

Addendum to City of Bay St. Louis Contracts 2024 Professional Services Agreement Federal Grant Administrative Services

This Addendum between the City of Bay St. Louis, Mississippi (“CLIENT”) and Tetra Tech, Inc. (“CONTRACTOR”) is an integral part of the contract. CONTRACTOR acknowledges that CLIENT is a governmental entity and is subject to the laws of the State of Mississippi governing actions of governmental bodies. CONTRACTOR further acknowledges that CLIENT does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the contract and agree that should any provision of the contract conflict with this Addendum, the terms of the Addendum control.

1. CLIENT contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.

U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

2. CLIENT does not waive its sovereign immunity. CLIENT shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.

Miss. Code Ann. § 11-46-1, et seq.

3. CLIENT does not waive its Constitutional Eleventh (11th) Amendment immunity.

U.S. Const. Amend. XI.

4. Any reference to CLIENT waiving its right to a trial by jury are deleted.

Miss. AG Op., Chamberlin (October 18, 2002).

5. CLIENT does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.

Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).

6. Any reference to payment of attorney's fees by BSL are deleted.

Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).

7. CLIENT does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law.

Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).

8. Any references to CLIENT limiting CLIENT's damages to the contract price or any other set amount are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

9. Any references to CLIENT indemnifying or holding harmless the CONTRACTOR or any other party are deleted, except to the extent permitted by Mississippi law.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

10. Any provisions limiting the time for CLIENT to pursue legal action are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

11. Any reference to CLIENT waiving any cause of action it may have against CONTRACTOR or any other party as a result of CONTRACTOR's breach of the contract, or CONTRACTOR's own negligence or willful misconduct or the negligence or willful misconduct of CONTRACTOR's employees or agents are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

12. Any reference to CLIENT limiting damages, remedies or waiving any claim are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

13. Any provisions giving the CONTRACTOR exclusive control over litigation are deleted. CLIENT does not agree that CONTRACTOR may represent, prosecute or defend legal actions in the name of CLIENT.

14. Any references to CLIENT submitting to binding arbitration are deleted.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002)

15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the CONTRACTOR's liability to CLIENT or allow CONTRACTOR to waive any applicable warranties (express or implied) are deleted.

Miss. Const. Art. 4 § 100; Miss. Code Ann. §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).

16. Any references to CLIENT limiting or waiving any common law warranty are deleted, except as permitted by Mississippi law.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

17. CLIENT does not make any warranty.

Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

18. CLIENT will deliver payments to CONTRACTOR. Any provision that requires CLIENT pay CONTRACTOR any late charges is governed by Miss. Code Ann. § 31-7-305.

19. CLIENT is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq.

20. CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing CLIENT for hiring an employee who works for the CONTRACTOR is deleted.

21. The continuance of any CLIENT contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of CLIENT. This contract is cancellable with thirty (30) days' notice to the CONTRACTOR at the end of the fiscal period in the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).

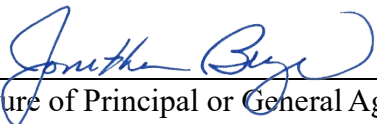
22. Any provision requiring CLIENT to name the CONTRACTOR as an additional insured is deleted.

23. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

24. CONTRACTOR recognizes that CLIENT, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law.
25. CONTRACTOR acknowledges that the individual executing the contract on behalf of CLIENT is doing so only in his/her official capacity only, and to the extent that any provision contained in the contract exceeds his/her authority, CONTRACTOR agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

TETRA TECH, INC.

By:


(Original Signature of Principal or General Agent)

NAME/TITLE

Jonathan Burgiel, Business Unit President

DATE:

9/16/2024

CITY OF BAY ST. LOUIS, MISSISSIPPI

By:

Michael J. Favre, Mayor

DATE:
