance with federal law and §§9-21-71 *et seq.* of the Mississippi Code of 1972, the Biloxi Municipal Court is required to provide interpreter and/or translation services for Limited English Proficient (LEP) individuals, meaning "any party or witness who cannot readily understand or communicate in spoken English or who does not speak English as his or her primary language and who consequently has a limited ability to read, speak, write or understand English and cannot equally participate in or benefit from the [court] proceedings unless an interpreter is available to assist the individual"

WHEREAS, Lucy Solano ("Solano") has expertise in the Spanish language, is in the business of providing such interpreter and/or translation services, has satisfactorily provided translation services to the Biloxi Municipal Court,

WHEREAS, it is in the best interest of the City to engage Solano's services by entering into the Agreement for Professional Services (the "Agreement"), attached hereto as Exhibit "A";

WHEREAS, under the Agreement, Solano will be engaged as an independent contractor, at the rates established in the Agreement;

WHEREAS, Solano shall work at the direction of the City's Municipal Court Clerk; and

WHEREAS, it is the recommendation of Peter C. Abide, Director of the Legal Department, that the City enter the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY 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 Mayor is hereby authorized to accept and execute, on behalf of the City of Biloxi, the Professional Services Agreement, attached hereto as Exhibit "A," with Lucy Solano.

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

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made by and between the CITY OF BILOXI, MISSISSIPPI (the "City"); and LUCY SOLANO ("Contractor") (collectively, the "Parties"), and is effective as of the _____ day of _____, 2025.

W I T N E S S E T H:

WHEREAS, in compliance with federal law and §§9-21-71 *et seq.* of the Mississippi Code of 1972, the Biloxi Municipal Court is required to provide interpreter and/or translation services for Limited English Proficient (LEP) individuals, meaning "any party or witness who cannot readily understand or communicate in spoken English or who does not speak English as his or her primary language and who consequently has a limited ability to read, speak, write or understand English and cannot equally participate in or benefit from the [court] proceedings unless an interpreter is available to assist the individual"

WHEREAS, the Biloxi Municipal Court is regularly in need of interpreter and/or translation services to assist LEP individuals; and

WHEREAS, Contractor has expertise in the Spanish language and is in the business of providing such interpreter and/or translation services

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1) **SERVICES PROVIDED.** In exchange for the compensation described below, Contractor shall provide certain professional interpreter and/or translation services (collectively, the "Services"), as assigned from time to time by the Clerk of the Biloxi Municipal Court (the "Clerk"). Services will include, but shall not be limited to, oral interpretation services during court proceedings, written translation services and transcription services.

2) **COMPENSATION.** For the Services rendered under this Agreement, Contractor will be entitled to compensation by the City as follows:

a) **Oral Interpretation (court hearings, appearances and trials).**

i) Consecutive (with pauses) will be compensated at a rate of $50.00 per hour, $175.00 for four (4) hours, and $350.00 for eight (8) hours.

ii) Simultaneous will be compensated at a rate of $60.00 per hour, $200.00 for four (4) hours, and $400.00 for eight (8) hours.

iii) For all services requiring travel of more than twenty (20) miles from Contractor's home, mileage will be compensated at a rate of $0.59 per mile and travel time will be compensated at a rate of $35.00 per hour.

iv) In the event Contractor is retained for a full eight (8) hour day, Contractor will be compensated at the daily rates specified above, regardless of whether services required the full eight (8) hours.

v) All services which require travel of more than twenty (20) miles from Contractor's home will be compensated at a minimum of two (2) hours at the rates specified above.

b) **Written Translation**. Contractor will be compensated at a rate of $35.00 per page.

c) **Transcription (audio/video).** Contractor will be compensated at a rate of $15.00 per minute.

d) **Editing (already transcribed).** Contractor will be compensated at a rate of $20.00 per page.

e) **Voiceover.**

i) Audio only will be compensated at a rate of $30.00 per hour, $100.00 for four (4) hours, and $200.00 for eight (8) hours.

ii) Audio and video will be compensated at a rate of $35.00 per hour, $125.00 for four (4) hours, and $250.00 for eight (8) hours.

f) **Cancellation**. If Contractor's services are cancelled within 48 hours of the time scheduled, Contractor will be compensated at the minimum rate specified above for the assignment.

3) **EXPENSES.** Contractor shall be entitled to reimbursement of reasonable and necessary expenses incurred on behalf of the City in connection with the provision of the Services, provided that such expenses are pre-approved by the Clerk. Contractor shall include vouchers for all such expenses with invoices delivered to the City.

4) **INVOICING.** Contractor shall cause an invoice to be delivered to the City, in a form deemed acceptable and sufficient by the City. Payment for the Services rendered under this Agreement will be due in accordance with Miss. Code Ann. §§31-7-301, *et seq*.

5) **TERM.** The term of this Agreement (the "Term") will begin on the effective date, as first written above, and will remain in full force and effect for a period of one (1) year, subject to earlier termination as provided for below.

6) **TERMINATION.**

a) By Either Party. Either party shall have the right to immediately terminate this agreement, without penalty or prejudice to any other rights and remedies it may have, if:

i) the other party fails to perform any material provision of this Agreement and the failure is not corrected within thirty (30) days after the other party gives the defaulting party written notice of the breach;

ii) the other party becomes insolvent, is unable to pay its debts as they mature or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated; or

iii) the other party suspends, discontinues or materially alters its business operations.

b) Termination for Convenience. Either Party may terminate this contract at any time with or without cause by giving the other Party fourteen (14) days written notice of termination.

c) Mutual Agreement to Terminate. This Agreement may be terminated at any time, without penalties or prejudice, by mutual agreement of both parties in writing.

d) Upon expiration or termination of the Agreement, the terms of this Agreement shall survive and will apply with respect to any dispute that may exist between the parties.

7) **CONFIDENTIALLY.**

a) Confidential and Proprietary Nature of the Information. Contractor acknowledges the confidential and proprietary nature of the Confidential Information (as defined below), agrees to hold and keep the Confidential Information as provided in this Agreement and otherwise agrees to each and every restriction and obligation in this Agreement. Notwithstanding the foregoing, this Agreement shall in no way compromise or lessen the professional obligations or other legal obligations that Contractor has under any code of professional conduct.

b) Confidential Information. As used in this Agreement, the term "Confidential Information" means and includes any and all of the items described in paragraphs (a) and (b) below that has been or may hereafter be disclosed to Contractor by the City or by the directors, officers, employees, agents, consultants, advisors or other representatives, including legal counsel, accountants and financial advisors ("Representatives") of the City:

i) Any and all financial information or data, however documented, trade secrets concerning the business and affairs of the City, product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions

and ideas, past, current, and planned research and development, current and planned processes, vendor lists, vendor accounts, vendor financial information, current and anticipated fee schedules, market studies, business plans, computer software and programs, computer software and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information), and any other information, however documented, that is a trade secret within the meaning of any applicable state or United States trade secret law; and

ii) Information concerning the business and affairs of the City, however documented, or is otherwise obtained from review of the City's documents or discussions with the City's Representatives, irrespective of the form of the communication, and also includes all notes, analyses, compilations, studies, summaries and other material prepared by the City or the City's Representatives containing or based, in whole or in part, upon any information included in the foregoing.

c) To the extent that any Confidential Information may include materials subject to the attorney-client privilege or the accountant-client privilege, the City is not waiving and will not be deemed to have waived or diminished its attorney work-product protections, attorney-client privileges accountant-client privileges or similar protections and privileges as a result of disclosing any Confidential Information (including Confidential Information related to pending or threatened litigation) to Contractor, regardless of whether the City has asserted or is or may be entitled to assert such privileges and protections.

d) Restricted Use of Confidential Information. Contractor agrees that the Confidential Information (a) will be kept confidential by Contractor and (b) without limiting the foregoing, will not be disclosed by Contractor to any person except with the specific prior written consent of the City. Contractor further agrees that it will not use any of the Confidential Information for any reason or purpose other than to provide the Services requested by the City.

e) Return or Destruction of Confidential Information. If the City determines that it does not wish continue to use Contractor for the Services or if Contractor determines that it does not wish to continue providing Services to the City (*i.e.*, this Agreement is terminated), then the requirements that Contractor keep the Confidential Information confidential shall continue indefinitely and (a) Contractor (i) shall promptly deliver to the City all documents or other materials disclosed by the City or any of the City's Representatives to the City, together with all copies and summaries thereof in the possession or under the control of Contractor and (ii) will destroy materials generated by Contractor that include or refer to any part of the Confidential Information, without retaining a copy of any such material

8) **REMEDIES UPON DEFAULT.** Termination by either party of this Agreement shall not limit or otherwise affect the remedies of the non-defaulting or non-breaching party against the defaulting or breaching party. In the event that either party is in material default under any of the terms or conditions of this Agreement or has materially breached any of its representations of warranties in this Agreement, the non-defaulting or non-breaching party shall be entitled to pursue, in addition to any remedies specifically provided herein, all further remedies then available at law or in equity.

