

Minutes of June 16, 2020
Mayor and Board of Aldermen

MUNICIPAL DOCKET
REGULAR MEETING OF JUNE 16, 2020
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
 - 1. Ms. Lou Ann Smith's 105th Birthday
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. June 2, 2020 – Regular
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. June 11, 2020 - Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 061620
- IX. UNFINISHED BUSINESS
- X. NEW BUSINESS
 - 1. Special Event App & Request to Waive Fees – 1st Annual Heritage Rose Fest.
 - 2. Special Event App – Jeepin The Coast (Approve Date Change)
 - 3. Memorandum of Agreement – Mississippi Main Street
 - 4. Contract – RJ Young; Copy Machines for City Hall Offices (5)
 - 5. Grant Application – NRCS; Long Beach Watershed Detention/Retention Project
 - 6. Ratify Emergency Proclamation – Tropical Storm Cristobal
 - 7. MOU – Donation of Alexander/Griffin Property
- XI. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Police Department – Step Increase (3); FTO Pay (3)
 - b. Municipal Court – Step Increase (1)
 - 3. CITY CLERK
 - a. Revenue/Expense Report May 2020
 - b. Budget Schedule Fiscal Year 2021
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - 6. ENGINEERING
 - a. Contract – Twin L Construction; Harbormaster Building Repairs (Hur. Nate)
 - b. Grant Applications – GoMESA
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. DERELICT PROPERTIES
- XII. REPORT FROM CITY ATTORNEY
- XIII. ADJOURN (OR) RECESS

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in June, 2020, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Kelly Griffin, Timothy McCaffrey, Jr., Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

Absent the meeting was Alderman Mark E. Lishen.

There being a quorum present sufficient to transact the business of the City, the following proceedings were had and done.

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The Mayor and Board recognized Ms. Lou Ann Smith for her upcoming 105th birthday on June 19, 2020 and wished her a very happy birthday.

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to approve the Regular minutes of the Mayor and Board of Aldermen dated June 2, 2020, as submitted.

Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated June 11, 2020, as submitted.

Alderman Griffin made motion seconded by Alderman McCaffrey and unanimously carried to approve the payment of invoices listed in Docket 061620.

Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to approve the following Special Event Application from the Gulf Coast Heritage Rose Society for the 1st Annual Heritage Rose Festival, and waive any applicable fees:

**Minutes of June 16, 2020
Mayor and Board of Aldermen**



Gulf Coast Heritage Rose Society

PO Box 245

Long Beach, MS 39560

May 17, 2020

To the City of Long Beach Board of Aldermen

We are the Gulf Coast Heritage Rose Society, a 501(c)(3) organization. The mission of our Society is the preservation, education, and cultivation of heritage, or antique, roses. To that end we would like to hold our 1st Annual Heritage Rose Festival in the city of Long Beach at the Town Green on September 19th.

The festival will be free and open to the public from 9am until 4pm. Our focus at this festival will be to educate the public on the characteristics, history, and cultivation of these old roses that were a standard in southern gardens for the last 200 plus years. It is our hope that interest in our festival will result in the cultivation of heritage roses in private gardens with an eye to possibly creating another public rose garden along the Mississippi Gulf Coast. Beauvoir currently has the only public heritage rose garden on the coast. It is our goal to have a few more; not for competition, but for the passion of the plants.

We plan to have predominantly garden themed, horticultural vendors at our festival for the public to learn and buy from. We will have a concession vendor and music, as well. Some familiar crafts from along the coast will be welcomed, too. Gardening lectures are planned throughout the day and we will be soliciting garden clubs and Master Gardeners to disseminate their knowledge in some of these lectures.

If our festival is successful, we plan to make it an annual event and grow larger as interest in our Society grows. Since this is our first festival, and we are a relatively new non profit, we are respectfully asking the Board of Aldermen to waive the fees customarily charged to use the Town Green for events. We understand that we must furnish insurance to cover ourselves and the city for this event. Thanks in advance for your consideration.


Carla Harbin

President, Gulf Coast Heritage Rose Society.

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Mayor and Board of Aldermen

September 19, 2020
Saturday
Heritage Rose Festival
9:00 am - 5:00 pm
Town Green
(Stage, Bleacher
Tables
Gazebos)

CITY OF LONG BEACH
SPECIAL EVENT APPLICATION

City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 5/18/20 Time: 10:28 By: CS

Please complete this application in accordance with the City of LONG BEACH Special Events Policy, and return it to the Office of the City Clerk at least 90 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: Gulf Coast Heritage Rose Society

Organization Address: P.O. Box 245 Long Beach MS 39560

Organization Agent: Carla Harbin Title: President

Phone: 228 343 1949 Work Home _____ During event 228 343 1949

Agent's Address: 15245 Ginger Cv Gulfport MS 39503

Agent's E-Mail Address: carla.harbin@usa.com

Event Name: 1st Annual Heritage Rose Festival

Please give a brief description of the proposed special event: A public event designed to promote the preservation and cultivation of heritage roses, with entertainment and educational activities throughout the day.

Event Day(s) & Date(s): Sat Sept 19 2020 Event Time(s): 8a - 5p

Set-Up Date & Time: Sept 19 8am Tear-Down Date & Time: Sept 19 4pm

Event Location: Long Beach Town Green

ANNUAL EVENT: Is this event expected to occur next year? YES NO

How many years has this event occurred? first one

ADOPTED: 11.15.11-BOARD ACTION

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MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/ Time: _____ through Date/ Time _____

RESERVED PARKING: Are you requesting reserved parking? YES NO

If yes, list the number of street spaces, City lots or locations where parking is requested:

VENDORS: Food Concessions? YES NO Other Vendors? YES NO

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO

If yes, are liquor license and liquor liability insurance attached? YES NO

If yes, what time? _____ Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

ATTENDANCE: What is the expected (estimated) attendance for this event? ~ 250

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO

If yes, you are required to obtain a permit through the City Clerk's Office.

REST ROOMS: Are you planning to provide portable rest rooms at the event? YES NO

If yes, how many? _____

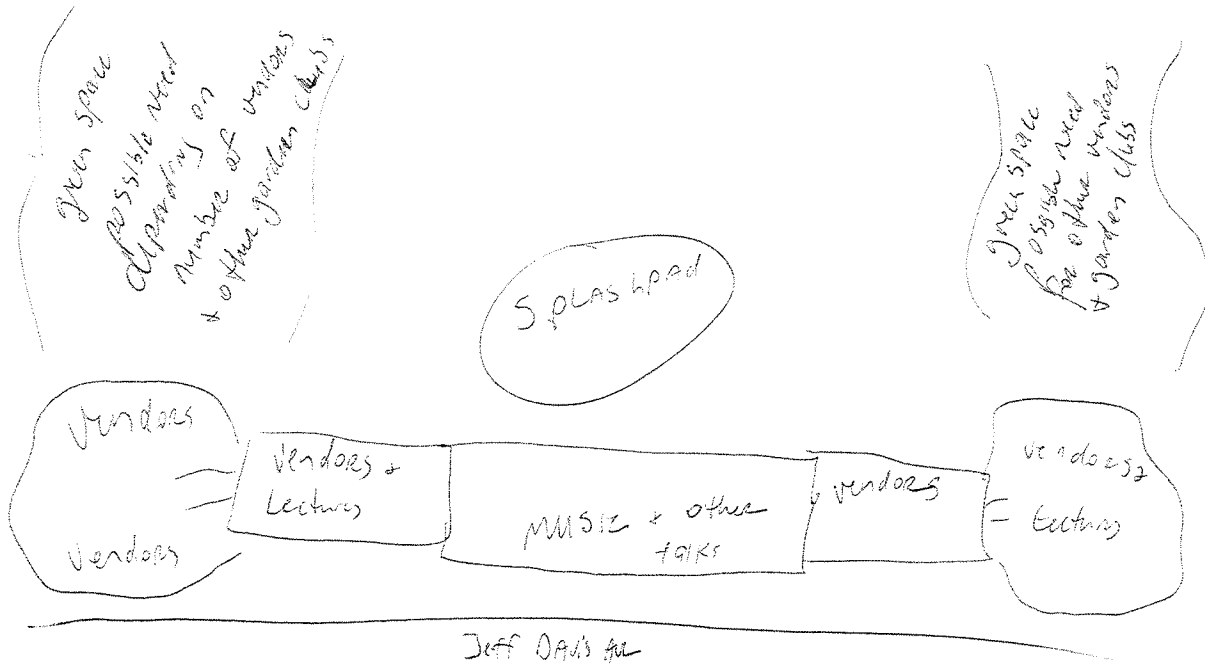
As an event organizer, you must consider the availability of rest room facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

OTHER REQUESTS: (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)

electrical service for entertainment and food vendor

ADOPTED: 11.15.11-BOARD ACTION

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INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request that Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

will provide

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that: A Certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting that Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in paragraph above

related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance which names the City of Long Beach as an additional named insured party on the policy.

