

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2014, the following RESOLUTION:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED NON-EXCLUSIVE CONTRACT FOR PROFESSIONAL TITLE SEARCH/ABSTRACT TO KAREN L. BOONE AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A CONTRACT ON BEHALF OF THE CITY OF GULFPORT

WHEREAS, the City Attorney's Office has a recurring need for abstracting services on an as needed basis for a variety of projects and matters referred to the City's Legal Department for handling; and

WHEREAS, Karen L. Boone was recommended to the Legal Department by the City's General Counsel, Hugh Keating, Esq., and, based on her experience and fee schedule, the Legal Department would be well served if Karen L. Boone could be contracted with to provide abstracting services, on an as needed basis pursuant to written work order requests, for the Department in accord with the proposed non-exclusive contract attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That a non-exclusive contract for title search/abstracting services be and the same is hereby awarded to Karen L. Boone, and that the Mayor be and he is hereby authorized to negotiate a contract with Karen L. Boone, and execute and deliver the same on behalf of the City.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect as provided by law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted
this the _____ day of _____, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2014.

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND KAREN L. BOONE FOR THE PROVISION OF CERTAIN TITLE
SEARCH/LANDABSTRACTING SERVICES ON AN AS NEEDED BASIS**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2014, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and Karen L. Boone (hereinafter called THE CONTRACTOR) concerning the provision of certain title search/land abstracting services on an as-needed basis, as more fully defined below, on the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

1. **SCOPE OF SERVICES:** CONTRACTOR shall perform certain title search/land abstracting services as requested and required by the CITY on an as needed basis. The work shall be completed in a timely and thorough manner, and any reasonable and specific requests by the CITY with regard to a completion date shall be met by the CONTRACTOR.
2. **CONSIDERATION.** As consideration for satisfactory performance under this agreement and in addition to other forms of consideration set forth herein, CITY agrees to pay and CONTRACTOR agrees to accept payment for title search and land abstracting services as more fully set forth in Exhibit "A" hereto (resume and fee schedule submitted by CONTRACTOR). The aforementioned fee shall be paid by the CITY to the CONTRACTOR within 45 days of delivery of the appraisal.
3. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR, consist of this Agreement and attachments hereto. There are no Contract Documents other than those listed or incorporation herein.
4. **TERM.** Unless terminated as provided for herein, the term of this Agreement shall be from date of execution through December 31, 2015.
5. **TERMINATION.** Should the CITY determine that it is not in its best interest to continue the Agreement, that party may terminate this Agreement by giving written thirty (30) day notice to the other party of such termination and specifying the effective date thereof. After notice is given as provided herein, this Agreement will become void. Should the CITY elect to terminate this Agreement, the CONTRACTOR shall be paid for all work accomplished as of the date of termination.
6. **ASSIGNABILITY AND SUBCONTRACTING.** CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in same without the prior written consent of the CITY thereto.
7. **DISCRIMINATION.** CONTRACTOR understands that CITY is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and CONTRACTOR agrees during the term of this Agreement to adhere strictly to this Policy in its employment practices and provision of services.
8. **INDEMNITY.** CONTRACTOR and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the CITY and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to CONTRACTOR and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent,

and/or intentional and with respect to any and all claims made against the CITY of Gulfport that may arise out of or relate in any way to the work which is the subject of this Agreement.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the CITY and CONTRACTOR relating to the scope of services set forth herein and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto.
10. **SEVERABILITY; NON-ENDORSEMENT.** If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this Agreement, and all remaining provisions of this Agreement shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.
11. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of Harrison County, Mississippi. The CONTRACTOR further states that it is aware and understands that it is responsible for ensuring that all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local, are followed and/or complied with in the execution of the scope of services found in this Agreement. The CONTRACTOR further agrees that it will execute any and all documents required by the CITY relative to the funding source for the project. The CONTRACTOR further agrees that it will generate and provide to the CITY any and all documentation necessary for the work performed by CONTRACTOR under this agreement to comply with all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local. Further, the CONTRACTOR agrees to maintain its files and documentation concerning this matter thru the "close out" of the project by the CITY.
12. **INSURANCE.** CONTRACTOR shall maintain general liability insurance, with a minimum coverage limits of one million dollars (\$1,000,000.00) which shall cover all work performed by CONTRACTOR and any claims that may arise against CONTRACTOR in connection with the services to be furnished pursuant to this contract. CONTRACTOR shall maintain workers compensation insurance, within the limits required by law and/or employees liability insurance. CONTRACTOR shall name the CITY of Gulfport as an additional named insured on all CONTRACTOR's policies required hereunder. CONTRACTOR shall inform and notify the CITY in writing within fourteen (14) days of any claims of liability resulting from the execution of the work required by the scope of work herein. CONTRACTOR shall provide proof of coverage. Within thirty (30) days of annual expiration of CONTRACTOR's insurance policy(ies), CONTRACTOR shall provide CITY with proof of renewal or proof of coverage by a different carrier. CONTRACTOR shall require each and all sub-contractors to maintain insurance in accord with the provisions set forth herein.
13. **NOTICES.** Official notice to the CONTRACTOR shall be to the mailing address identified below unless a change of address is provided to CITY in writing. Notice to CITY shall be to Mayor, CITY of Gulfport, 2309 15th Street, Gulfport, MS 39501 with a courtesy copy to CITY Attorney at same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery.
14. **OFFICIAL APPROVAL OF CONTRACT/AMENDMENT.** This Contract shall take full force and effect only after it is signed by the Mayor and also signed by the CONTRACTOR. The date of last signature shall be the effective date. Any Amendment to this Contract shall be in writing and require official approval by the Governing Authority and be signed by the Mayor and the CONTRACTOR.
15. **AUTHORITY TO EXECUTE.** It is acknowledged by signature below that the undersigned is an authorized and proper agent and representative of CONTRACTOR and that he or she signed this agreement with full authority and on behalf of the CONTRACTOR.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in duplicate.
One counterpart each has been delivered to CITY and to CONTRACTOR.

This Agreement will be effective on January 8, 2014.

CITY:

CONTRACTOR:

CITY OF GULFPORT, MISSISSIPPI

KAREN L. BOONE

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

Resume

Name: Karen L. Boone

Email: klboone@cableone.net

Phone: 228-365-7545

Address: P.O. Box 1092, Biloxi, MS 39530

Work Experience: Boone Abstracting Services, Inc. President, 2009-present; Secretary/Treasurer 1996-2008. Currently provides services for multiple law firms including the City of Biloxi Outside Council Michael Collins.

Education: B.S. Degree in Business Administration, University of Southern Mississippi

Fee Schedule: Lots and blocks \$85.00-90.00 plus copies; Metes and Bounds \$100 and up depending on time and complexity plus copies.

References available upon request.