9) **PERFORMANCE.** Contractor agrees to provide the Services in a competent and professional manner and as otherwise reasonably requested by the City from time to time. Contractor shall perform its obligations hereunder with all due diligence and without delay; provided, however, that neither Party shall be liable for delays or non-performance caused by circumstances beyond its reasonable control, including labor disputes, fire, hurricanes, tornadoes, civil disturbances, or acts of God.

10) **SUCCESSORS AND ASSIGNS.** The City and Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such party, in respect to all covenants of this Agreement. Nothing expressed or referred to in this Agreement shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights, legal or equitable, benefits, remedies, or claims under or with respect to this Agreement or any provision of this Agreement, to anyone other than the City and Contractor.

11) **RELATIONSHIP OF THE PARTIES.** Contractor's relationship with the City is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed as creating a partnership, agency, joint venture, employment or similar relationship.

a) Contractor acknowledges that it is not an employee or agent of the City for any purpose whatsoever. Contractor shall be responsible for all applicable I-9 and work eligibility verification, earnings reports and tax payments to government agencies, such as the U.S. Internal Revenue Service and the Social Security Administration including payment of all obligations and/or expenses of Contractor relative to its performance of the duties under this Agreement.

b) Contractor acknowledges that it is not entitled to receive any of the fringe benefits received by the City's employees, including but not limited to, Workers' Compensation Insurance.

c) Contractor shall not have the authority to enter into any contract on the City's behalf, or to otherwise bind the City to any agreement, unless expressly authorized to so do in writing.

12) **NOTICES.** All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt

requested, addressed 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)

City:
The City of Biloxi, Mississippi:
Attention: Mayor A. M. Gilich, Jr.
140 Lameuse Street
Biloxi, Mississippi 39530

With mandatory copies to:

City of Biloxi, Mississippi
City Attorney / Contract Manager
Post Office Box 429
Biloxi, Mississippi 39533

Contractor:
Lucy Solano

_____

_____

13) GOVERNING LAW AND JURISDICTION.

a) Governing Law. The laws of the state of Mississippi shall govern the application and interpretation of this Agreement.

b) 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 submits to the personal jurisdiction of the courts in Harrison County, Mississippi.

14) AMENDMENTS. This Agreement may not be altered or amended, nor may rights hereunder be waived, except by writing executed by both parties.

15) ASSIGNABILITY. Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior express written consent of the City. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Contractor.

16) NO WAIVER OF WARRANTIES. Notwithstanding any provisions to the contrary that may be found in this Agreement or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City's recovery resulting from a breach of express or implied warranties shall be of no force or effect.

17) **NO WAIVER OF DAMAGES.** Notwithstanding any provisions to the contrary that may be found in the Agreement, or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City's recovery in any manner shall be of no force or effect.

18) **WAIVER OF JURY TRIAL.** The City shall not be subject to the terms of any provision or any supplemental terms that may seek to waive its right to a jury trial; and any such term(s) requiring same, shall be deem to be of no force or effect as against the City.

19) **FORCE MAJEURE.** Neither party shall be liable for failure to perform or delay in performing any obligation under the Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, 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 Agreement; 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.

20) **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable for any reason, that provision shall be ineffective to the extent of such invalidity or unenforceability, and such invalidity or unenforceability shall not affect any other provision of this Agreement. If necessary, the parties shall negotiate in good faith to modify the Agreement to preserve (to the extent possible) their original intent.

21) **AUTHORITY.** The parties represent that they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate execution and performance of this Agreement, and the persons executing this Agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.

22) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter (including any letter of intent, memorandum of understanding or other such non-binding document).

23) **ARBITRATION.** The City shall not be subject to the terms of any provision any supplemental terms that may seek to require the City to submit a dispute to arbitration; and, any such term(s) requiring same, shall be deem to be of no force or effect as against the City.

24) **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or email transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

Signatures on following page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY:

CITY OF BILOXI, MISSISSIPPI

By: _____
Name: A.M. Gilich, Jr.
Title: Mayor

ATTESTED TO BY:

_____
Municipal Clerk

CONTRACTOR:

_____
LUCY SOLANO