The approval of this special event may include additional requirements or limitations, based on the City's review of this application. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

28 Apr 2020
Date

[Signature]
Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
CITY CLERK'S OFFICE - 201 JEFF DAVIS AVENUE - P.O. BOX 929 - LONG BEACH, MS
39560**

ADOPTED: 11.15.11-BOARD ACTION

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Event Title: Heritage Rose Festival 9/19/20 9 AM-5 PM

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's Office, as soon as possible.

Approvals noted below, by departments, indicate they have been made aware of the request and the reasonability of their department has been met.

Police Dept.: WJ Recommend Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept.: W Recommend Approval: YES NO Est. Economic Impact: \$ 0

Public Works: J Recommend Approval: YES NO Est. Economic Impact: \$ 0

Traffic Eng.: _____ Recommend Approval: YES NO Est. Economic Impact: \$ _____

Parks/REC: Agf Recommend Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval _____

Any special requirements/conditions _____

Insurance / Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Approval/ Denial Mailed: _____

ADOPTED: 11.15.11-BOARD ACTION

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September 19, 2020
Saturday
Heritage Rose
Festival
9:00 am - 5:00 pm
Town Green
Stage - Bleacher
North/South
Gazebos

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

Gulf Coast Heritage Rose Society

Telephone Number: 228 343 1949

Street Address: Home Society - PO Box 245 Long Beach 39500 Work Cell President - 15245 Gingsale

City Gulfport State MS Zip 39503

Type of Event: Heritage Rose Festival

Start Time: 9:00 am

Closing Time: 5:00 pm

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on

Sept. 19, 2020 - Saturday
(Date)
Stage - Bleacher - North/South Gazebos

The person(s) requesting this permit

1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time, and will hold the City of Long Beach harmless of any damage done to permit tee or permit tee's equipment.
2. Agrees to maintain order and control over persons in the group.
3. Agrees to abide by all policies and procedures of the City of Long Beach, the Long Beach Parks and Recreation Department as directed by the contents of the Town Green policy statement.
4. Understands that failure to comply with all the terms of the aforementioned policy as well as any violation of federal, state, or municipal law in conjunction with the use of this facility will result in the cancellation of the privilege of using this facility and will jeopardize any future permit grants for this or any other facility. I hereby agree that I have read and understand the regulations and policies governing the use of the Long Beach Town Green, including the deck area and shoo-fly.

Signature: [Signature] Date: 28 Apr 2020

Rental Fee \$ 250.⁰⁰ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up Fee \$ 200.⁰⁰ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Gulf Coast Heritage Rose Society, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 28 day of Apr, 20 20.

Authorized Signature [Handwritten Signature]

Witness _____

~ 2 ~

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the date change of July 16, 2020 through July 19, 2020, for the previously approved Jeepin The Coast Special Event.

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Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the following Memorandum of Agreement with Mississippi Main Street Association, and authorize the Mayor to execute same:

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**MISSISSIPPI MAIN STREET
ASSOCIATION**

**2020 MEMORANDUM OF AGREEMENT
FOR CONTINUATION AS A
MISSISSIPPI MAIN STREET ASSOCIATION
NETWORK COMMUNITY**

THIS AGREEMENT is entered into and executed by the Mississippi Main Street Association ("MMSA") and City of Long Beach, hereinafter referred to as the "local program."

THIS AGREEMENT is for the purpose of implementing the local Main Street program through continued participation as a Mississippi Main Street Network Community. In consideration of the executed agreement, the parties agree to the following terms and conditions:

SECTION I. MMSA AGREES TO:

1. Designate an MMSA team member to be the point of contact for the local program director. The team member will be available to answer questions and provide advice and information via email or telephone. The team member will facilitate the process of advancing toward Designated Community membership and respond to other program requests as mutually agreed upon.
2. Provide at least one annual Main Street Approach™ training opportunity available to all local program directors, board members, committee members, and government representatives from the Main Street communities. MMSA will provide all materials related to training.
3. Conduct one on-site Main Street 101 training for local program directors, board members, and government representatives affiliated with new Network Communities.
4. Conduct quarterly trainings, workshops, meetings, and/or conferences to further develop and enhance the skills of local directors and board members.
5. Host an annual Main Street Directors' Retreat, which is required to be attended by the local program director (or other representative).
6. Provide an annual calendar with the dates and locations of MMSA-approved trainings, workshops, meetings, retreats, and conferences, if possible, at the beginning of the calendar year.

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7. Provide one on-site work session, as requested by the local program director, for the development of a vision, goals, and objectives, as part of the local program's annual work plan.
8. Provide *The Point* for Mississippi, an online community forum in partnership with the National Main Street Center, as a resource for local programs. MMSA staff, along with National Main Street staff, will monitor and provide technical assistance to members on *The Point*.
9. Facilitate and promote ongoing media coverage of MMSA and its individual local programs.
10. Provide and grant each Network Community use of the official MMSA Network Community logo and other promotional materials with MMSA branding.
11. Conduct periodic on-site evaluations of each local program's progress as needed or requested by the local program director.
12. Provide all local programs with regular updates on industry news, grant opportunities, and information from our partner organizations.
13. Provide legislative education and advocacy for Main Street at the state and national level.

SECTION II. THE LOCAL PROGRAM AGREES TO:

1. Be in good standing with MMSA, having fully paid all dues and fees, submitted all reports and information, and participated in the required number of trainings for the previous calendar year.
2. Pay all MMSA Network Community annual dues and fees in a timely manner.
3. Maintain the focus of the local program within the boundaries of the Main Street district as designated in the local program's application for membership, or subsequent amendments.
4. Maintain broad-based community support for the local program by the public and private sectors through financial contributions and in-kind or volunteer support.
5. Promote and encourage a historic preservation ethic for the local program, including advocacy for good design, encouragement of building rehabilitation and adaptive reuse, promotion of financial incentives, and advancement of planning policies appropriate for preservation.
6. Implement the Main Street Approach[™] recommended by MMSA and the National Main Street Center, including the development of an annual work plan for the local program and that includes projects centered around the community's transformation strategies.

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7. Maintain a strong, broad-based organizational system that includes an active board of directors that holds monthly or bi-monthly meetings throughout the year and committees or task teams with designated board members as chairpersons.
8. Employ a local program director who spends at least 20 hours per week implementing the Main Street program in the community. In the event the local program director position becomes vacant, the local program shall notify MMSA within thirty (30) days and the position shall be filled within four (4) months of the vacancy.
9. Maintain a separate Main Street budget with adequate funding for daily office operations and travel commitments for the local director to attend trainings, workshops, meetings, retreats, and conferences as required by this agreement.
10. Provide information for monitoring the progress of the local program, submit all quarterly reports using the online report generator provided by MMSA, and provide any and all other information requested by MMSA on or before the identified deadlines. Quarterly reports shall be submitted by the 15th day of the month following the end of each quarter.
11. Send the local program director (or other representative) to the annual Directors' Retreat.
12. In addition to the Directors' Retreat, the local program director shall participate in at least three MMSA-approved training events per year. The community shall be responsible for the director's travel costs and expenses associated with these meetings. A list of required and approved trainings is attached to this agreement as Exhibit A.
13. Fill out the MMSA community assistance form when requesting a community service. The Director of Community Development will take into consideration: if the local program is certified and in good standing with MMSA, if requested funds are available, whether a match from the local program is available, and previous requests from the local program.
14. Include the MMSA Network Community logo on all print, web-based, and electronic marketing materials according to the brand guidelines established and provided by MMSA.
15. Be an Affiliate Member in good standing with the National Main Street Center.
16. Be an active participant in *The Point*, an online community forum, in partnership with the National Main Street Center. Every Network Program should have at least one active member account on *The Point*.
17. Provide the MMSA Director of Communication and Marketing news of your local program's projects, accomplishments, and events, so that MMSA may promote them.

