REQUEST FOR QUALIFICATIONS

Prescribed Burn Plan and Updates

RFx No. 314000650

Smart No. 1450-16-R-RFQI-00012

Mississippi Department of Marine Resources
1141 Bayview Avenue
Biloxi, Mississippi 39530

Contact: Erin Gallagher procurement@dmr.ms.gov

Introduction

The Mississippi Department of Marine Resources (MDMR) manages the coastal resources for the State of Mississippi through the authority of the Commission on Marine Resources. MDMR is seeking sealed Statements of Qualifications (SOQs) to establish a contract with an individual, entity, or firm for the development of a Prescribed Burn Plan and Updates to existing Prescribed Burn Plans for the Coastal Preserves Program.

This solicitation is a multi-step Request for Qualifications (RFQ). In Step One, the SOQs submitted will be evaluated on the basis of qualifications. In Step Two, the respondents determined to be qualified in Step One, will then be evaluated further based on their respective price submission which must be in the form of a Sealed Pricing Offer (SPO). A contract may be awarded to the individual, entity, or firm, whose SOQ and SPO are determined to be the most advantageous to the MDMR and the State of Mississippi. The contract amount will be determined through the multi-step process, but will not exceed $35,000. The factors to be considered in the evaluation of submissions and their relative importance or weight are set forth herein. The scope of work to be performed and the deliverables required under the contract are also set forth herein.

Deadlines/Timeline

RFQ Issue Date:	June 22, 2016
Deadline for Questions to MDMR:	June 30, 2016 10:00 a.m. CST
Posting of Written Answers to Questions:	July 6, 2016 4:00 p.m. CST
SOQ and SPO Submission Deadline:	July 14, 2016 10:00 a.m. CST

How to Apply

Your Statement of Qualifications and Sealed Pricing Offer must be **received** by MDMR no later than **July 14, 2016, at 10:00 a.m. CST.** You must personally deliver or mail your SOQ/SPO to Erin Gallagher on the 6th floor, 1141 Bayview Avenue, Biloxi, Mississippi 39530. Remember, you are responsible for making sure your SOQ and SPO are received by the deadline. **Submissions received after the deadline will not be considered and will be returned unopened.** Instructions on how to submit your SOQ/SPO are set forth herein.

Scope of Work

The Mississippi Coastal Preserves Program was created in 1992 to identify, acquire, protect and manage Mississippi coastal wetland habitats. Prescribed burns are essential to perpetuating native biodiversity and maintaining a healthy coastal economy.

The scope of work for the contract will include, but is not limited to, the following:

Basic Elements of Burn Plan and Updates- Burn plan and all burn plan updates should follow all state guidelines and requirements.

- Burn plan creation is requested for:

  Wolf River Coastal Preserve Bells Ferry Tract (104 acres)

  See Attachment F for Site Datasheet.

- Burn plan updates are requested for:

  Hancock County Marshes Coastal Preserve – Wachovia Tract (1,203 acres)
  Hancock County Marshes Coastal Preserve – Ladner Tract (331 acres)
  Hancock County Marshes Coastal Preserve - Beckendorf Tract (659 acres)
  Bayou LaCroix Preserve - Admiral Isle Tract (351 acres)
  Wolf River Coastal Preserve – De'Lisle Tract (650 acres)
  Deer Island Coastal Preserve (746 acres)
  Pascagoula River Coastal Preserve – Indian Point Tract (458 acres)

  See Attachment F for Site Datasheets.

Contractor must provide all labor, materials, equipment, tools, transportation and supplies required to complete the work.

An example of an existing burn plan can be found in Attachment G.

Deliverables

The deliverables which the MDMR is seeking for this service include:

1. Within 15 calendar days of the fully executed contract, the selected respondent (Contractor) must meet with MDMR staff to discuss the project.
2. A preliminary draft/outline of the Prescribed Burn Plan and Updates must be submitted within 60 calendar days of the fully executed contract and the selected respondent must meet with MDMR staff to review draft.
3. Within 90 calendar days of the fully executed contract, the final Prescribed Burn Plan and Updates must be submitted to MDMR.
4. Contractor must submit three bound copies and a copy on portable electronic media (.pdf) of the completed burn plans and updates.

Minimum Qualifications

The minimum qualifications which the MDMR is seeking for this service include:

- Experience with development and writing prescribed burn plans for habitats similar to those found on the Coastal Preserve areas;
- Experience of key staff and firm with projects of comparable scope and complexity developing prescribed burn plans;
- Two professional references from clients for which the respondent has provided comparable services; and,
- One example of an authored prescribed burn plan for programs of similar size, scope and complexity to demonstrate technical capability.

Selection Process

This RFQ will utilize a multi-step sealed qualification process. Sealed Pricing Offers (SPOs), which are required to be submitted in a separate sealed envelope at the same time as submission of the SOQs, will be considered only in the second step and only from those respondents who are determined to be qualified in the first step.

Step One

During the first step of the process, each SOQ which was completely and timely submitted will be evaluated by a selection committee appointed by the Executive Director. The SOQ of any respondent not meeting the minimum qualifications set forth above will be deemed "unacceptable" and the respondent will be so notified in writing by the MDMR. The SOQs of respondents meeting the minimum qualifications set forth above will be scored by the committee using the criteria and the level of importance (weight) associated with each criterion listed below. For each SOQ, the committee will

rate each criterion from 0 to 100 and then multiply the score by the weighted percentage for that criterion. The weighted scores for all criteria will be totaled to determine the Step One score for each respondent.

The criteria to be evaluated and the relative weight for each are:

- Experience with prescribed burn plans – 30 percent
- Experience in drafting prescribed burn plans of a comparable scope and complexity – 35 percent
- Technical capability past performance of comparable work – 20 percent

Total possible Step One score: 85

Step Two

After the completion of Step One, the Sealed Pricing Offer for each respondent determined to be qualified will be opened by the Procurement Director. **The weight for price will be up to 15 points.** Each quoted price will be divided by the lowest quoted price to calculate a ratio. This ratio will be multiplied by the maximum number of pricing points (15 points). In other words, the respondent with the lowest quoted price will receive a score of 15 points; the remaining respondents' scores will be pro-rated against the lowest price and receive the resulting points.

The Procurement Director will then add the pricing points for each respondent to the respondent's total score from Step One for the total combined score, including price. The highest possible total combined score, including price, is 100. The Procurement Director will rank the respondents from highest to lowest based upon each respondent's total combined score, including price. The Procurement Director and/or staff will call the references for the highest ranked respondent. If the respondent passes the reference check which will be conducted on a pass/fail basis, the respondent will be selected as the successful respondent, subject to the approval of the MDMR Executive Director. If the respondent does not pass the reference check, the Procurement Director may check references for the second highest ranked respondent and, if the respondent passes the reference check, the respondent may be selected as the successful respondent, subject to the approval of the MDMR Executive Director. The Procurement Director may continue this process until a successful respondent is selected.

Term of Contract

The start date for the contract is the date the contract is signed by the selected respondent and the Executive Director of the MDMR. The end date is one year, or 365 days, from the start date. The contract may be extended subject to the availability of funds and at the sole discretion of the MDMR with the agreement of the Contractor.

Any contract renewal or extension must be under the same pricing, terms, and conditions as in the original contract, and shall be agreed to, in writing, by the MDMR and the Contractor.

MDMR Contact and Questions/Requests for Clarification

All questions and requests for clarification must be submitted by email to:
Erin Gallagher, Procurement Director
procurement@dmr.ms.gov

All questions/requests for clarification must be received no later than June 30, 2016 at 10:00 a.m. CST.

All questions/requests for clarification and the answers thereto will be published on the MDMR website (http://dmr.ms.gov) and the MAGIC Portal (http://www.mmrs.state.ms.us/vendors/index.shtml in a manner that all respondents will be able to view by July 6, 2016 at 4:00 p.m. CST.

The MDMR will not be bound by any verbal or written information that is not specified within this RFQ unless formally noticed and issued by the contact person.

Amendments to this RFQ

Should an amendment or amendments to this RFQ be issued by MDMR, it will be posted on the MDMR website (http://www.dmr.ms.gov) and on the Mississippi Contract/Procurement Opportunity Search Board (Procurement Portal) website (https://www.ms.gov/dfa/contract_bid_search/Bid) in a manner that all respondents will be able to view. **Furthermore, respondents must acknowledge receipt of any amendment to this RFQ by identifying the amendment number and date in the space provided for this purpose on the SOQ Cover Sheet, or by letter.** The acknowledgment must be received by the MDMR by the time and at the place specified for receipt of SOQs. It is the respondent's sole responsibility to monitor the website for amendments to the RFQ.

How to Submit a SOQ/SPO

You must submit your SOQ/SPO by paper submission via mail or hand delivery to MDMR as outlined below:

SOQ SUBMISSION OPTIONS

Paper Submission Requirements

- **The SOQ and the SPO must be signed and submitted in separate sealed envelopes.** Both sealed envelopes may be placed in a single

package or they may be submitted separately. They must be submitted to 1141 Bayview Avenue, Procurement Department 6th Floor, Biloxi, MS 39530 no later than 10:00 AM CST, July 14, 2016.

