



SCOPE OF WORK

SMPDD will serve as the lead agency and contractor while subcontracting mapdrawing and related duties to Gulf Regional Planning Commission (GRPC) and all legal duties for Greene County regarding redistricting, related case law and compliance with the Voting Rights Act of 1965, as amended, will be the responsibility of Greene County.

A. Mapdrawing of Supervisor Districts Boundaries and Supporting Data

GRPC will draw county district boundaries using an agreed upon methodology between GRPC, SMPDD, and Greene County. Any supporting demographic data will be in tabular form in an Excel file format and the GIS data will be in ESRI shapefiles.

B. Work Sessions with Board of Supervisors

GRPC will meet a maximum number of four times with SMPDD and the Board. The first meeting will be to agree upon methodology and criteria for drawing the district boundaries and to agree upon a schedule for the project. The second and third meetings, if necessary, will be work sessions to review the maps drawn by GRPC and the final meeting will be to adopt a final redistricting plan by the Board. These meetings will be subject to the rules of the Mississippi Open Meetings Act.

C. Public Meeting Materials and Support

In addition to the work session set forth in Section B above, GRPC will be responsible for providing supportive maps and data for up to two (2) public hearings to present no more than three (3) draft plans to the public for comment prior to final adoption of one redistricting plan by the Board. GRPC will be on hand to attend these hearings and will be available to answer questions concerning the mapping work produced. The Board will be responsible for the scheduling of these meetings, the public notice of these meetings, and any required legal record of the meeting.

D. Required Submission

The Board will be responsible for preparing the final documents for any required submission. GRPC will assist in this process by providing maps and digital files and any other necessary materials created during the redistricting process. GRPC will work with the Board to develop the required data necessary for this submission. SMPDD and GRPC are not responsible for the submission of the maps.

DELIVERABLES

SMPDD and GRPC will provide working maps for discussion during work sessions with the Board. GRPC will also provide maps for the public hearings, and GRPC will deliver a final set of paper maps outlining the district boundaries and provide the digital files and supporting tabular data in an Excel file format to the Board.

SCHEDULE OF WORK

SMPDD and GRPC will begin work on the project as soon as this proposal has been agreed to and upon release of the Census Data and in coordination with the Board. The schedule is contingent upon the timely delivery of 2020 census data from the United States Census Bureau and the availability of the Board. Upon approval of this engagement, GRPC and SMPDD will schedule the first meeting with the Board in accordance with Section B above to develop a schedule for the proposed work and to discuss the methodology and criteria for the same.

COMPENSATION AND PAYMENT SCHEDULE

SMPDD and GRPC will provide these comprehensive redistricting services for a total flat fee of \$18,000.00.

STANDARD TERMS & CONDITIONS

SECTION 1. Term. Southern Mississippi Planning and Development District (SMPDD) will undertake and complete performance of the services referred to in the Scope of Work commencing at time of contract execution and terminating in twelve (12) months or at the time a final plan has been approved by the Board of Supervisors, whichever occurs first. This contract timeline may be amended if approved by both parties.

SECTION 2. Termination for Convenience by SMPDD. SMPDD may terminate this Contract at any time by giving thirty (30) days written notice to the Client of said termination. If terminated pursuant to this Section 2 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

SECTION 3. Termination for Convenience by the Client. The Client may terminate this Contract at any time by giving written notice to SMPDD of said termination. If terminated pursuant to this Section 3 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

SECTION 4. Interest of Members of the Client. No officer, member, or employee of the Client who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

SECTION 5. Compensation. The Client will enter into a contract with SMPDD to perform redistricting services for Greene County. SMPDD will provide these services for a lump sum fee of \$ 18,000.00. Invoices will be submitted quarterly in equal installments.

SECTION 6. Client Cooperation. The Client hereby agrees that its officials, employees and contractors shall cooperate with SMPDD in the discharge of its responsibilities under this contract and shall be available for consultation at such times as may be mutually agreeable to both parties. The Client shall make available to SMPDD all data, records, reports, maps, or other information as are existing, available, and necessary for performance of this Contract.

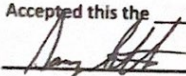
SECTION 7. Records. All documents produced for this contract will be property of the Client.

SECTION 8. Entire Agreement. This Contract constitutes the entire agreement of the parties and shall not be conditioned, modified or supplemented except by a subsequent written agreement signed by and delivered by all parties. If any provision of this Contract is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Contract a provision as may be possible and legal, valid and enforceable.

SECTION 9. Governing Authority. This Contract and any amendments thereto shall be construed and interpreted pursuant to Mississippi law.

SECTION 10. Effective Date. The Effective Date for this Contract shall be the date of execution.

Accepted this the 4th day of October 2021.



Greene County Board of Supervisors

Leonard Bentz, Executive Director, Southern Mississippi Planning and Development District