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18. Include MMSA staff in the hiring and selection process of new local program directors.
19. File all applicable IRS forms in accordance with state and federal tax laws. Local programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
20. Complete the annual Director's Survey (online) sent via email no later than January 31, 2020.
21. Submit the following to MMSA by the January 31, 2020 deadline:
 - Payment of 2020 MMSA dues. The invoice was mailed to the local program director on record in October 2019. The local program director is responsible for ensuring that the invoice is paid by January 31, 2020.
 - A copy of the local program's current bylaws.
 - A copy of the local program's approved budget for the 2020 fiscal year.
 - A copy of the local program's annual work plan for 2020.
 - A complete list of local board members and officers, including names and email addresses.
 - A copy of the Main Street district's current boundary map.
 - A copy of the previous year's approved board meeting minutes.
 - A copy of the local program's most recent IRS filing, if applicable.

SECTION III. MMSA AND THE LOCAL PROGRAM JOINTLY AGREE THAT:

1. This agreement may be modified only by written amendment executed by all parties and approved by the MMSA State Coordinator.
2. The term of this agreement shall be for one calendar year, beginning on January 1, 2020 and expiring on December 31, 2020. This agreement shall not be binding upon the parties until it contains all signatures and is approved by the MMSA State Coordinator.
3. Either party may terminate this agreement without penalty by giving written notice to the other party at least sixty (60) days before the effective date of such termination.
4. This agreement shall be interpreted under the laws of the State of Mississippi. Any litigation under this agreement shall be resolved exclusively in a federal or state court of competent jurisdiction located in Mississippi.
5. Both parties shall jointly indemnify and hold each other and their respective employees, officers, directors, and assigns harmless from and against all activities, losses, costs, liabilities, claims, damages, and expenses of every kind and character.
6. If any provision of this agreement is held unenforceable, then such provision will be modified to

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reflect the parties' intention. Any and all remaining provisions of this agreement shall remain in full force and effect.

- 7. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or of the provision itself.
- 8. Except as expressly set forth in this agreement, the services to be provided under this agreement are furnished as is, where is, with all faults and without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose.
- 9. If a local program fails to comply with the provisions of this Memorandum of Agreement (MOA) by April 30, 2020, MMSA may choose to send the local program a written initial notice that summarizes the non-compliance issues and provides guidance on how to resolve them. At that point, the local program shall be placed on probationary status and shall be ineligible for any services or grant funds from MMSA until the local program is compliant. MMSA will re-evaluate the local program 90 days following the initial notice. If the local program has failed to correct the issues listed in the first notice, MMSA will issue a final notice. If the local program fails to comply with the provisions of this MOA within 90 days of the final notice, the local program will be de-certified with an official letter from MMSA. At that point, the community will have to start a new application process if they wish to rejoin the association.

IN WITNESS WHEREOF, the following parties have executed this agreement:

By: Jenny Levens
 Jenny Levens
 Main Street Director

6.16.2020
 Date

George V. Bass
 Local Board President or Chief Elected Official

6/16/20
 Date

 Thomas Gregory, State Coordinator
 Mississippi Main Street Association

 Date

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Alderman Robertson made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Contract with RJ Young for the lease and maintenance of five (5) copy machines located in City Hall, and authorize the Mayor to execute same:

Revised Date: February 2017

RENTAL AGREEMENT
 FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
 AND VENDORS
 (applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Long Beach (hereinafter referred to as Customer), and R. J. Young Co. (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

- A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

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Revised Date: February 2017

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives 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 attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in 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 Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

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

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer 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 Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), 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, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement 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, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer 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 the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor 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.

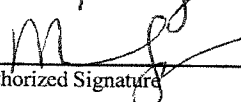
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For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of June, 2020.

Vendor: R. J. Young Co.

By: 
Authorized Signature


Printed Name: Michelle Gipson

Title: Account Executive

WITNESS:

Witness my signature this the 16th day of June, 2020

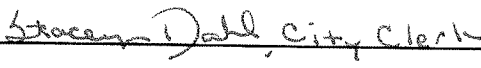
Customer: City of Long Beach

By: 
Authorized Signature

Printed Name: George L. Bass

Title: Mayor

WITNESS:

 Steven Dahl, City Clerk

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Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618
Vendor Company Name: R. J. Young Co.
Customer Agency Name: City of Long Beach
Bill to Address: P. O. Box 929 Long Beach Ms. 39560
Ship to Address: City of Long Beach City Clerk Office
201 Jefferson Davis Avenue
Long Beach Ms. 39560

Description of Equipment, Software, or Services Price #258.78/mo.
Canon IR ADV C 5560i III w/
Super G3 fax ASD, Staple Finisher V1 w/ Buffer Pass
Unit L1 & Cassette Feeding Unit + Arm 1.
B/w billed @ \$.0063 & Color billed @ \$.04

Delivery Schedule and Installation Date:
Rental Term: (Number of Months) 36
Start Date:
End Date:

Modifications: _____

[Signature]
Vendor Signature

[Signature]
Customer Signature

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EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618
Vendor Company Name: R. T. Young Co.
Customer Agency Name: City of Long Beach
Bill to Address: P.O. Box 929 Long Beach Ms. 39560
Ship to Address: City of Long Beach Court Clerk Office
201 Jefferson Davis Avenue
Long Beach Ms. 39560

Description of Equipment, Software, or Services Price \$128.67/mo.
Canon iR ADV DX 4735i w/ Cabinet Type Q,
Super G3 Fax Board BF1, Inner finisher J1 &
Single Pass PAF C1
Delivery Schedule and Installation Date: blw billed @ \$10098

Rental Term: (Number of Months) 36
Start Date:
End Date:

Modifications: _____

Vendor Signature

Customer Signature

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Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 82000 50618
Vendor Company Name: B. J. Young Co.
Customer Agency Name: City of Long Beach
Bill to Address: P.O. Box 929 Long Beach Ms. 39560
Ship to Address: City of Long Beach Water Dept.
201 Jefferson Davis Avenue
Long Beach Ms. 39560

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Canon iR ADV IR 4735, w/ Cabinet type Q & OADF-B41. B/w billed @ \$.0098	93.00/mo.
Delivery Schedule and Installation Date:	

Rental Term: (Number of Months) 36
Start Date:
End Date:

Modifications: _____

[Signature]
Vendor Signature

[Signature]
Customer Signature

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EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8000050618
Vendor Company Name: R.J. Young Co.
Customer Agency Name: City of Long Beach
Bill to Address: P.O. Box 979 Long Beach Ms. 39560
Ship to Address: City of Long Beach Municipal Court
201 Jefferson Davis Avenue
Long Beach Ms. 39560

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Canon IR ADV DX IR4735i w/ Cabinet Type Q & DADF-BA1. B/w billed @ \$.0098 Delivery Schedule and Installation Date:	93.00 / mo.

Rental Term: (Number of Months) 36
Start Date:
End Date:

Modifications: _____

Vendor Signature

Customer Signature

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Mayor and Board of Aldermen

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EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: R. J. Young Co.

Customer Agency Name: City of Long Beach

Bill to Address: P.O. Box 929 Long Beach Ms. 39560

Ship to Address: City of Long Beach Building Department
207 Jefferson Davis Avenue
Long Beach, Ms. 39560

Description of Equipment, Software, or Services

Price \$279.86/mo.

Canon iR ADV C5550i III w/
Super G3 fax AS2, Finer finisher H1 &
Cassette Feeding Unit AM I.
Blw billed @ \$106.23 and color billed @ \$1.04.

Rental Term: (Number of Months) 36

Start Date:

End Date:

Modifications: _____

[Signature]
Vendor Signature

[Signature]
Customer Signature

Minutes of June 16, 2020 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the following grant application with NRCS for the Long Beach Watershed Detention/Retention Project, and authorize the Mayor to execute:

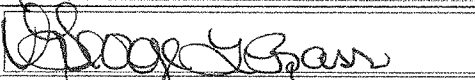
OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* IF Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of Long Beach, Inc"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="64-5000637"/>	* c. Organizational DUNS: <input type="text" value="0024715022068"/>	
d. Address:		
* Street 1: <input type="text" value="501 East Ocean Ave"/>	<input type="text"/>	
Street 2: <input type="text"/>	<input type="text"/>	
* City: <input type="text" value="Long Beach"/>	<input type="text"/>	
County/Parish: <input type="text" value="Harrison"/>	<input type="text"/>	
* State: <input type="text" value="MS"/>	<input type="text" value="Mississippi"/>	
Province: <input type="text"/>	<input type="text"/>	
* Country: <input type="text" value="USA"/>	<input type="text" value="UNITED STATES"/>	
* Zip / Postal Code: <input type="text" value="39508-0134"/>	<input type="text"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="Mayor's Office"/>	Division Name: <input type="text" value="Mayor"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mrs."/>	* First Name: <input type="text" value="Kurt"/>	
Middle Name: <input type="text" value="A."/>	<input type="text"/>	
* Last Name: <input type="text" value="Conwell"/>	<input type="text"/>	
Suffix: <input type="text"/>	<input type="text"/>	
Title: <input type="text" value="Financial Officer/Deputy City Clerk"/>		
Organizational Affiliation: <input type="text" value="City of Long Beach"/>		
* Telephone Number: <input type="text" value="202 953-1500"/>		
Fax Number: <input type="text"/>		
* Email: <input type="text" value="kconwell@long-beach.ms.gov"/>		

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Application for Federal Assistance SF-424	
* 9. Type of Applicant 1: Select Applicant Type: City or Township Government	
Type of Applicant 2: Select Applicant Type:	
Type of Applicant 3: Select Applicant Type:	
* Other (specify):	
* 10. Name of Federal Agency: USDA National Resources Conservation Service	
11. Catalog of Federal Domestic Assistance Number: CFDA Title:	
* 12. Funding Opportunity Number: Title: Long Beach Watershed Demonstration Project (Watershed Plan/SPIS)	
13. Competition Identification Number: Title:	
14. Areas Affected by Project (Cities, Counties, States, etc.): Add Attachment	
* 15. Descriptive Title of Applicant's Project: Prepare a Long Beach Watershed Plan and Supplemental SPIS	
Attach supporting documents as specified in agency instructions. Add Attachments	

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Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input type="text" value="4"/>	* b. Program/Project: <input type="text" value="1"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text" value=""/> <input type="button" value="Add Attachment"/> <input type="button" value="View Attachments"/> <input type="button" value="Delete Attachment"/>	
17. Proposed Project:	
* a. Start Date: <input type="text" value="09/01/2020"/>	* b. End Date: <input type="text" value="01/31/2021"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="1,500,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,500,000.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text" value=""/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text" value=""/> <input type="button" value="Add Attachment"/> <input type="button" value="View Attachments"/> <input type="button" value="Delete Attachment"/>	
21. "By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="George"/>
Middle Name: <input type="text" value=""/>	
* Last Name: <input type="text" value="Hadd"/>	
Suffix: <input type="text" value=""/>	
* Title: <input type="text" value="Mayor"/>	
* Telephone Number: <input type="text" value="28-863-1554"/>	Fax Number: <input type="text" value=""/>
* Email: <input type="text" value="hadd@cityofhaddamaine.com"/>	
* Signature of Authorized Representative: 	* Date Signed: <input type="text" value="6/16/2020"/>

Minutes of June 16, 2020 Mayor and Board of Aldermen

BUDGET INFORMATION - Non-Construction Programs
SECTION A - BUDGET SUMMARY

OMB Number: 4040-0008
Expiration Date: 01/31/2019

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. Long Beach Waterzshed Detention/Retention Project		\$	\$	1,500,000.00	0.00	1,500,000.00
2.						
3.						
4.						
5. Totals		\$	\$	1,500,000.00	\$	1,500,000.00

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	(1)	(2)	(3)	(4)	(5)
	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total
	Long Beach Watershed Detention/Retention Project				
a. Personnel	\$ 150,000.00				150,000.00
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	1,350,000.00				1,350,000.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	1,500,000.00				1,500,000.00
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$ 1,500,000.00				1,500,000.00
7. Program Income	\$ 0.00				

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Prescribed by OMB (Circular A-102) Page 1A

Minutes of June 16, 2020 Mayor and Board of Aldermen

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Long Beach Watershed Detention/Retention Project	\$	\$	\$	\$	\$
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$	\$
SECTION D - FORECASTED CASH NEEDS					
Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
13. Federal	\$ 750,000.00	\$ 187,500.00	\$ 187,500.00	\$ 187,500.00	\$ 187,500.00
14. Non-Federal	\$	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
15. TOTAL (sum of lines 13 and 14)	\$ 750,000.00	\$ 187,500.00	\$ 187,500.00	\$ 187,500.00	\$ 187,500.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. Long Beach Watershed Detention/Retention Project	\$ 750,000.00	\$ 750,000.00	\$ 0.00	\$ 0.00	
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)	\$ 750,000.00	\$ 750,000.00	\$	\$	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:	1,500,000				
22. Indirect Charges:					
23. Remarks:					

Standard Form 424A (Rev. 7-87)
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Minutes of June 16, 2020 Mayor and Board of Aldermen

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Long Beach

Long Beach Watershed Project

Organization Name

PR/Award Number or Project Name

George L. Bass, Mayor

Name and Title of Authorized Representative



Signature

6-16-2020

Date

GASB 061416

Minutes of June 16, 2020 Mayor and Board of Aldermen

Budget Narrative NRCS Agreement XX-4423-20-XXX Long Beach Watershed Detention/Retention Project, City of Long Beach, Harrison County, MS

The budget includes:

- \$1,500,000 in planning costs for the planning and SEIS for the Long Beach Detention/Retention Basins project

1. NRCS shall pay 100 percent of the costs. There is no Sponsor cost-share required.

2. Budget includes the following estimated costs: Contractual: \$1,350,000 in costs for development of a Supplemental Watershed Work Plan "Planning". Planning and concept design costs are expenses incurred for surveys and investigations, environmental studies, evaluation of alternatives, and preparation of preliminary design prior to the authorization of assistance for the installation of works of improvement. Personnel: \$150,000 in administration costs.

Project administration costs are expenses incurred associated with contract administration.

Minutes of June 16, 2020 Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Griffin and unanimously carried to ratify the following Proclamation of Emergency for Tropical Storm Cristobal:

City of Long Beach

BOARD OF ALDERMEN
Donald Frazer - At-Large
Ronald Robertson - Ward 1
Bernie Parker - Ward 2
Kelly Griffin - Ward 3
Timothy McCaffrey, Jr. - Ward 4
Mark E. Lishen - Ward 5
Patricia Bennett - Ward 6



GEORGE L. BASS
MAYOR

CITY CLERK
TAX COLLECTOR
Stacey Dahl

CITY ATTORNEY
James C. Simpson, Jr.

OFFICE OF THE MAYOR

CITY OF LONG BEACH, MISSISSIPPI

PROCLAMATION OF A CIVIL EMERGENCY

WHEREAS, the undersigned Mayor of the City of Long Beach, Mississippi, as Chief Administrative Officer of said City, does now find, determine and adjudicate, that the City of Long Beach was adversely affected by Tropical Storm Cristobal on June 7, 2020, and the effects of the storm are continuing.

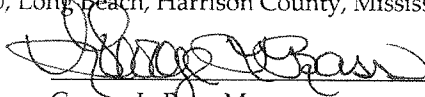
WHEREAS, this tropical storm caused damage to homes, businesses, and public property, and threatened the safety of the citizens and property.