- Timely submission is the responsibility of the respondent. Submissions received after the specified time will be rejected and returned to the respondent unopened.
- The envelopes and package (if the separate sealed envelopes are placed in a single package) must be marked with the SOQ opening date and time, and the number of the SOQ (July 14, 2016, 10:00 AM CST; RFx No.3140000650; Smart No. 1450-16-R-RFQI-00012).
- The time and date of receipt will be indicated on the envelope or package by the MDMR staff.
- Submissions via facsimile (faxes) or electronic mail will not be accepted.
- It is suggested that if a submission is mailed to MDMR, it should be posted in certified mail with a return receipt requested. MDMR will not be responsible for mail delays or lost mail.
- All SOQs and SPOs submitted by hand delivery or mail will become the property of the MDMR.
- Sealed Statement of Quotes should be mailed or hand delivered to and labeled as follows:

"PRESCRIBED BURN PLAN AND UPDATES"
RFx No. 3140000650
Smart No. 1450-16-R-RFQI-00012
Opening Date: 10:00 AM CST, July 14, 2016
Mississippi Department of Marine Resources
Attention: Erin Gallagher
1141 Bayview Avenue
Procurement Department 6th Floor
Biloxi MS 39530
SEALED SOQ – DO NOT OPEN

- Sealed Pricing Offers should be mailed or hand delivered to and labeled as follows:

"PRESCRIBED BURN PLAN AND UPDATES"
RFx No. 3140000650
Smart No. 1450-16-R-RFQI-0000012
Opening Date: 10:00 AM CST, July 14, 2016
Mississippi Department of Marine Resources
Attention: Erin Gallagher
1141 Bayview Avenue
Procurement Department 6th Floor
Biloxi MS 39530

SEALED SPO – DO NOT OPEN

The **deadline** for receiving SOQs and SPOs is July 14, 2016 **at 10:00 a.m.** Late submissions will not be accepted.

Requirements for Statement of Qualifications

All SOQs must include the following:

- Attachment A – SOQ Cover Sheet, completed, signed and including requested attachments (Resumes and Example of Authored Plan)

Each page of the SOQ and all attachments must be identified with the name of the respondent. Modifications or additions to any portion of Attachment A may be cause for rejection of the SOQ.

The MDMR reserves the right to select any responsive Statement of Qualifications, pursuant to the evaluation criteria contained herein, to reject all SOQs not meeting minimum requirements, and to exercise its discretion and apply its judgment with respect to any SOQ submitted. The MDMR reserves the right to decide, on a case-by-case basis, whether to reject an SOQ with modifications or additions as nonresponsive. As a precondition to SOQ acceptance, the MDMR may request the respondent to withdraw or modify any portion of the SOQ deemed nonresponsive that does not affect quality, quantity, or delivery of the service. Any respondent claiming that its SOQ contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. § 25-61-1, *et seq.*), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption. The respondent must submit all attachments. Requests to review proprietary information will be handled in accordance with the Mississippi Public Records Act.

Requirements for Sealed Pricing Offers

All SPOs must include the following:

- Attachment B – Sealed Pricing Offer (completed and signed)

Modifications or additions to any portion of Attachment B may be cause for rejection of the SPO.

Conditions of Solicitation

The release of this RFQ does not constitute an acceptance of any offer, nor does such release in any way obligate the MDMR to execute a contract with any party. The final decision to execute a contract with any party rests solely with the MDMR.

Before preparing the SOQ/SPO, all respondents should note:

- The MDMR will not be liable for any costs associated with the preparation of the SOQ/SPO;
- The award of a contract pursuant to this RFQ is contingent upon the favorable evaluation of the SOQ and SPO; and,
- Contracted parties will be required to assume full responsibility for all specified services and may not subcontract any part of the services without the express written consent of the MDMR.

Notification of Successful Respondent

Notification will be sent to all respondents by mail and email of the selection of the successful respondent. We will also post the selection of the successful respondent on our website at www.dmr.ms.gov. Work is expected to begin within 15 calendar days of receipt of a fully executed contract.

Governing Law

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Mississippi and any litigation with respect thereto shall be brought in the courts of Biloxi, Harrison County, Mississippi.

Relationship of Parties

It is expressly understood and agreed that if MDMR enters into a contract with a respondent, it does so based on the purchase of professional services and not based on an employer-employee relationship or a joint venture relationship. For all purposes under any such contract:

- The contractor shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be an employee of MDMR; and,
- Amounts paid to the contractor under a contract will be paid as a gross sum with no withholdings or deductions being made by MDMR for any purpose.

Contract Administration

The contract awarded, if any, subsequent to this solicitation shall be administered by the MDMR. All invoices submitted by the contractor for payment of services performed pursuant to the contract shall be submitted as follows:

Erin Gallagher, Procurement Director
Mississippi Department of Marine Resources
1141 Bayview Avenue

Biloxi, MS 39530

The MDMR will provide timely payment for services in accordance with Section 31-7-305 of the Mississippi Code Annotated, which generally provides for payment by the MDMR within forty-five (45) days of receipt of the invoice.

Compensation for Services

Compensation for services will be in the form of a flat rate. The Contractor understands and agrees that MDMR is exempt from the payment of taxes.

Funding Source

Attached hereto and incorporated by reference as Attachment D is a copy of Subcontract Conditions required by MDEQ Agreement No. 15-00082 between the Mississippi Department of Environmental Quality (MDEQ) as sub-grantor and the MDMR as sub-grantee. Funds from this sub-grant will be used to fund the project under this contract. Independent Contractor acknowledges the requirements in Attachment D and agrees to be bound by same.

Additionally, if a contract is executed as a result of this RFQ, the MDMR and Independent Contractor will execute MDEQ's Request to Subcontract which is attached hereto as Attachment E and incorporated herein by reference.

Equal Opportunity Statement

MDMR will select the respondent for these services without regard to political affiliation, race, color, handicap, genetic information, religion, national origin, sex, religious creed, age, or disability.

Attachments

The attachments to this RFQ are made a part of this RFQ as if copied herein in words and figures and include:

- Attachment A – SOQ Cover Sheet
- Attachment B – Sealed Pricing Offer
- Attachment C – Contract Clauses
- Attachment D – Clauses Required by MDEQ Sub-Grant No. 15-00082
- Attachment E – MDEQ Request to Subcontract
- Attachment F – Site Data Sheets for:
  Wolf River Coastal Preserve Bells Ferry Tract

Hancock County Marshes Coastal Preserves – Wachovia Tract
Hancock County Marshes Coastal Preserve – Ladner Tract
Hancock County Marshes Coastal Preserve – Beckendorf Tract
Bayou LaCroix Preserve – Admiral Isle Tract
Wolf River Coastal Preserve – De'Lisle Tract
Deer Island Coastal Preserve
Pascagoula River Coastal Preserve – Indian Point Tract

- Attachment G - An example of an existing burn plan

ATTACHMENT A

SOQ Cover Sheet

Please complete and sign this sheet to include with your SOQ. You may use supplemental pages, if necessary.

Vendor's Name:

_____

Address/Principal Place of Business:

_____

Phone Number: _____

Fax Number: _____

Vendor's Email: _____

If business or firm, Contact Person, Phone Number, and Email:

_____

This is to certify that the respondent submitting this SOQ has been in business

since _____ (date).

Prior Project of Comparable Scope and Complexity:

Please list **a minimum of one prior project** of comparable scope and complexity. You must list at least one prior project, but may list more. For **each** project give the date and a description (scope) of the project, location, time frame for completion of the project, reference person (customer) with current contact information (telephone and email). You may use supplemental sheets to discuss the scope of the prior projects and to list additional projects. You must provide **current contact information** for the reference person(s), as MDMR **must be able to contact** the reference(s) as soon as possible.

Project:

a. Date Completed: _____

b. Description of Scope:_____

c. Location:_____

d. Timeframe for Completion:_____

e. Reference Name (customer):_____
   i. Telephone:_____
   ii. Email:_____
   iii. Job Title: _____

References:

In addition to the reference (customer) listed above, please list at least two additional professional references familiar with the vendor's abilities in the areas involved with this solicitation.

a. Reference Name:_____
   i. Telephone:_____
   ii. Email:_____
   iii. Job Title: _____
   iv. Professional Relationship: _____

b. Reference Name: _____
   i. Telephone: _____
   ii. Email: _____
   iii. Job Title: _____
   iv. Professional Relationship: _____

Please provide current contact information as MDMR must be able to contact these references immediately following the SOQ opening. You may provide more than two references, however, MDMR will only contact two of the references listed. MDMR will call two references from this list as well as the reference (customer) listed above under Prior Project of Comparable Scope and Complexity.

Resumes:

Please attach a resume for each person who will be assigned to provide the required services listing the education, abilities, qualifications and experience of each person.

Certificate of Good Standing:

If respondent is a domestic business entity, other than a sole-proprietorship, please attach a Certificate of Good Standing from the Mississippi Secretary of State. All foreign business entities, other than sole-proprietorships, may be required to register with the Mississippi Secretary of State prior to a contract being executed.

Example of Authored Plan:

Please attach a copy of one example of an authored plan for programs of similar size and complexity to demonstrate technical capability.

By signing below, you certify the following:

1. **Contingent Fees.** Have you promised compensation to any person to solicit or secure this state Contractor contract?
   - ☐ Yes
   - ☐ No

   If you checked yes, please explain:

   _____

   _____

2. **Gratuities.** You represent that you have not violated, are not violating, and promise not to violate the prohibition against gratuities set forth in Section 6-204 of the *Mississippi Personal Service Contract Review Board Rules and Regulations* which may be found at http://www.mspb.ms.gov.

3. **Amendments.** You acknowledge all amendments, if any, to this RFQ. Please list amendments acknowledged by number and date.

   _____

   _____

4. That you have thoroughly read and understand the RFQ and Attachments, and that you agree to all provisions of the RFQ and Attachments including, but not limited to the clauses contained in Attachments D and E which will be included in any contract resulting from this RFQ.

Please accept this as my/our Statement of Qualifications pursuant to RFx No. *3140000650/Smart No. 1450-16-R-RFQI-00012 issued by the MDMR on June 22, 2016.

SIGNED BY: _____

TITLE: _____

DATE: _____

ATTACHMENT B

Sealed Pricing Offer

Please complete and sign this sheet and submit in a sealed envelope (separate from your sealed Statement of Qualifications).

My flat rate price for completion of the scope of work and deliverables contained in MDMR's Request for Qualifications, Prescribed Burn Plan and Updates, RFx No. 3140000650, Smart No. 1450-16-R-RFQI-00012 is $_____.

By signing below, you certify the following:

1. That you have thoroughly read and understand the RFQ and Attachments, and that you agree to all provisions of the RFQ and Attachments including, but not limited to the clauses contained in Attachments D and E which will be included in any contract resulting from this RFQ;
2. If signing on behalf of a company, that you have authority to bind the company;
3. That you will perform the services and provide the deliverables required at the flat rate price quoted above;
4. That, to the best of your knowledge and belief, the flat rate price quoted is based upon cost or pricing data which is accurate, complete, and current as of the submission date;
5. That you and/or your company are not currently debarred from contracting with the state, any political subdivision of the state, any other state, the federal government, or any political subdivision of the federal government; and,
6. That you have not communicated with any other vendor or competitor regarding your pricing offer, or the factors you used to calculate the flat rate price.

Please accept this as my/our Sealed Pricing Offer pursuant to RFx No. *3140000650/Smart No. 1450-16-R-RFQI-00012 issued by the MDMR on June 22, 2016.

SIGNED BY: _____

TITLE: _____

DATE: _____

ATTACHMENT C

Any contract entered into pursuant to this Request for Qualifications will contain the following clauses, and may contain other clauses. Any reference to "he", "his" or "himself" also includes "she", "her" or "herself".

Availability of Funds

It is expressly understood and agreed that the obligation of the MDMR to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDMR, the MDMR shall have the right upon ten (10) working days' notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDMR of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Compliance with Laws

Contractor understand that the MDMR 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, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in his employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Certifications

Representation Regarding Gratuities. The Contractor represents that he has not violated, is not violating, and promises that he will not violate the prohibition against

gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

Representation Regarding Contingent Fees. The Contractor represents that he has not retained a person to solicit or secure a State contract, including this State contract, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

Environment. The Contractor must comply with all standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

Lobbying. The Contractor certifies that he has not, and will not, use Federal appropriated funds to pay any person or organization to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Independent Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. This clause must be included in any sub-contracts or sub-grants made by the Independent Contractor.

The Contractor warrants:

a) That entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind;
b) Notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect his ability to perform its obligations under this contract; and,
c) That he is qualified to perform the scope of services of this contract and is authorized to do business in the State of Mississippi to the extent required by Mississippi law.

Confidentiality

The Contractor must not, either during the service prior or at any time thereafter, directly or indirectly, use or disclose to any person any confidential information provided; however, that nothing in this section precludes the Contractor from disclosing or using Confidential Information if:

A. The Confidential Information is available to the public or in the public domain at the time of such disclosure or use;

B. Disclosure of the Confidential Information is required to be made by any law, regulation, governmental authority or court; or,
C. The Confidential Information was received by the Contractor after termination of the service period from a third party that had a lawful right to disclose it to the Contractor.

Contractor must not disclose or discuss the contents of any personnel file except to MDMR personnel that are authorized to receive and review such information.

Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq*. (1972, as amended) and Miss. Code Ann. § 79-23-1 (a972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. §§ 27-104-151 *et seq*. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required to be kept confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted. In the event the MDMR receives a public records request for documents containing information identified by the Contractor as trade secrets or proprietary information, the MDMR will notify the Contractor who will be given a reasonable time to obtain a court order protecting the information. *See* Mississippi Code Annotated § 25-61-9(1).

Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

Severability

Each provision of this contract must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Contract will remain in full effect.

Changes

This contract shall not be modified, altered, or changed except by the mutual agreement by an authorized representative of each party to this contract and must be confirmed in writing through the MDMR.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this agreement. All modifications to this contract must be made in writing by the MDMR.

Applicable Law

This contract shall be governed by and construed in accordance with laws of the State of Mississippi, excluding its conflicts laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state and local laws and regulations.

Procurement Regulations

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 Capitol Street, Jackson, Mississippi, for inspection, or downloadable at www.mspb.ms.gov.

Acknowledgement

The Contractor acknowledges that he:

A. Has had sufficient time to review and consider the contract thoroughly;
B. Has read and understands the terms and scope of this contract and his obligations hereunder; and,
C. Has been given an opportunity to obtain independent legal advice, or such other advice as he may desire concerning the interpretation and effect of this contract.

Paymode

Payments by state agencies using the Statewide accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its

sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Contract. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The MDMR agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the MDMR within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

E-Verification

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. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program. Contractor agrees to maintain records of each such compliance and, upon request of the MDMR, to provide a copy of each such verification to the MDMR.

Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this contract and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or government entity for the right to do business in Mississippi for up to one (1) year; or, (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the MDMR due to contract cancellation or loss of license or permit.

Stop Work Order

Order to Stop Work

The MDMR, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all work or any part of the work called for by

this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause.

Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MDMR shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this contract.

Cancellation or Expiration of the Order

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor's price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,

(b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the MDMR decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

Termination of Stopped Work

If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

Termination for Convenience Clause

(1) *Termination.* The Agency Head or designee may, when the interest of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to

Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default Clause

(1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designed may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier.)

(5) *Erroneous Termination for Default.* If after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Termination Upon Bankruptcy

This contract may be terminated in whole or in part by the MDMR upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

ADDITIONAL TERMS AND CLAUSES

Attorneys' Fees and Expenses

Subject to other terms and conditions of this agreement, in the event the Contractor defaults in any obligations under this agreement, the Contractor shall pay to the MDMR all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the MDMR in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the MDMR be obligated to pay any attorneys' fees or costs of legal action to the Contractor.

Authority to Contract

The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceeding or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.

Indemnification

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless**,** protect, and exonerate the MDMR, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorney's fees arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the State; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDMR shall be entitled to participate in said defense. The Contractor

shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonable withhold.

Personnel

MDMR shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work under the contract by the Contractor. If the MDMR reasonably rejects staff or subcontractor, the Contractor must provide replacement staff or subcontractors satisfactory to the MDMR in a timely manner and at no additional cost to the MDMR. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

Change in Scope of Work

The MDMR may order changes in the work under the contract consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDMR and the Contractor and approved by the PSCRB, if necessary.

Failure to Enforce

Failure by the MDMR at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDMR to enforce any provision at any time in accordance with its terms.

Independent Contractor Status

The Contractor shall, at all times, be regarded as an independent contractor and shall at no time act as an agent for the MDMR. Nothing contained herein shall be deemed or construed by the MDMR, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MDMR and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDMR or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the MDMR and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDMR. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of the MDMR; and the MDMR shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. MDMR shall not

withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the MDMR shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State to its employees.

Notices

All notices required or permitted to be given under this agreement must be is writing and personally delivered or sent by Certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: name, title, address

For the MDMR: Erin Gallagher, Procurement Director

Mississippi Department of Marine Resources

1141 Bayview Avenue

Biloxi MS 39530

Record Retention and Access to Records

Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the MDMR or any duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the Contract for the purpose of making audits, examination, excerpts, and transcriptions. All records related to this Contract shall be retained by the Contractor for five (5) years after final payment is made under this Contract and all pending matters are closed. However, if any audit, litigation or other action arising out of or related in any way to this Contract is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the MDMR, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the

MDMR. The rights of MDMR are in addition and without prejudice to any other right the MDMR may have to claim the amount of any loss or damage suffered by the MDMR on account of the acts or omissions of the Contractor.

Third Party Action Notification

Contractor shall give the MDMR prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Contract.

Unsatisfactory Work

If at any time during the contract term, the service performed or work done by the Contractor is considered by the MDMR to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by the MDMR, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the MDMR shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

Waiver

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by the contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

Attachment D

Clauses Required by MDEQ Sub-Grant No. 15-00082

All references to SUB-GRANTEE are to the Mississippi Department of Marine Resources.

1. The Contracted Party agrees to allow the SUB-GRANTEE, Departments and Agencies of the State of Mississippi, and any of their duly authorized representatives' access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the Project for the purpose of making audits, examinations, excerpts, and transcriptions.

2. The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the SUB-GRANTEE.

   All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

   No person who is serving sentence in a penal or correctional institution shall be employed on Work under this Agreement.

3. The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described Project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

4. Salaries of personnel performing Work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740;

63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contracted Party shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering Work under this Agreement to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

5. The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The Contracted Party will comply with Miss. Code Ann. Section 21-39-1, (1972), which prohibits municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

   The Contracted Party will also be aware of and avoid any violation of Miss. Code Ann. Section 97-11-19 (Supp. 1982), which prescribes a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the term he was a member and for one year thereafter.

6. Both parties agree to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project or projects to which this grant relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

7. It is the duty of the SUB-GRANTEE and Contracted Party to insure the construction of the Project, including the letting of contracts in connection therewith, shall comply with all applicable laws and regulations and requirements of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, or any local government or political subdivision to the extent that such requirements do not conflict with Federal laws

and regulations and any regulations or policies established by the Commission on Environmental Quality.

8. To the extent allowed by State Law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

9. The SUB-GRANTEE and Contracted Party acknowledge and agree that MDEQ is not a party, in any manner whatsoever, to any contract between the SUB-GRANTEE and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), subcontractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUB-GRANTEE and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUB-GRANTEE or Contracted Parties arising from, or associated with this Agreement is strictly incidental and all such vendors are not, and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUB-GRANTEE.

10. Upon execution of any contract between the SUB-GRANTEE and any other party in regard to this project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract.

11. The SUB-GRANTEE shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUB-GRANTEE and any other party.

12. The SUB-GRANTEE and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

13. MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUB-GRANTEE and any other party.

14. The SUB-GRANTEE and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUB~GRANTEE and the Contracted Party or any other parties.

Attachment E

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
REQUEST TO SUBCONTRACT

MDEQ Agreement Number 15-00082

In accordance with Article 15, Anti-Assignment/Subcontracting, of the above-referenced Agreement, Mississippi Department of Marine Resources requests approval to subcontract the following portion or duties under the Agreement to _____ ("SUBCONTRACTOR"):

Define task(s)/work to be subcontracted:
Allow MDMR personnel on boat during charter trips targeting reef fish species in Mississippi Coastal Waters and Adjacent Federal Waters to observe fish caught and collect data.

Subcontractor FEIN/Tax ID: _____

SUB-GRANTEE

Mississippi Department of Marine Resources

_____

Authorized Signature of SUB-GRANTEE

Jamie M. Miller, Executive Director

_____
Printed Name/Title

Subcontractor:

_____

_____

Authorized Signature of Subcontractor

_____
Printed Name/Title

Approved By:

_____
Mississippi Department of Environmental Quality
Gary C. Rikard
Executive Director

Debarment List _____ _____
Initial **Date**

For Contracts Office Use Only

ATTACHMENT F

Mississippi Department of Marine Resources - Coastal Preserves Program
Prescribed Fire - Site Datasheet

Wolf River Coastal Preserve Bells Ferry Tract

Site No: 13	**Site Name:** Wolf River Coastal Preserve Bells Ferry Tract	
County: Harrison	Lat: 30.3895660	Long: 89.225999
Total Area: 104 acres. Prescribed burning to be conducted only on suitable habitat.		
Access Info: Road access, parking area, hiking trail.		
Known Invasives: Chinese tallow (*Triadeca sebifera*), cogongrass (*Imperata cylindrica*), mimosa (*Albisia julibrisson*), camphor tree (*Cinnamomum camphor*), pampas grass (*Cortaderia selloania*), Chinese privet (*Ligustrum sinense*), Japanese honeysuckle (*Lonicera japonica*), Japanese climbing fern (*Lygodium japonicum*), torpedo grass (*Panicum repens*), Cherokee rose (*Rosa laevigata*), common salvinia (*Salvinia minima*), rattlebox (*Sesbania punicea*), wisteria (*Wisteria sinensis*).		
Site Description: The majority of the site is a riverine forest complex with varying subcommunities based on the moisture gradient. Along the southeast and southwest corners of the site are some freshwater emergent areas.		
T&E Species Considerations: Unknown		
Fire History: Site does not have existing prescribed burn plan. Fire history unknown.		

Mississippi Department of Marine Resources - Coastal Preserves Program
Prescribed Fire - Site Datasheet

Site No: 1	**Site Name:** Hancock County Marsh Preserves - Wachovia	
County: Hancock	Lat: 30.2925441	Long: 89.6260791

Total Area: 1,203 acres. Burns only to be conducted on suitable habitat.

Access Info: Boat access via Pearl River. Unpaved launch at Logtown (<.1 mile). Paved launch at Pearlington (about six miles downstream). Land access via un-named road and trail at Infinity Science Center.

Known Invasives: Chinese tallow (*Triadeca sebifera*), cogongrass (*Imperata cylindrical*), Cherokee rose (*Rosa laevigata*), alligator weed (*Alternanthera philoxeroides*), torpedo grass (*Panicum repens*), waterhyacinth (*Eichhornia crassipes*), common duckweed (*Lemna minor*), Chinese privet (*Ligustrum sinense*), Japanese honeysuckle (*Lonicera japonica*), Japanese climbing fern (*Lygodium japonicum*), common reed (*Phragmites australis*), rattlebox (*Sesbania punicea*), tung tree (*Vernicia fordii*), Japanese wisteria (*Wisteria floribunda*) and feral hog (*Sus scrofa*).

Site Description: This site is located on a west-to-east gradient from the Pearl River across to inland pine forests. Habitats include water (tidal creeks), marsh, swamp, mixed riverine forest, mixed bottomland forest and pine forest (mostly plantation).

T&E Species Considerations: Unknown

Fire History: Has existing burn plan. No prescribed fire activity conducted in the last five years.

Mississippi Department of Marine Resources - Coastal Preserves Program
Prescribed Fire - Site Datasheet

Site No: 5	**Site Name:** Hancock County Marshes Coastal Preserve – Ladner Tract	
County: Hancock	Lat: 30.2206675	Long: 89.8421592
Total Area: 331 acres. Burns only to be conducted on suitable habitat.		
Access Info: Paved road access via Ansley Road and Gulf Ave. Varied terrain. Use of small ATV might be possible in upland areas. Dense vegetation in wooded area North of Ansley Road, foot access difficult. Many fallen trees in area South of Gulf Ave.		
Invasive Species Present: Chinese tallow (*Triadeca sebifera*), Torpedo grass (*Panicum* repens), Common reed (*Phragmites australis*), Japanese climbing fern (*Lygodium japonicum*), Japanese honeysuckle (*Lonicera japonica*) and feral hogs (*Sus scrofa*).		
Habitat Types: Chenier forest, pine-dominated forest, scrub/shrub community and a high marsh community.		
T&E Species Considerations: Unknown		
Fire History: Has existing burn plan. First prescribed burn in 2007. Wildfire North of road in 2011. No prescribed fire activity conducted in last five years		

Mississippi Department of Marine Resources - Coastal Preserves Program
Prescribed Fire - Site Datasheet

Site No: 6	**Site Name:** Hancock County Marsh Coastal Preserve Beckendorf Tract	
County: Hancock	Lat: 30.2330777	Long: 89.4494194
Total Area: 659 acres. Prescribed fire only to be used on suitable habitat types.		
Access Info: Boat access via Bryan Bayou, 1.6 miles from Bayou Caddy Boat Launch. Trail largely overgrown. Foot access difficult in many places. Some wet/muddy areas. Possibility of land access on Western end near tracks pending permission from landowner and railroad.		
Known Invasives: Chinese Tallow (*Triadeca sebifera*), cogon grass (*Imperata cylindrica*), Chinese privet (*Ligustrum sinense*), Japanese honeysuckle (*Lonicera japonica*), Japanese climbing fern (*Lygodium japonicum*), torpedo grass (*Panicum repens*), common reed (*Phragmites australis*), St. Augustine grass (*Stenotaphrum secundatum*) and feral hogs (*Sus scrofa*),		
Site Description: Site contains four habitat types: chenier forest, pine forest, scrub/shrub community, and high marsh community.		
T&E Species Considerations: Unknown		
Fire History: Existing burn plan. No previous prescribed burns. No unintentional fires in last five years.		

Mississippi Department of Marine Resources - Coastal Preserves Program
Prescribed Fire - Site Datasheet

Site No: 10	**Site Name:** Bayou LaCroix Preserve Admiral Isle Tract	
County: Hancock	Lat: 30.3315264	Long: 89.4182961
Total Area: 351 acres. Prescribed burns only to be conducted on suitable habitat.		
Access Info: Paved access via Sugar Field Road. Most terrain not suitable for machinery. Foot access difficult due to dense vegetation and numerous wet holes in low areas.		
Known Invasives: Chinese Tallow (*Triadica sebifera*), pampas grass (*Cortaderia sp.*), common reed (*Phragmites australis*), torpedo grass (*Panicum* repens) and rattlebox (*Sesbania punicea*)		
Site Description: Mixed forest along the western boundary with scrub/shrub habitat and marsh.		
T&E Species Considerations: Unknown		
Fire History: Has existing burn plan. Most recent prescribed fire in 2007		

Mississippi Department of Marine Resources - Coastal Preserves Program
Prescribed Fire - Site Datasheet

Site No: 11	**Site Name:** Wolf River Coastal Preserve – De'Lisle Tract	
County: Harrison	Lat: 30.3798793	Long: 89.2772570

Total Area: 650 acres. Prescribed fire only to be used on suitable habitat types.

Access Info: Paved access via Kiln-De'Lisle road.
Trails suitable for ATV use. Foot access difficult in areas due to dense vegetation and wet soil conditions.

Known Invasives: Chinese tallow (*Triadeca sebifera*), Wild Taro (*Colocascia esculenta*), camphor tree (*Cinnamomum camphor*), Chinese privet (*Ligustrum sinense*), Japanese honeysuckle (*Lonicera japonica*), Japanese climbing fern (*Lygodium japonicum*), torpedo grass (*Panicum repens*), rattlebox (*Sesbania punicea*), wisteria (*Wisteria sinensis*), Johnson grass (*Sorghum halepense*) and feral hogs (*Sus scrofa*).

Site Description: The site grades from forest on the northern side of the site down to estuarine marsh with islands of maritime forest. Forests on the site are mostly bottomlands, with some maritime forest near the boundary with the marsh

T&E Species Considerations: Unknown

Fire History: Has existing burn plan. No prescribed fire activities in last five years.

Site No: 17	**Site Name:** Deer Island Coastal Preserve	
County: Harrison	Lat: 30.3828016	Long: 88.8645764

Total Area: 746 acres. Burns only to be conducted on suitable habitat.

Access Info: Boat access only. Nearest launch - Biloxi Small Craft Harbor (1 to 6 miles depending on destination). Trails suitable for small ATV.

Known Invasives: Chinese Tallow (*Triadica sebifera*), Cogon grass (*Imperata cylindrica*), Mimosa (*Albizia* julibrissin), Non-native Phragmities (*Phragmities australis*), Japanese climbing fern (*Lygodium japonicum*), beach vitex (*Vitex* rotundifolia), torpedo grass (*Panicum* repens), Chinese wisteria (*Wisteria* sinense), rattlebox (*Sesbania punicea*) and nutria (*Myocastor coypus*).

Site Description: Habitats on this site include high marsh, scrub, vegetated beach/dune, and maritime pine forest.

T&E Species Considerations: Bald eagle nest on site

Fire History: Has existing burn plan. Prescribed burn in 2010.

Prescribed Fire – Site Datasheet

Site No: 23	**Site Name:** Pascagoula River Coastal Preserve – Indian Point Tract	
County: Jackson	Lat: 30.4067580	Long: 88.640977

Total Area: 458 acres. Burns only to be conducted on suitable habitat.

Access Info: Paved road access via Indian Point Drive. Trails accessible by small ATV. Foot access off trails difficult in places due to dense understory vegetation.

Known Invasives: Cogongrass (*Imperata cylindrica*), Chinese Tallow Tree (*Triadica sebifera*), Chinese Privet (*Ligustrum sinense*), Japanese Privet (*Ligustrum japonicum*), Japanese Climbing Fern (*Lygodium japonicum*), Torpedograss (*Panicum repens*), Japanese honeysuckle (*Lonicera japonica*), Mimosa (*Albisia julibrissin*) and Camphor Tree (*Cinnamomum camphora*).

Site Description: The site is mostly forested, with borders grading into estuarine marsh along much of the southern perimeter and some areas of partially restored pine savanna. Residential development is present on all of the northern and some of the western and eastern boundaries. A road bisects the site, separating it into northern and southern components.

T&E Species Considerations: Unknown

Fire History: Has existing burn plan. Most recent prescribed fire activity was in 2010.

ATTACHMENT G

Example of Existing Burn Plan – Bayou LaCroix Coastal Preserve Admiral Isle Tract

Permit #:
_____

Date:
_____

PRESCRIBED BURNING PLAN

Admiral Isle Canal Rx Fire Complex

Prepared by:._____

Reviewed by:_____

Reviewed by:_____

Approved by:_____

Burn Plan Approved by:_____

(Signature of Private Landowner/Manager)

Admiral Isl Tract
118 acres within 118 acre project area

Introduction

Project Overview, Ecological system descriptions, justification for prescribed fire (desired future conditions, historical fire occurrence, hazard reduction, maintenance fire, restoration fire, etc.), and partners.

Admiral Island had extensive debris fields washed in from Bayou Lacroix during Katrina. Approximately 10 acres are covered in a mat of crushed houses, boats and other debris. Mechanized removal of these debris fields via the central road on Admiral Island will be necessary before prescribed burning takes

place. Foot reconnaissance will be necessary to gather majority of plastic and other potentially hazardous burnable materials on the remaining acreage before conducting a prescribed burn.

Chinese tallow trees heavily infested the property and mature trees were significantly damaged by Katrina. However, new seedlings are property wide and are forming virtual carpets in some areas. Treatment needs to begin this year while the other vegetation is dead. It is easy to move through and makes it much easier to distinguish growing "tallows". Treatment would be even easier if a prescribed burn can be conducted first.

Goals:

PRIMARY: 1) Reduce hazardous fuel build up resulting from hurricane Katrina (wind thrown trees). 2) Restore Fire-adapted Ecosystem.

SECONDARY (long-term): Promote restoration and eventual establishment of coastal wet pine savannas representing varied age classes with an increase in biological diversity within floral and faunal communities.

Objectives:

1) Provide for the safety of fire line personnel and the outlying community.

2) Burn coverage of 40-80% of the 118 acres identified within the 118 acre Fire Management Unit (FMU). >80% is acceptable.

3) Reduce and remove concentrated "jack pots" of downed timber and woody debris, as a result of Hurricane Katrina, by 60-80%.

Project Description:

Location: T 8 S, R 14 W, Sections 40 (NW ¼)

Acres: 118 within 118 acre project area

Aspect: Open/South (180º)

Fuels: Natural: 60 acres of marsh, i.e; *Juncus spp.*, and 58 acres forested (slash, Chinese tallow, bald cypress, fuels typical of southern rough such as gallberry and wax myrtle).

Slope: Flat to 5%

Downed Woody Fuels: (By size class)

Size Class

FM2

Dead Fuel Load 1/4" 2 T/A **Fuel Bed Depth** 1 Feet

Live Fuel Load, foliage .5 T/A **Total Fuel <3"**(dead and live) 4 T/A

FM7

Dead Fuel Load 1/4" 1.1 T/A **Fuel Bed Depth** 2.5 Feet

Live Fuel Load, foliage .4 T/A **Total Fuel <3"**(dead and live) 4.9 T/A

FM11

Dead Fuel Load 1/4" 1.5 T/A **Fuel Bed Depth** 1 Feet

Live Fuel Load, foliage 0 T/A **Total Fuel <3"**(dead and live) 11.5 T/A

Unit Description and fuels:

North control/holding line is Bayou LaCroix (approximately 400' wide) bordered with heavy marsh grasses. Numerous mosquito ditches had been establish from south to north that along the control line. Within the NE portion of the fire management unit is an inholding with structures that were destroyed by Hurricane Katrina.

East control/holding line is a narrow water canal navigational by watercraft. SE portion the preserve's boundary is adjacent to a culdesac access road.

South control/holding line is a road with a mixture of upland grasses and marsh grasses bordering.

West control/holding line from SW to NW is Lewis Lane transitioning into an access channel.Two access roads through the middle of the FMU are Sugar Field Road on the west and Sugar Field Street on the east. Upland forested portion is located in the central part of the FMU.

Adjacent Fuels and Special Precaution areas: (*Refer to attached map For the following*) The matrix of fuels (**primarily *fuel model 2,7 &11***) outside the unit to the:

West: Bayou Lacroix majority of west side, with matrix of marsh grasses immediately adjacent graduating to Hwy 603. SW portion of unit is bordered by structures with small pockets of vegetation surrounding them, but separated from FMU by a dredged channel.

North: Bayou Lacroix borders the entire north boundary. North of bayou is marsh.

East: Large system of dredged channels amidst a high density residential development.

South: Residential development with numerous dredged channels.

*Ignition and holding operations taking place adjacent to roadways and residential structures will require extra caution to mitigate potential incidents and/or damage resulting from smoke or an escaped fire.

Fire Behavior Prescription:

Fuel Models: 2,7,11 **Time of year or season:** Winter to Summer

Prescription:

Temperature: 35 to 90 degrees

R. H: 30 to 80 percent

Wind Speed 20': 3 to 16 MPH

Wind Speed (mid): 2 to 10 MPH

Wind Direction: South E - W

(Preferred) (*Accepted)*

	Rate of Spread – ch/hr		Flame Lengths			
	Head	**Back**	**Head**	**Back**	**1hr**	**PIG**
Max Rx	**FM2** – 145 **FM7** – 78 **FM11** – 12	**FM2** – 3 **FM7** – 2 **FM11** – <1	**FM2** – 12 **FM7** – 10 **FM11** – 5	**FM2** – 2 **FM7** – 2 **FM11** – 1	6 " "	57% " "
Min Rx	**FM2** – 3 **FM7** – 4 **FM11** – 1	**FM2** – 1 **FM7** – 1 **FM11** – <1	**FM2** – 2 **FM7** - 2 **FM11** – 1	**FM2** – 1 **FM7** – 1 **FM11** – 1	12 " "	17 " "

- Based on conversations with local wildland fire professionals and personal observation, wind adjustment factor .6 was utilized for FM's to represent large open patches created by hurricane Katrina.
- FM2, 7, and 11 spotting distance at Max Rx was .3 miles and PIG of 57%.
- Scorch height of 117' FM2
- Scorch height of 71' FM7
- Scorch height of 16' FM11

	1000 fm%	Live herb fm%	Wood fm%	KDBI	10 hr fm	100 hr fm
Max Rx	N/A	250	200	450	14	25
Min Rx	N/A	30	70	20	6	10

Smoke Management: ***refer to smoke screening map***

Sensitive area(s): Bay St Louis Distance: <4 miles ESE

-Hwy 90	- >1miles S, SE
-Kiln	- <4miles N
-Waveland	- >2miles SE
-Interstate 10	- >1miles N
-Bayside Park	- >2miles SW
-Clermont Harbor	- >3miles S
-Lakeshore	- >4miles S
-Hwy 603/43	- Adjacent W

ACTIONS TO REDUCE VISIBILITY HAZARDS: Post smoke ahead signs on Hwy 603/43 at points determined by the burn boss on the particular day based on current and expected weather predictions. Follow the below parameters:

Stagnation Index:	0 – 3 Day of burn
	0 – 1 period (24hrs) following burn (fog not predicted)
Mixing Height (ft):	>1650
Transport Winds (mph):	>8
Visibility (miles):	5 (approx)
Event of night burn:	surface winds 4 with Rh ≤80%

RESIDUAL SMOKE PROBLEMS: Leave smoke ahead signs posted on the road. Patrol surrounding main roads (I-10, Hwy 90, and Hwy 603/43) with an engine until there is no longer a problem. Burn Boss will contact sheriff and Hwy Patrol dispatch to request frequent patrol along said routes to encourage safe driving.

SMOKE MANAGEMENT CONTINGENCY PLANNING: Smoke signs will be posted along Hwy 603/43 on the day of the burn. Smoke signs may be utilized on I-10 if needed (to be determined by the burn boss day of burn). Burn personnel will monitor smoke dispersal throughout the burn and will take necessary actions in the event that possible smoke management problems develop. Smoke management

mitigation may include extensive mop-up, early shut-down of firing, burn boss contacting the local sheriff or hwy patrol to request local traffic control along affected roads.

Ignition Method:

Devices: Hand held drip torches, hand held flares, and vehicle/watercraft mounted power torches.

Firing Patterns: Striphead fire/Backing fire and flanking fire; Point Source Ignition (PSI), and Chevron ignition patterns may be employed.

Expected Fire Behavior: The ignition techniques and sequence, will be the factors in regulating fire intensities and flame lengths. Ignition will begin by burning in the blackline on the outside perimeter (downwind and flankside) of the burn unit igniting 50-200' interior. The objective following blacklining will be to create a running head fire through a combination of strip head/backing and flanking fires into and with the wind, while chevron patterns, and PSI's may be utilized during part of this ignition sequence. This ignition pattern should promote a smoke column creating a draw to the center of the particular portion of the unit being fired facilitating lift substantial enough to aid in dispersal of smoke. Fire spread will be faster within open areas with grasses and or heavy dead and downed fuel load concentration with low fuel moistures, therefore generating greater fire intensities with convective columns that will loft fire brands. The ignition crew must coordinate with each other and the burn boss to ensure crew safety (a lookout or lookouts will be posted to insure firefighter safety and containment of the fire within the established burn unit). Potential for lofted fire brands resulting in spots outside of the unit may occur and are planned for through the contingency pl

Tactics and Logistics:

Ignition Boss: As assigned the day of the burn.

Crew Size: 4-10 personnel

Ignition Equipment: **Torches, Type—** Hand held drip torches **Number—** 6 to 8

Power torches 2

Hand Held Flares 12+

Fuel, Kind -- Drip torch fuel **Amount—** 300 gal.

Radios — One/crew member

Firing Plan: ***refer to attached map***

Test Fire Phase: Once onsite fire weather observations have been taken and spot weather falls within the prescribed parameters of the burn plan, the burn boss will instruct the Ignition Specialist/Firing Boss to ignite a test fire on the down wind side of the prescribed burn unit within the interior of the holding line. Efforts will be made to ignite test fires within the main carrier fuels of the fire (grass and leaf litter). The test fire(s) will allow the crew to observe first order fire behavior (flame lengths and ROS) from back/head and flank fires; probability of ignition utilizing a fire brand or match; ROS from a spot fire; smoke lift/mixing height and dispersion; radiant heat; while also allowing the burn boss to

make the 'go' or 'no go' decision based on observations and whether onsite resources are adequate to contain the prescribed fire and/or spots from potential fire brands. Burn boss may also ignite test fires within shaded and unshaded portions of the FMU to insure objectives will be met.

1st Phase (Blacklining): Once the burn boss has given the 'go' for firing operations, blacklining will be implemented along established burn unit perimeters to improve the holding capabilities of the areas that will be protected from fire. These operations will begin on the down wind portion of the prescribed burn unit and continue along the flanking portions of the burn unit. Ignition crew will attempt to establish black, within available fuels, 50-200' interior of the holding lines as a means to insure containment of the prescribed fire. A variety of ignition techniques will be utilized during the blacklining operation. Adjustments in the ignition strips, and the speed of the ignition process will be made depending on the fire behavior, flame lengths, and weather conditions. Crews must continually monitor each other to insure strips are not ignited below one another along draws/creeks, or up wind of one another.

2nd Phase (Interior Ignition): Upon completion of the blacklining operation along the downwind portion of the burn unit and lower flanks, the burn boss and/or firing boss will begin to direct ignition techniques that will facilitate surface/torching/crown fires through burn unit interior fuels. This will be completed utilizing selected experienced firefighters with drip torches, powered (terra) torches, and/or flares. In the event firefighters are sent interior of the unit, a lookout or lookouts will be established along with communication, escape routes and safety zones identified and established. Various ignition techniques outlined in the 1st Phase of ignition will be employed to meet the ecological objectives outlined in the plan. In the event of multiple igniters within the burn unit interior, at no time should firefighters get ahead of each other or upwind, that could result in a burn-over or entrapment situation. Interior igniters will parallel ignitions with each other and perimeter/holding line ignitions to insure safety (unless current and expected fire weather and behavior deem otherwise)!

Due to the areas of concentrated fuel loading within the FMU, interior ignition may be limited to hand held flares. Burn boss/firing boss will determine day of burn.

3rd Phase (Head Fire Ignition): Once interior ignition is completed, interior firefighters/igniters have exited the unit, the burn boss and/or firing boss will instruct that a head fire be ignited along the upwind holding line to achieve desirable effects (ecological/smoke management) and complete the ignition operations.

Special Note: Identified areas of cultural significance (any human made structures) will be protected by blacklining or foaming around them prior to firing the entire unit

Holding Boss: As assigned the day of the burn.

Crew Size: 6-10 people

Holding equipment: Engines, 2

Low Ground Pressure CAFS Engine, 1

ATV 1

Hand Tools (bladder bags, pulaskis, combi tools, McCleods, fire rakes, etc), 6 to 8

Radios, 1 per engine

Boat (MSDMR)

Holding Plan: ***refer to attached map***

Holding boss will be assigned by the burn boss and will utilize two engines, one CAFS Engine, one watercraft and personnel on foot with hand tool(s) to insure fire remains contained within the burn unit. Holding personnel will serve as designated lookouts maintaining mobility along the holding lines during firing operations, with emphasis given to the down wind portion of the burn unit or areas with localized winds. Holding resources may be utilized, if needed, to establish wet lines with water or foam to base perimeter ignitions off of (or ignitions around human made structures). Holding boss may be instructed by the burn boss to dispatch one of the holding personnel to a good vantage point as a lookout to observe the column for fire brands aloft and spots outside of the unit. Minimal holding actions should be necessary unless spotting or slop-over fires occur. In the event of spots or slop-over, burn boss may temporarily cease Rx fire operations to concentrate on slop-over and spots. Firing operations will not resume until the slop-over and spot fires are out, unless burn boss deems otherwise.

Mop-up and Patrol:

Complete 100% mop-up of all spot fires and escapes fires should they occur. Perimeter mop-up to the extent appropriate, when considering the season, current and expected weather, fuel-bed characteristics and re-burn potential. Patrol and/or other forms of monitoring as needed until weather conditions eliminate the need or a declaration of out is made. These parameters will be designated by the burn boss.

Night time mop-up will be minimal, unless absolutely necessary to mitigate a potential hazard, established hazard or based on an approaching weather system that could propagate an escape fire or night time inversion producing dangerous fog conditions. All personnel on night mop-up will utilize headlamps and work in teams of at least two firefighters.

Safety Plan:

- LACES will be established and discussed with the crew prior to ignition of any kind.
- Crew members with physical ailments or who require medication will inform burn boss in private or during briefing prior to burn in the event of injury that results in loss of consciousness (allergies, diabetic, etc.).
- Adequate drinking water will be made available and readily accessible to crew.
- All engines will maintain and have available first aid kits. Crew members will know where these are located.
- Crew will identify and mitigate all known hazards prior to implementation of the prescribed fire (poor access routes, yellow jacket sites, poisonous snakes, **SNAGS**, fence, old dump sites, poison ivy, poison sumac, Katrina debris, "jack pots", areas impassable by foot, dehydration, old cisterns, old wells, open water, toxic smoke from debris, etc.).
- Potential hazards exist with occurrence of sea breezes that could lay a smoke column across drastically switch the direction of prevailing wind at a given time. MITIGATION: Burn plan prescribed a wind with a Southern component.
- Crews will exercise extreme caution within and around FMU. In the event fire enters these outside of the burn unit perimeter, natural barriers will be utilized for direct and indirect suppression (roads, waterways, open water, mowed lawns, etc.).
- All personnel will be required to wear associated PPE on the prescribed burn or have it readily available:
  -Nomex shirt and pants

  -Hard hat and neck shroud

  -Leather boots with vibram soles (extra socks are recommended due to site being extremely wet)

  -Eye and ear protection

  -Fire shelter

  -Drinking water

  -Gloves

  -Head lamp with extra batteries

  -Radio with extra batteries

  -Firing device (matches, lighter, fussees, etc.)

  -Compass

  -Appropriate clothing for all weather conditions

- In the event the Burn Boss is injured and requires medical dispatch from the operation of the prescribed fire, the Firing/Holding Boss will establish leadership of all operational aspects of the prescribed fire.

Due to the close proximity of other private and public land ownerships, adjacent landowners need to be notified at least 24 hours in advance of the planned burn day. Local law enforcement agencies, radio stations and the newspaper should also be given notification prior to ignition.

Public Notification List:

Contact	***Phone***	***When***	***Who***
Hancock Cty Sheriff Dispatch	228-467-5101	Day of	Dispatcher
MS Highway Patrol	601-582-3529	Day of	Patrol Officer
MSFC (Kiln)	228-225-4885	Day of	Administrator/Forester
Bay St Louis Fire Department	228-467-4736	Day of	FD Personnel
Bay St Louis Police Department	228-467-9221	Day of	Patrol Officer
Adjacent Landowners	Reverse 911/MSMRC to contact beginning of fire season		

Burn Crew

A pre-burn briefing led by the burn boss will go over the prescribed fire checklist to ensure that safety, firing patterns, expected fire behavior, and individual crew member responsibilities and escape routes are completely understood by everyone. All burning personnel will wear the required PPE.

All burn crew members will have toured the burn unit prior to implementing the prescribed fire. Firefighters igniting interior, firing and burn boss will discuss **LACES (Lookouts, Awareness/Attitude, Communications, Escape Routes and Safety Zones)** and identify and cover during the briefing and updated as needed throughout the burn operation prior to implementation of fire to insure everyone is on the same page. Holding crew may also be included in this discussion to insure all lines of communication are open.

**Every crew member will have a burn unit map and contingency map.*

The crew members will understand some basic definitions prior to implementation of the prescribed fire:

Spot fire: Fires that have occurred outside the designated burn unit boundary on that burn day (but still confined within the maximum allowed acreage boundary). If resources on site cannot suppress and contain the spot fire during it's initial attack (IA) by either direct or indirect attack methods, then it's status will transition to "Escaped fire".

Escaped fire: This is a fire that IA actions cannot be safely achieved with resources on site and requires a change in tactics as well as the adjustment to the ignition sequence patterns in the burn unit. The fire is still within project/ownership boundary and may require Burn Boss to request additional closest available resources, such as engines from Bay St Louis Fire Department and a dozer(s) from MS Forestry Commission. Contact will be made to alert local fire departments, fire oversight resources and or 911 at this time.

Wildfire: This is a fire that has escaped from the project area boundary/maximum allowable acreage and has moved onto other land ownerships (private, government, etc.).

Contingency Plan: ***refer to attached map***

Crew will know where additional water sources, fall back lines, access points, improved properties (structures), major roads and hazards are located prior to implementation of burn.

In the event of a spot or slop over outside of the holding line/ perimeter of the prescribed burn unit, the burn boss will instruct the crew into a holding position. The firefighter that id's the spot or slop will size it up and communicate location and fire behavior (ROS, size, fuel, flame lengths, terrain, human structures and or equipment at risk) to the burn boss. The burn boss will then delegate resources to the incident to suppress and control the spot or slop over. If available, the burn boss will designate a lookout for the suppression crew to insure safety. Suppression crew will establish an anchor point along with LACES and FROM THE BLACK, suppress the flanks and work to effectively pinch off or 'hook' the head fire with a combination of water and hand tools. During suppression of the spot or slop over, the suppression crew should utilize natural barriers to fire through exposed soil, rock, heavily grazed pasture, topography, water, roads, mowed lawns, etc..

In the event that the spot or slop over cannot be suppressed and contained, the burn boss will effectively become the Incident Commander and deem the fire an escape and contact dispatch to request additional suppression resources.

Contingency to the North: Bayou Lacroix adjacent to north line. Marsh continues north and east of Hwy 603 before it is abruptly bisected by I-10 >1.5 miles to the north. Marsh is then bisected by Jourdan River to the east.

Access/Cut-off points: Water craft can access the south end (Bayou Lacroix) and east end, Jourdan River. Some minimum maintenance roads branch off of Hwy 603 to the east. Length of Hwy 603 from FMU heading north to I-10 and I-10 east to Jourdan River Bridge.

Topography: Flat with very small gradual rises in elevation. Channels through marsh and along river edges could generate localized wind swirling, channeling (higher velocity) and eddying.

***Contingency to the East*:** STRUCTURES WILL NEED TO BE PROTECTED! Fuels east are similar to those found within the FMU with residential and commercial structures interfaced. However, a herring bone system of navigational canals with open water between and around structures exists.

Access/Cut-off points: To the NE, Sugar Field Street ends in a culdesac prior to reaching Bayou Lacroix and canals. Accessing LARGE system of canal development and numerous culdesacs heading west on Sugar Field Street then south on Hwy 603 to roads accessing to the east:

- First access road south: Lagan Street
- Second access road south: Central Avenue
- Third access road south heading north: B Avenue
- Fourth access road south heading north: 1st Avenue

Topography: Flat with very small gradual rises in elevation. Channels through marsh and along river edges could generate localized wind swirling, channeling (higher velocity) and eddying.

Contingency to the South: New development with large dredged canals and no houses. Hwy 603. South of Hwy 603 is a very high density residential development with a system of canals prior to reaching Hwy 90.

Access/Cut-off points: Sugar Field Street west to Hwy 603, then head south. And hit access roads heading west. Numerous roads herring bone through the development.

Topography: Flat with very small gradual rises in elevation. Standing vegetation will have the greatest impact on localized winds effecting fire behavior.

Contingency to the West: STRUCTURES WILL NEED TO BE PROTECTED! Adjacent to the SW of the FMU is some structures that will need protective measures taken in the event of an escape to the west. Hwy 603 is a major roadway that should not be smoked out. West of Hwy 603 is an extensive marsh bisected by Bayou Lacroix and numerous other streams/bayous. To the SW of Hwy 603 is a higher density residential development with numerous navigational channels.

Access/Cut-off points: Heading north of FMU along Hwy 603, Bayou Lacroix Rd can be accessed and will head west for a fall back road in the event of an escape. Heading south of FMU are numerous roads that can be accessed heading west. Situational awareness should be at an elevated level regarding access due to numerous culdesacs and dead end roads.

- First access directly across Hwy 603: Ranier Street
- Second access to the south heading west: Irazu Street
- Numerous other accesses continue south

Topography: Flat with very small gradual rises in elevation. Standing vegetation will have the greatest impact on localized winds effecting fire behavior.

PRESCRIBED FIRE CHECK LIST

CHAIN OF COMMAND **OBJECTIVES**

COMMUNICATIONS **FIRING/HOLDING**

ESCAPED FIRE PLAN **WEATHER FORECAST**

SAFETY PLAN **PUBLIC SAFETY**

JHA **KNOWN HAZARDS/LCES** **MEDICAL PLAN** **OTHER**

SPECIAL FEATURES **SENSITIVE AREAS**

OTHER CONCIDERATIONS AND NOTES ON BREIFING

Signed_____ Date_____

Communications Plan

RADIO INFORMATION

Channel	Description	Function	Frequency
1	Fire Trax	TAC 1	151.505
2	MSDMR		
3	MSDMR Enforcement		
4	MSDMR Air to Ground		
5	MSFC		
6	MSFC Air to Ground		

Phone Information

	Phone	Cell
MSFC Dispatch		
MSDMR General #	228-374-5000	

Medical Plan

EMT Location Equipment

Identify all on-site medical personnel.

Transport(identify ground transport and “Life Flights”)

GPS 30º19.89’N DATUM – NAD83/WGS84
89º25.22’W

Name	Address	Phone	Paramedics Yes	NO
Baptist Life-flight, Mobile	Mobile (Jackson, Harrison, Hancock, and G Counties)	1-800-874-1555 (Dispatch) 911	X	
Rescue 7	Hattiesburg (Forrest, Greene, Lamar Pearl Perry, Stone counties	1-601-264-5211 (Dispatch) 911	X	
AMR Coastal Counties		911	X	
AAA Ambulance Services		911	X	

Name	Address	Phone	Helipad Yes	NO	Burn Center Yes	NO
Singing River Hospital	2809 Denny Ave Pascagoula N30*22.4721 W88*31.9556	1-228-809-5000	X			X
Memorial Hospital	4500 13th Street Gulfport N30*22.0093 W89*06.9200	1-228-575-2020	X			X
USA Medical/Burn Center	2451 Fillingin Street Mobile, AL N30*42.4909 W88*05.9636	1-251-471-7520	X		X	
Crosby Memorial	801 Goodyear BLVD, Picayune N30*31.8089 W89*41.2456	1-601-749-3118	X			X
Baton Rouge General Medical Center	3600 Florida BLVD Baton Rouge, LA	1-225-387-7000	X		X	

Go Check List

(A) Has the burn unit experienced unusual drought conditions or above normal fuel loadings which were not considered in the prescription development? If NO go to item 1, if YES go to item B.

YES NO

(B) If YES, have appropriate changes been made to the ignition, holding, mop-up and patrol plans? If YES go to item 1. If **NO ----------STOP THE PROJECT**

A NO RESPONSE TO ANY ITEM BELOW MEANS STOP

1. Are all fire prescriptions specifications met? YES NO
2. Is all smoke management prescriptions met? YES NO
3. Has an area spot weather forecast been obtained? YES NO
4. Is the spot weather forecast favorable? YES NO
5. Are all personnel required in the plan on site? YES NO
6. Is all equipment required in the plan on site and functional YES NO
7. Have all personnel been briefed on the project and their assignments? YES NO
8. Have all of the pre-burn preparations been completed? YES NO
9. Have all of the personnel been briefed on escape routes and safety zones? YES NO
10. Have all of the required notifications been made? YES NO
11. Are all of the on-site resources adequate for containment under the expected conditions? YES NO
12. In your opinion, can the burn be carried out according to plan and will it meet the planned objectives? YES NO
13. Is the Aerial Safety plan in place? (Only if aircraft is used) YES NO

If ALL of the above questions were answered "YES", proceed with the test fire.

Document the conditions, location, and results.

Concurrence_____ Signed: _____

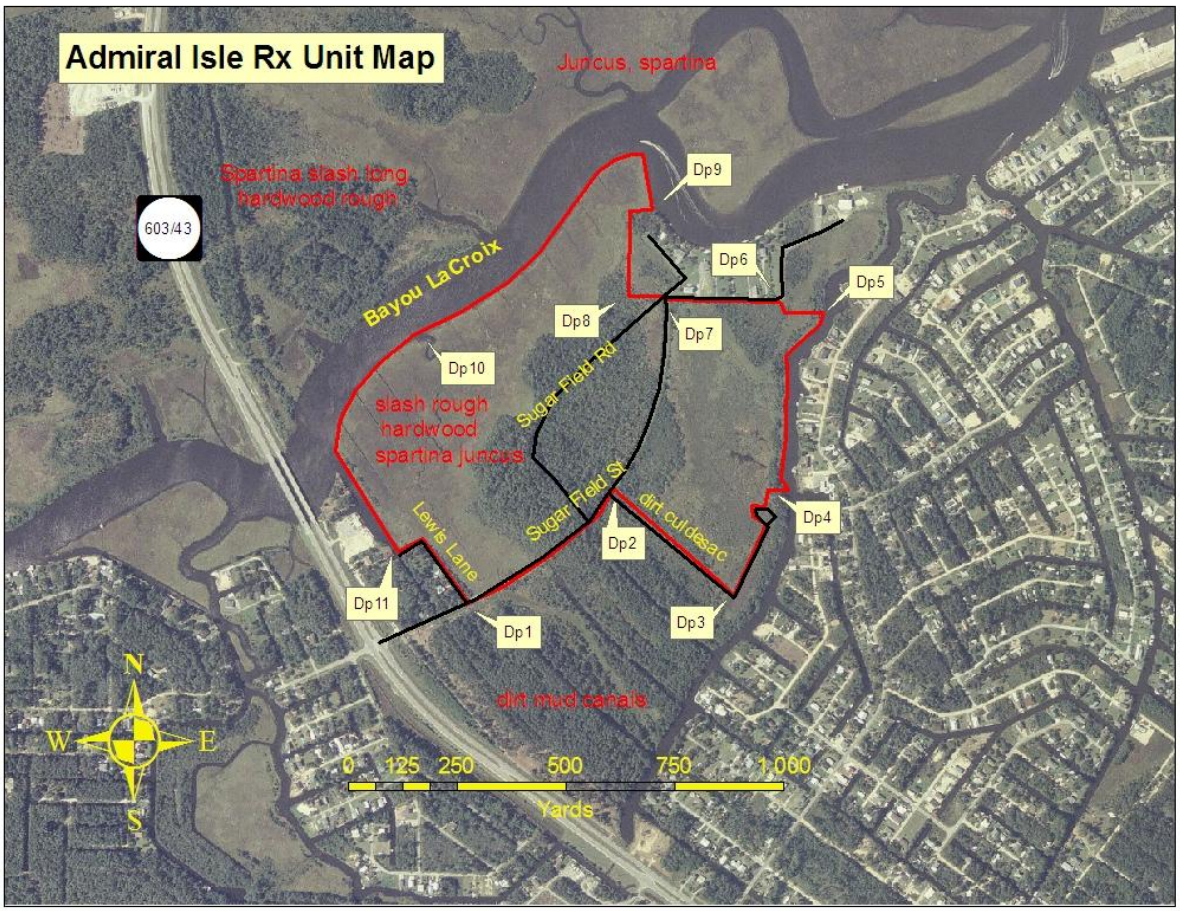
Prescribed Fire Ignition Specialist Prescribed Fire Burn Boss

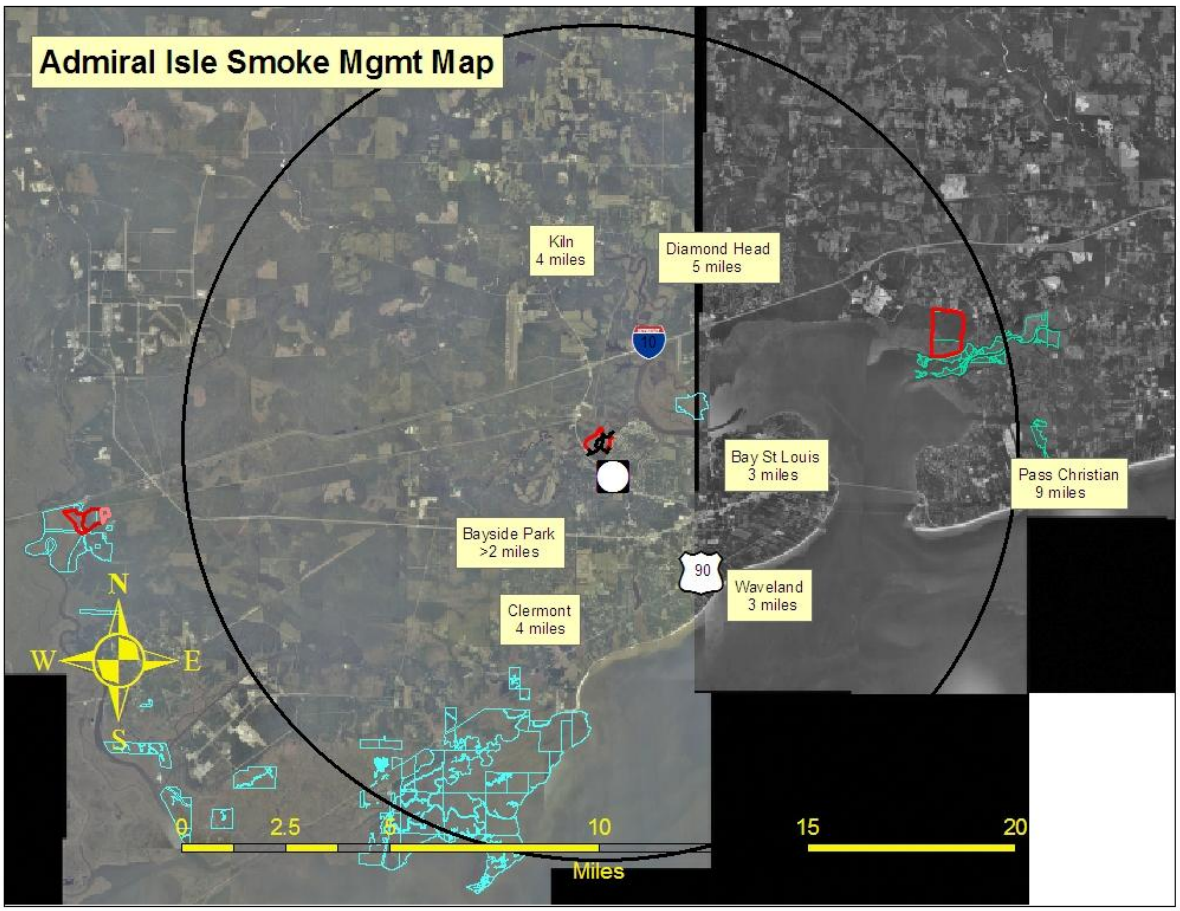
Concurrence_____ Date: _____

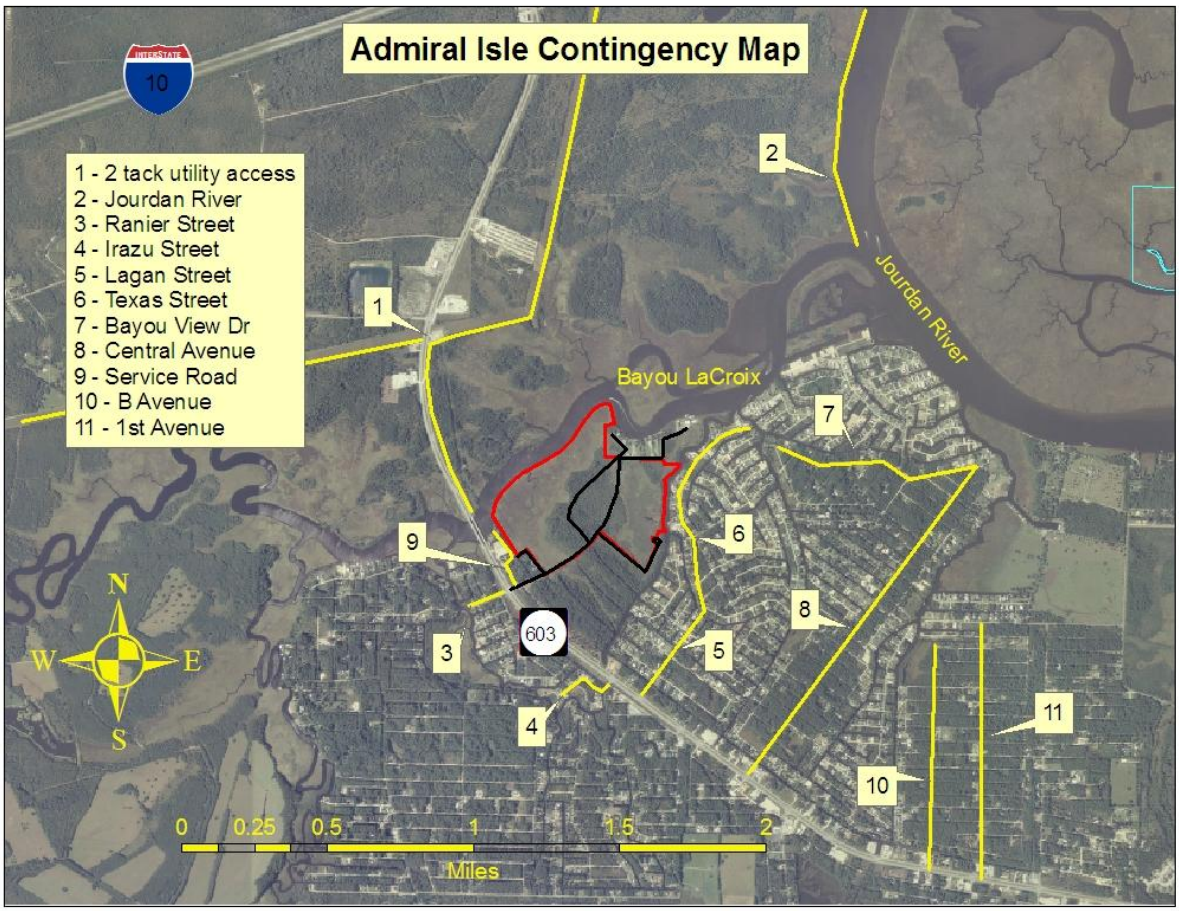
Prescribed Fire Holding Boss

Concurrence_____

Land Management Field Manager


Admiral Isle Rx Unit Map
Juncus, spartina
Spartina slash long hardwood rough
603/43
Bayou LaCroix
Dp9
Dp6
Dp5
Dp8
Dp7
Dp10
Sugar Field Rd
slash rough hardwood spartina juncus
Sugar Field St
dirt culdesac
Dp4
Lewis Lane
Dp2
Dp11
Dp1
Dp3
dirt mud canals
N
W
E
S
0 125 250 500 750 1,000
Yards


Admiral Isle Smoke Mgmt Map
Kiln
4 miles
Diamond Head
5 miles
10
Bay St Louis
3 miles
Pass Christian
9 miles
Bayside Park
>2 miles
90
Waveland
3 miles
Clermont
4 miles
N
W
E
S
0
2.5
5
10
15
20
Miles


Admiral Isle Contingency Map
10
1 - 2 tack utility access
2 - Jourdan River
3 - Ranier Street
4 - Irazu Street
5 - Lagan Street
6 - Texas Street
7 - Bayou View Dr
8 - Central Avenue
9 - Service Road
10 - B Avenue
11 - 1st Avenue
Jourdan River
Bayou LaCroix
603
N
W
E
S
0 0.25 0.5 1 1.5 2
Miles