WHEREAS, in consideration of the health and safety of the residents and the protection of their property, and in the public interest, all steps should be taken to protect people and property. Said conditions warrant the proclamation of a civil emergency as authorized in §45-17-1 of the Mississippi Code, Annotated; now therefore

IT IS HEREBY PROCLAIMED, that a civil emergency is hereby deemed to exist within the City of Long Beach, Mississippi, and the provisions of this proclamation shall exist and remain in effect until such time as this threat to public safety shall cease to exist and its termination is further proclaimed by the undersigned Mayor of the City of Long Beach, Mississippi.

This the 11th day of June, 2020, Long Beach, Harrison County, Mississippi.




George L. Bass, Mayor
The City of Long Beach, Mississippi


Stacey Dahl, City Clerk

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 865-0822
www.cityoflongbeachms.com

**Minutes of June 16, 2020
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Memorandum of Understanding Regarding Conditional Donation of Property Known as the Alexander/Griffin Property to the City of Long Beach, Mississippi:

June 16, 2020

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

**MEMORANDUM OF UNDERSTANDING REGARDING CONDITIONAL DONATION OF PROPERTY
KNOWN AS THE ALEXANDER/GRIFFIN PROPERTY TO THE CITY OF LONG BEACH, MISSISSIPPI**

WHEREAS, William James Alexander and Janet Alexander Griffin, hereinafter referred to as the "Owners," are the owners of property ("Property") within the City of Long Beach consisting of "Greenvale", the home of WJ Quarles, an early settler of the City, and the adjacent cemetery (as shown as Tract B on the attached survey dated December 27, 2020); and

WHEREAS, preservation of the Property and improvements thereto by the City of Long Beach ("City") would be of benefit, educational value, historical significance, and interest to local citizens, tourists and the City; and

WHEREAS, the Owners are willing to lease and deliver possession of the said Property to the City for a period of 24 months in order to allow the City to develop a strategy and long-term plans for development, to have access to the property for research and other investigative purposes, to submit proposals to funding sources, and make any necessary improvements related to the stated goals of preserving and using the Property for public good; and

WHEREAS, pursuant to award(s) of sufficient funding and/or other monetary consideration to the City for the purpose of restoration, renovation, and other improvements to the Property, the Owners intend to donate the Property to the City and relinquish all rights of possession; and

WHEREAS, it is in the best interests of the City that it enter into this Memorandum of Understanding with the Owners evidencing the agreement and intent of the parties regarding the 24-month term of lease and possession, use, and possible eventual donation of title to the Property to the City by the Owners.

NOW, THEREFORE, it is hereby agreed and understood between Owners and the City as follows:

1. A project task force will be established (consisting of 4-5 persons) with the goal of coordinating the development of plans for long-term use and maintenance of the Property in keeping with the goals regarding long-term use. One of the owners will be a member of the task force and the chair will be a non-elected individual resident of Long Beach with interest in preserving the history of Long Beach.
2. Understanding that the intention of the City and Owners is to preserve the Property for long-term beneficial use, Owners agree, at such time as a mutually agreed-upon plan and funding for to meet these goals are in place, the Owners intend to make a charitable gift and convey title to the Property to the City.
3. Owners do hereby lease the Property to the City for the sum of \$1.00 to the City of Long Beach for a period of 24 months from the date hereof.

Minutes of June 16, 2020 Mayor and Board of Aldermen

4. Maintenance and cost of any improvements to the Property during the 24-month period will be borne by the City. No gravesites on the property will be moved or disturbed at any time. In addition, during the 24-month period, no additional persons/remains will be buried in the cemetery without permission of the Owners.

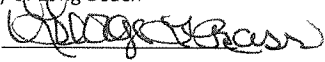
5. During this 24-month period, the Property may be used by the City for civic/community activities which must include an emphasis on celebrating the history of Long Beach to include truck farming. During this period, the City will have full responsibility and liability for any use of the Property. No commercial rental or other such use may be made of the Property. The Owners will have the right to physically visit the Property at any time.

6. At the end of the 24-month period, by mutual agreement, the City and the Owners may extend the period of lease of the Property. If not, each party will be held harmless for any expenditures of time or expense during the period of this Agreement.

SO agreed this 16th day of June 2020.

City of Long Beach

By:



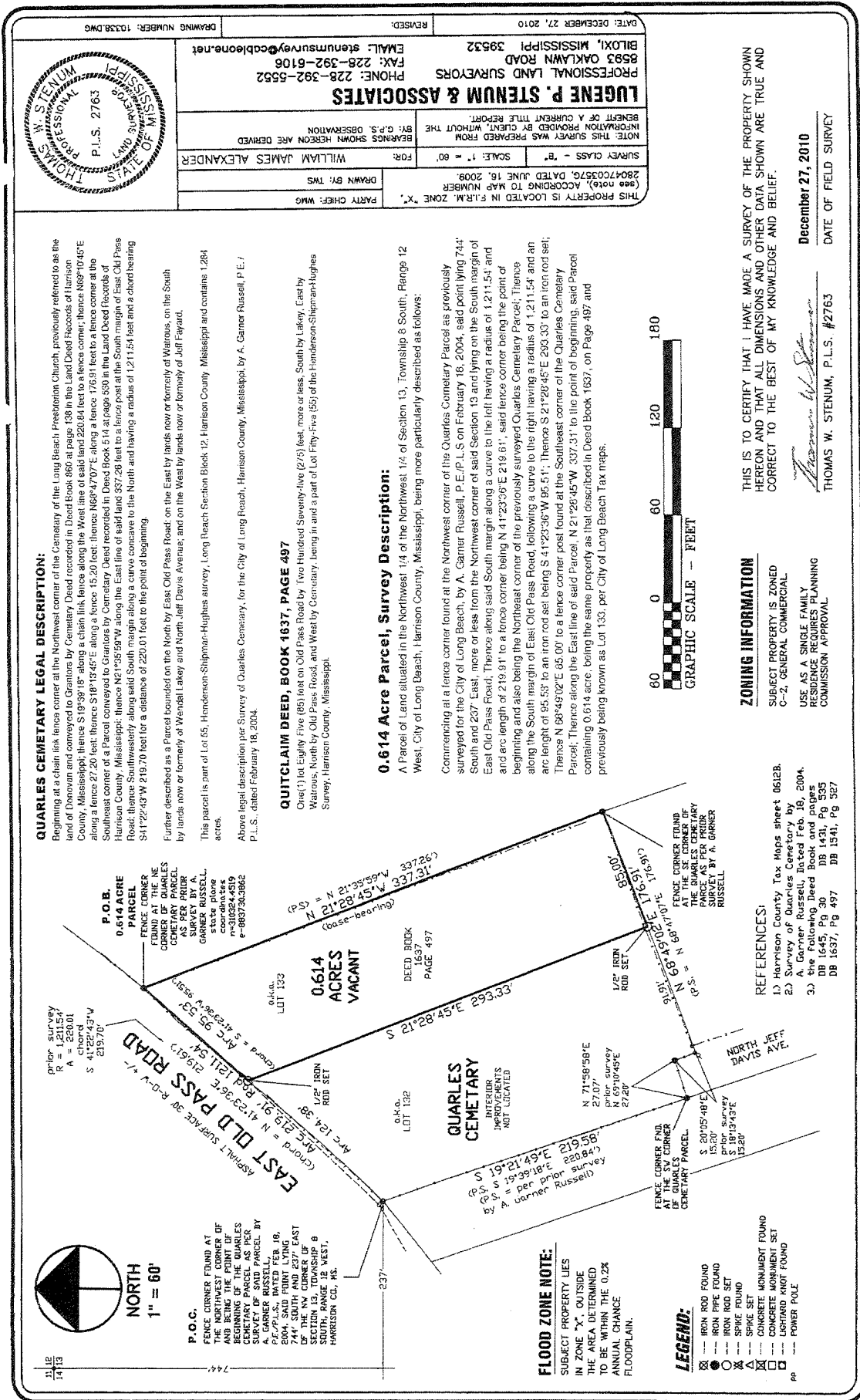
George Bass, Mayor

OWNERS:

William James Alexander, M.D.

Janet Alexander Griffin

Minutes of June 16, 2020 Mayor and Board of Aldermen



The Mayor approved the Board that he has had discussions with City Engineer David Ball about improving North Jeff Davis Avenue from Railroad Street to Old Pass Road with it possibly being a one-way street.

**Minutes of June 16, 2020
Mayor and Board of Aldermen**

Alderman Robertson made motion seconded by Alderman McCaffrey and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To discuss with and seek legal advice and counsel of the City Attorney regarding potential litigation.

The question having received the affirmative voice vote of all of the Aldermen present and voting, the Mayor declared the motion carried, whereupon the Board entered into Executive Session

* * *

The meeting resumed in Open Session, whereupon no official action was required or taken at this time.

Based on the recommendation of the Department Heads and certification by the Civil Service Commission, Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following personnel matters:

Police Department:

- Step Increase, Animal Control Officer Kerry Hall, PS-6-IX, effective July 1, 2020
- Step increase, Office Manager Jeaneen Knight, CSA-6-IV, effective July 16, 2020
- Step Increase, Dispatcher 1st Class Dorothy Pannell, PS-3-1, effective July 16, 2020
- FTO Pay, Police Officer 1st Class David Butler, effective June 16, 2020
- FTO Pay, Police Officer 1st Class Nicholas Dean, effective June 16, 2020
- FTO Pay, Police Officer 1st Class Daniel Marks, effective June 16, 2020

Municipal Court:

- Step Increase, Court Clerk Emma Ward, CSA-8-V, effective July 1, 2020

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to accept the May 2020 Revenue/Expense Report, as submitted.

There came on for discussion the Proposed Budget Schedule for Fiscal Year 2021, whereupon Alderman McCaffrey made motion seconded by Alderman Griffin and unanimously carried to schedule Budget Work Sessions for Tuesday, July 14, 2020, and Tuesday, July 28, 2020 at 5:00 p.m. at Long Beach City Hall Meeting Room.

**Minutes of June 16, 2020
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following contract with Twin L Construction, Inc. for the Long Beach Small Craft Harbor Hurricane Nate Harbormaster Building Repairs, and authorize the Mayor to execute same:

**EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Long Beach, MS, P. O. Box 929 Long Beach, MS 39560

(Owner) and Twin L Construction, Inc., 8292 Firetower Rd., Pass Christian, MS 39571

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

LONG BEACH SMALL CRAFT HARBOR HURRICANE NATE HARBORMASTER BLDG REPAIRS

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

BASE BID, ALTERNATE BID 1, and ALTERNATE BID 2

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Overstreet & Associates, PLLC
161 Lameuse St., Suite 203
Biloxi, MS 39530

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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00520-1

Minutes of June 16, 2020 Mayor and Board of Aldermen

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

A. For all Work other than Unit Price Work, a Lump Sum of: N/A

_____ (words)

_____ (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

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As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
-----------------	--------------------	-------------	---------------------------	-------------------	------------------

AS PER ATTACHED BID

TOTAL OF ALL ESTIMATED PRICES _____	(words)	\$ _____
		(numerals)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

One Hundred One Thousand, Eight Hundred Nineteen Dollars and 00/100----(\$101,819.00)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the third Tuesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 98 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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00520-3

Minutes of June 16, 2020 Mayor and Board of Aldermen

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by law at the place of the project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Minutes of June 16, 2020

Mayor and Board of Aldermen

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 7, inclusive).
 2. Performance bond (pages 1 to 2, inclusive).
 3. Payment bond (pages 1 to 2, inclusive).
 4. Other bonds (pages ____ to ____, inclusive). N/A
 - a. Bid Bond (pages 1 to 2, inclusive).
 - b. ____ (pages ____ to ____, inclusive). N/A
 - c. ____ (pages ____ to ____, inclusive). N/A
 5. General Conditions (pages 1 to 62, inclusive).
 6. Supplementary Conditions (pages 1 to 9, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings consisting of N/A sheets with each sheet bearing the following general title: N/A
 9. Addenda (numbers 1 to 1, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 14 inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive). N/A
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

Minutes of June 16, 2020 Mayor and Board of Aldermen

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

Minutes of June 16, 2020 Mayor and Board of Aldermen

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 16, 2020 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Long Beach

Twin L Construction, Inc.

By: [Signature]

By: [Signature]

Title: Mayor

Title: President

[CORPORATE SEAL]



[CORPORATE SEAL]

Attest: [Signature]

Attest: [Signature]

Title: C. ty clerk

Title: Office Manager

Address for giving notices:

Address for giving notices:

P. O. Box 929

8292 Firetower Rd.

Long Beach, MS 39560

Pass Christian, MS 39560

228-863-1556

228-255-7930

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: 08635-MC
(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Minutes of June 16, 2020 Mayor and Board of Aldermen

AIA Document A312™ – 2010

Performance Bond

Bond No. EACX4001098

CONTRACTOR:
(Name, legal status and address)
Twin L Construction, Inc.

8292 Firetower Rd.
Pass Christian, MS 39571

OWNER:
(Name, legal status and address)
City of Long Beach, MS

P.O. Box 929
Long Beach, MS 39560

CONSTRUCTION CONTRACT
Date:

Amount: One Hundred One Thousand Eight Hundred Nineteen And No/100

Description:
(Name and location)

Long Beach Small Craft Harbor Hurricane Nate Harbormaster Bldg Repairs

SURETY:
(Name, legal status and principal place of business)

Endurance Assurance Corporation
4 Manhattanville Road, 3rd Floor
Purchase, NY 10577

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date:
(Not earlier than Construction Contract Date)

Amount: One Hundred One Thousand Eight Hundred Nineteen And No/100

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Twin L Construction, Inc.

Signature: *[Signature]*
Name
and Title: *President*
(Any additional signatures appear on the last page of this Performance Bond.)

SURETY
Company: *(Corporate Seal)*
Endurance Assurance Corporation

Signature: *[Signature]*
Name
and Title: **Garrett Turner, Attorney-in-Fact**

(FOR INFORMATION ONLY -- Name, address and telephone)

AGENT or BROKER:
Surety Bond Brokers, Inc.

6709 Perkins Road
Baton Rouge, LA 70808
225.757.9191

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)

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Minutes of June 16, 2020

Mayor and Board of Aldermen

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- 1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- 2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety, and
- 3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- 1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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Minutes of June 16, 2020

Mayor and Board of Aldermen

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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Minutes of June 16, 2020 Mayor and Board of Aldermen

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL	SURETY
Company: _____	Company: _____
	<i>(Corporate Seal)</i>
Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____
Address: _____	Address: _____

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Minutes of June 16, 2020 Mayor and Board of Aldermen

AIA Document A312™ – 2010

Payment Bond

Bond No. EACX4001098

CONTRACTOR:
(Name, legal status and address)

Twin L Construction, Inc.
8292 Firetower Rd.
Pass Christian, MS 39571

OWNER:
(Name, legal status and address)

City of Long Beach, MS
P.O. Box 929
Long Beach, MS 39560

CONSTRUCTION CONTRACT
Date:

Amount: **One Hundred One Thousand Eight Hundred Nineteen And No/100**
\$101,819.00

Description:
(Name and location)
Long Beach Small Craft Harbor Hurricane Nate Harbormaster Bldg Repairs

SURETY:
(Name, legal status and principal place of business)

Endurance Assurance Corporation
4 Manhattanville Road, 3rd Floor
Purchase, NY 10577

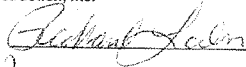
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND
Date:
(Not earlier than Construction Contract Date)

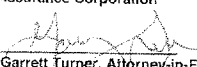
Amount: **One Hundred One Thousand Eight Hundred Nineteen And No/100**
\$101,819.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Twin L Construction, Inc.

Signature: 
Name: **Richard Ladin**
and Title: **President**
(Any additional signatures appear on the last page of this Payment Bond.)

SURETY
Company: *(Corporate Seal)*
Endurance Assurance Corporation

Signature: 
Name: **Garrett Turner, Attorney-in-Fact**
and Title:

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:
Surety Bond Brokers, Inc.
6709 Perkins Road
Baton Rouge, LA 70808
225.757.9191

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party.)

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Minutes of June 16, 2020

Mayor and Board of Aldermen

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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Minutes of June 16, 2020

Mayor and Board of Aldermen

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- 1 the name of the Claimant;
- 2 the name of the person for whom the labor was done, or materials or equipment furnished;
- 3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- 4 a brief description of the labor, materials or equipment furnished;
- 5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- 7 the total amount of previous payments received by the Claimant; and
- 8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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Minutes of June 16, 2020 Mayor and Board of Aldermen

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____


Address: _____

Init. _____

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Minutes of June 16, 2020 Mayor and Board of Aldermen



SOMPO INTERNATIONAL
INSURANCE

11369

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Mary Catherine Turner, Meghann Catherine Turner, Garrett Turner** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars (\$10,000,000.00)**.

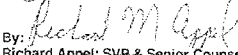
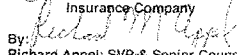
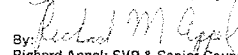
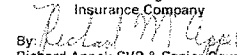
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.


This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:


RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.


<p>Endurance Assurance Corporation</p> <p>By:  Richard Appel, SVP & Senior Counsel</p>	<p>Endurance American Insurance Company</p> <p>By:  Richard Appel, SVP & Senior Counsel</p>	<p>Lexon Insurance Company</p> <p>By:  Richard Appel, SVP & Senior Counsel</p>	<p>Bond Safeguard Insurance Company</p> <p>By:  Richard Appel, SVP & Senior Counsel</p>
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SEAL
2002
DELAWARE



SEAL
1996
DELAWARE



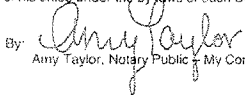
SEAL
1981
TEXAS



SEAL
A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the bylaws of each Company.

By: 
Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

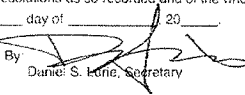
- That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBFF

; and he it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
- The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this _____ day of _____, 20__.

By: 
Daniel S. Kline, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <http://www.treasury.gov/sdn>

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.
Surety Claims Submission: LexonClaimsAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International, 12890 Lebanon Road, Mount Juliet, TN 37122-2870

Minutes of June 16, 2020 Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lemon Mohler Insurance Agency 1964 Market Street Pascagoula MS 39567	CONTACT NAME: Crystal Stacey PHONE (A/C, No, Ext): (228) 762-7511 FAX (A/C, No): (228) 762-5319 E-MAIL ADDRESS: cstacey@lemonmohler.com																					
INSURED Twin L Construction Inc 8292 Firetower Rd Pass Christian MS 39571	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A:</td> <td>Crum & Forster Specialty Ins Co</td> <td>44520</td> </tr> <tr> <td>INSURER B:</td> <td>Progressive Gulf Insurance Company</td> <td>42412</td> </tr> <tr> <td>INSURER C:</td> <td>StarStone National Ins Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td>AGC Workers Compensation Fund</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td>Travelers Indemnity Company</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Crum & Forster Specialty Ins Co	44520	INSURER B:	Progressive Gulf Insurance Company	42412	INSURER C:	StarStone National Ins Co		INSURER D:	AGC Workers Compensation Fund		INSURER E:	Travelers Indemnity Company		INSURER F:		
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INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 19-20 MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	INSURANCE	WYS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				BAK429382	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GEN'L AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:				07816322-1	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				72013H191ALI	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 OTHER \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		WCD9401290019	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Rented/Leased Equip 100,000 Installation Floater 100,000
E	INLAND MARINE				6601L320004	07/01/2019	07/01/2020	Rented/Leased Equip 100,000 Installation Floater 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Long Beach Small Craft Harbor Hurricane Nate Harbormaster Building Repairs

CERTIFICATE HOLDER City of Long Beach P O Box 929 Long Beach MS 39560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

**Minutes of June 16, 2020
Mayor and Board of Aldermen**

POLICY NUMBER: BAK-42938-2

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property

damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Minutes of June 16, 2020 Mayor and Board of Aldermen

POLICY NUMBER: BAK-42938-2

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:	All persons or organizations as required by written contract with the insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Minutes of June 16, 2020 Mayor and Board of Aldermen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT SUBJECT TO A TOTAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: All projects as required by written contract

Designated Construction Project General Aggregate Limit: \$2,000,000

Total Aggregate Limit: \$5,000,000

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under Coverage C (Section I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount shown in the Schedule above.
 2. Subject to the Total Aggregate Limit shown in the Schedule above, the Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under COVERAGE A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit is subject to the Total Aggregate Limit shown in the Schedule above.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under Coverage C (Section I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**Minutes of June 16, 2020
Mayor and Board of Aldermen**

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit, the Designated Construction Project General Aggregate Limit nor the Total Aggregate Limit.
- D. The Total Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all damages falling within the scheduled Designated Construction Project General Aggregate Limit described in Paragraph A. and as set forth in the provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement. The Total Aggregate Limit applies collectively, rather than separately, to all of your designated construction projects shown in the schedule above.
- E. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Minutes of June 16, 2020 Mayor and Board of Aldermen

POLICY NUMBER: BAK-42938-2

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations as required by written contract with the insured	Various
It is further agreed that this insurance shall be primary and non-contributory but only in the event of a named insured's sole negligence	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Minutes of June 16, 2020 Mayor and Board of Aldermen

0456 00 0113 (WC)

ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

7/1/2019 12:01 AM

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery from Others section of this Agreement is amended to include the following additional language:

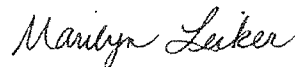
The FUND has the right to pursue subrogation recoveries from anyone liable for an Injury covered by this Agreement. The FUND will not enforce its right against any Person or organization for whom the EMPLOYER performs work under a written contract that Requires the EMPLOYER to obtain this agreement from the FUND.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of the Workers' Compensation and Employers' Liability Insurance Agreement No. WCD9401290019, issued by AGC Workers' Compensation Fund, Inc. of Gulfport, Mississippi dated 7/1/2019.

Also attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement SP4058819, issued by Safety National Casualty Corporation of St. Louis, Missouri to AGC Workers' Compensation Fund, Inc.

AGC Workers' Compensation Fund



INSURED: Twin L Construction Co., Inc.

MS Work Comp Policy

Endorsement

AGCWCF 7/17

Minutes of June 16, 2020
Mayor and Board of Aldermen

There came on for discussion the following draft GoMESA applications for Trautman Basin Beach Outfall & Drainage Improvements and Long Beach Harbor SE Bulkhead. After discussion, Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to approve aforesaid applications, and authorize the Mayor to execute same:

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

June 11, 2020

City of Long Beach
P.O. Box 929
Long Beach, MS 39560

RE: 2020 GoMESA Applications

Ladies and Gentlemen:

We have attached proposed GoMESA applications for two projects in the City of Long Beach: Trautman Basin Beach Outfall & Drainage Improvements, and Long Beach Harbor SE Bulkhead. We have held preliminary discussions with Russell Weatherly and Gen. Spraggins at the MS DMR regarding these applications and have prepared them in accordance with the available information regarding GoMESA funding.

We request your review and comment and for your authorization for the Mayor to execute these applications and submit them on behalf of the City after any identified revisions.

Sincerely,

David Ball, P.E.

DB:539
Attachment

**Minutes of June 16, 2020
Mayor and Board of Aldermen**

May 19, 2020

Russell Weatherly
Department of Marine Resources
1141 Bayview Avenue
Biloxi, MS 39530

**RE: Trautman Basin / Outfall Improvements
Mississippi Department of Marine Resources – GOMESA
Long Beach, MS**

Mr. Weatherly:

Please accept this as an official request from the City of Long Beach to fund the referenced project under the GOMESA Program. We believe that this project meets the requirements of the program by contributing to improved water quality in the Trautman drainage basin and in the MS Sound and by an overall increase in onshore infrastructure capacity. The following information should clarify the general location, scope, benefits, and estimated costs of the projects.

Project Name: Trautman Basin / Outfall Improvements

Point of Contact: Mayor George Bass
P.O. Box 929
Long Beach, MS 39560
228-863-1556

Project Location: Central Long Beach, from the Pineville Rd./Railroad St. intersection south to the basin outfall near West Ave. An aerial view of the project area with street names is included herein.

Project Description: This project is intended to improve the Trautman Basin drainage system from Pineville Rd., near the Pineville/Railroad Pump Station all the way to the outfall into the MS Sound just west of West Ave. in Long Beach. This project is critical to improved stormwater runoff control in the basin, which will enhance coastal sustainability and hurricane resilience within the basin specifically and the City generally. In June 2016, October 2016, and April 2017, the City was hammered by three 100+ year storm events, with impacts to citizens and property similar to a 500 year event due to the deficiencies in the City's drainage systems.

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Mayor and Board of Aldermen

May 19, 2020

This drainage basin has been identified as one of the largest drainage basins in the City and one of the most critical due to its route through the Pineville/Railroad area and through the Long Beach High School property. Improvements in the downstream portion of the basin will obviously have positive impact throughout the entire basin and sets the stage for future phases of improvements. Further, this drainage basin has been identified as severaly polluted due to deficient sewer infrastructure upstream of the outfall, at the intersection of Pineville Rd. and Railroad St. The upstream sewer infrastructure is currently slated for upgrades utilizing a DEQ grant, meaning improvements and cleaning of the downstream drainage basin should have lasting and meaningful results.

The project will consist of cleaning and improvements to the natural channels & drainageways of the Trautman basin, along with construction of a new outfall structure from U.S. Hwy. 90 south to the MS Sound.

Justification: Construction of this project will improve drainage infrastructure which is critical to the City's drainage plans, especially for hurricane protection. Furthermore, restoration and cleaning of the environmentally-damaged basin will help mitigate and restore the natural areas in the drainage basin and in the coastal habitat at the basin outfall.

Estimated cost / detailed budget: The estimated cost of the project is \$1,910,525. A more detailed budget is also included.

Goals and objectives of the project:

- Improve drainage infrastructure critical to hurricane protection
- Mitigation of damages to ecological areas due to repeated sewer overflows

Project timeline/schedule: It is estimated that this project could be designed, permitted, bid, and constructed within two and ½ (2-½) years from date of funding and authority to begin.

If acceptable with your office, we would ask for the project to be considered for review by the full GOMESA committee.

If you have any questions or require additional information please do not hesitate to contact us.

Sincerely,

George L. Bass
Mayor

db:GB:539

Minutes of June 16, 2020 Mayor and Board of Aldermen

May 19, 2020

LOCATION MAP



PROJECT AREA

**Minutes of June 16, 2020
Mayor and Board of Aldermen**

May 19, 2020

DETAILED BUDGET

CITY OF LONG BEACH GOMESA APPLICATION - TRAUTMAN BASIN / OUTFALL IMPROVEMENTS			
DESCRIPTION OF WORK	QUANTITY	EST. UNIT COST	EXTENSION
OUTFALL	1 LS	\$ 1,500,000.00	\$ 1,500,000.00
REMOVE EXISTING CULVERT & CHANNEL SHAPING	500 LF	\$ 25.00	\$ 12,500.00
CHANNEL CLEANING & SHAPING	3550 LF	\$ 15.00	\$ 53,250.00
SUBTOTAL - CONSTRUCTION COST			\$ 1,565,750.00
CONTINGENCIES			\$ 156,575.00
DESIGN SERVICES			\$ 95,000.00
SURVEY			\$ 10,000.00
INSPECTION SERVICES			\$ 83,200.00
TOTAL ESTIMATED PROJECT COST			\$ 1,910,525.00

**Minutes of June 16, 2020
Mayor and Board of Aldermen**

June 3, 2020

Russell Weatherly
Department of Marine Resources
1141 Bayview Avenue
Biloxi, MS 39530

**RE: Long Beach Smallcraft Harbor – SE Corner Bulkhead
Mississippi Department of Marine Resources – GOMESA
Long Beach, MS**

Mr. Weatherly:

Please accept this as an official request from the City of Long Beach to fund the referenced project under the GOMESA Program. We believe that this project meets the requirements of the program by contributing to hurricane protection and to mitigation of damage to natural resources in the Long Beach Smallcraft Harbor. The following information should clarify the general location, scope, benefits, and estimated costs of the projects.

Project Name: Long Beach Smallcraft Harbor – SE Corner Bulkhead

Point of Contact: Mayor George Bass
P.O. Box 929
Long Beach, MS 39560
228-863-1556

Project Location: Long Beach Smallcraft Harbor, at the southeastern corner of the Harbor parking area. An aerial view of the project area is included herein.

Project Description: This project is intended to construct improvements to the southeast corner of the Long Beach Smallcraft Harbor. The improvements will be in the form of a vertical concrete wall/bulkhead which will provide protection and stabilization at the referenced location, which has historically been damaged repetitively. Additionally, this wall will be a "first line of defense" for the remainder of the Harbor by taking the brunt of the energy of waves from their prevailing direction (southeast to northwest).

Not only do these repetitive damages and the subsequent repairs cause significant economic damage to the City, but they additionally cause substantial impact to the operation and function of the Harbor, a critical public service in the City. Furthermore, the damage which occurs during a

Minutes of June 16, 2020 Mayor and Board of Aldermen

June 3, 2020

storm generally includes large amounts of material washing up into the parking area near the project area, and also material washing away into the MS Sound. A bulkhead wall will help ameliorate all these impacts.

The City has already identified this project as a critical step in protecting the Harbor infrastructure and has procured design and permitting services for the project. The design is nearly completed and permits are in hand for the work. While construction of this shovel-ready project could begin within months, the funding of the project is incomplete.

Justification: Construction of this project will provide significant improvement to the southeast corner of the Long Beach Smallcraft Harbor, stabilizing that area against repetitive damages during storm events. By stabilizing and securing the area, the project will also have positive environmental impact by reducing the debris which is often washed back into the MS Sound after the damaging events which occur so often. The improvements constructed at this location will have similar positive benefits in other areas of the Harbor by providing stabilization and structural improvement at the area of the Harbor first and hardest hit.

Estimated cost / detailed budget: The estimated cost of the project is \$2,188,000. A more detailed budget is also included.

Goals and objectives of the project:

- Provide significant improvements to hurricane/storm resistance for the southeast corner of the Harbor, which is an often-damaged area during storms
- Mitigation of damages to ecological areas due to repeated damage and repair efforts in the area

Project timeline/schedule: The survey, permitting, and nearly all of the design for this project has already been completed, therefore, it is estimated that this project could be bid and constructed within one and ½ (1.5) years from the date of funding and authority to begin.

If acceptable with your office, we would ask for the project to be considered for review by the full GOMESA committee.

If you have any questions or require additional information please do not hesitate to contact us.

Sincerely,

George L. Bass
Mayor

db:GB:539

Minutes of June 16, 2020 Mayor and Board of Aldermen

June 3, 2020

LOCATION MAP



PROJECT AREA

Minutes of June 16, 2020 Mayor and Board of Aldermen

June 3, 2020

DETAILED BUDGET

CITY OF LONG BEACH GOMESA APPLICATION - LONG BEACH SMALLCRAFT HARBOR - SE CORNER BULKHEAD			
DESCRIPTION OF WORK	QUANTITY	EST. UNIT COST	EXTENSION
BULKHEAD CONSTRUCTION	1 LS	\$ 1,630,000.00	\$ 1,630,000.00
PIER IMPROVEMENTS	1 LS	\$ 100,000.00	\$ 100,000.00
SITE IMPROVEMENTS	1 LS	\$ 100,000.00	\$ 100,000.00
SUBTOTAL - CONSTRUCTION COST			\$ 1,830,000.00
CONTINGENCIES			\$ 183,000.00
DESIGN SERVICES			\$ 64,000.00
INSPECTION SERVICES			\$ 111,000.00
TOTAL ESTIMATED PROJECT COST			\$ 2,188,000.00

The Mayor recognized the City Attorney for his report, whereupon no action was required or taken.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to adjourn until the next regular meeting in due course.

**Minutes of June 16, 2020
Mayor and Board of Aldermen**

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Ronald Robertson, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kelly Griffin, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Patricia Bennett, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk