

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET  
REGULAR MEETING OF MAY 21, 2019  
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.  
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- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
  - 1. 2020 Census - Traycee Scott-Williams
  - 2. Smoke Free Ordinance - LBHS Youth Advocates
- V. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VI. APPROVE MINUTES:**
  - 1. **MAYOR AND BOARD OF ALDERMEN**
    - a. May 7, 2019 - Regular
  - 2. **PLANNING & DEVELOPMENT COMMISSION**
    - a. May 9, 2019 - Regular
  - 3. **Port Commission**
    - a. May 16, 2019 - Regular
- VII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
  - 1. 052119
- VIII. UNFINISHED BUSINESS**
  - 1. Resolution - Request Harrison County Assistance at FETCH Dog Park
- IX. NEW BUSINESS**
  - 1. Special Event Application - Jeepin The Coast
  - 2. Engineering Contract - Klondyke & Commission Intersection; Pickering
  - 3. Senior Center Fee Waiver Request - Carnival Assoc. of Long Beach
  - 4. State Bond Advisory Packet - Cemetery Funding
  - 5. Franchise Agreement - C Spire
  - 6. Franchise Agreement - Southern Light
  - 7. Food Trucks - Alderman Frazer
  - 8. Tax Abatement Ordinance Discussion
  - 9. Memorandum of Understanding - Beatline Road Project
  - 10. Interlocal Governmental Agreement; Long Beach Water Management Dist.
- X. DEPARTMENTAL BUSINESS**
  - 1. **MAYOR'S OFFICE**
  - 2. **PERSONNEL**
    - a. Building Office - Step Increase (1)
    - b. Recreation - Part-Time Position Eliminated (1)
    - c. Fire Department - Demotion (1)
  - 3. **CITY CLERK**
    - a. Revenue/Expense Report April 2019
    - b. Budget Amendment FY 19; Police Department
  - 4. **FIRE DEPARTMENT**
  - 5. **POLICE DEPARTMENT**
  - 6. **ENGINEERING**
  - 7. **PUBLIC WORKS**
  - 8. **RECREATION**
  - 9. **DERELICT PROPERTIES**
- XI. REPORT FROM CITY ATTORNEY**
- XII. ADJOURN (OR) RECESS**

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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 May, 2019, 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.

Alderman Mark E. Lishen was absent the meeting.

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 recognized Ms. Traycee Scott-Williams, Partnership Specialist with the United States Census Bureau, who gave a presentation on the importance of the 2020 Census and how the City can partner with the Census Bureau to ensure a complete and accurate count.

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The Mayor recognized the Long Beach High School Youth Advocates and Ms. Aleshia Jones to give an update on the progress of their Smoke Free Ordinance research, whereupon no action was required or taken

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Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the regular minutes of the Mayor and Board of Aldermen dated May 7, 2019, as submitted.

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Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to approve the regular minutes of the Planning & Development Commission dated May 9, 2019, as submitted.

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Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to approve the regular minutes of the Port Commission dated May 16, 2019, as submitted.

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Alderman Robertson made motion seconded by Alderman McCaffrey and unanimously carried to approve payment of invoices listed in Docket of Claims number 052119, to include invoice #GRS0108457 to Blue Cross Blue Shield for \$2,149.98.

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There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on 21st day of May, 2019, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

**RESOLUTION SEEKING THE ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS IN REMOVAL OF TREES AND PROVISION OF SAND WHEN AVAILABLE FOR THE LONG BEACH FETCH DOG PARK IN THE CITY OF LONG BEACH, AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Long Beach and the Board of Supervisors of Harrison County, Mississippi have heretofore entered into an Interlocal Agreement to allow and provide for the exchange of services and the provision of assistance between them on behalf of the citizens of Long Beach and Harrison County; and

**WHEREAS**, from time to time and on occasion the City has also sought the assistance of Harrison County in various areas in which the City has unavailable or inadequate resources, such as paving roads and work in other public areas in need of repair or assistance, and the Harrison County Board of Supervisors has generously responded and complied whenever possible with such requests; and

**WHEREAS**, the Fetch Dog Park recently constructed in the City of Long Beach is almost completed, but has certain trees which need to be removed, and the City is without adequate resources and equipment to removes such trees, and wishes to request the assistance of Harrison County Board of Supervisors in removing same; and

**WHEREAS**, the Fetch Dog Park recently constructed in the City of Long Beach also is in need now, and may from time to time be in a recurring need, of deposits of sand to provide drainage and for other uses in the park, and the City is without adequate resources and equipment to provide such sand and wishes to request the assistance of the Harrison County Board of Supervisors in providing such sand as is from time to time available from the County and as is needed at the Park.

**NOW, THEREFORE**, be it resolved by the Board of Aldermen of the City of Long Beach that the Harrison County Board of Supervisors be, and same hereby are requested to provide such assistance as may be available to the citizens of Harrison County in the City of Long Beach in the form of removal of trees and delivery of sand, when available

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from the County and needed in the FETCH DOG PARK for which purpose no municipal funds or resources are available.

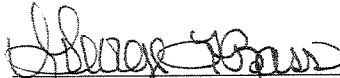
**BE IT FURTHER RESOLVED**, by the Mayor and Board of Aldermen of the City of Long Beach that we express our appreciation to Supervisor Marlin Ladner and the entire Harrison County Board of Supervisors for any assistance it is able to provide in this request.

The above and foregoing Resolution having been introduced in writing, was first read and considered section by section and then as a whole. This question being put to a roll call vote by the Mayor, the result was as follows:


Alderman Ronald Robertson	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Bernie Parker	voted	Aye
Alderman Mark E. Lishen	voted	Absent – Not Voting
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye

The question having received the Affirmative vote of a majority the Alderman present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 21<sup>st</sup> day of May, 2019.

APPROVED:

  
George L. Bass, Mayor

ATTEST:

  
Stacey Dahl, City Clerk

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Alderman Griffin made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Event Application submitted by Jeepin the Coast:



02/15/19

City of Long Beach Mayor's Office  
Long Beach Board of Aldermen

To Whom It May Concern:

In May 2018 we hosted our first 4 day "Jeepin the Coast" event on the Mississippi Gulf Coast. We had over 1,000 jeep enthusiasts and countless spectators. Due to the overwhelming response, we are expecting this number to increase substantially for this year's event.

JTC 2019 will be held on May 30<sup>th</sup> – June 2<sup>nd</sup>. Our "Jeep Central" will be located in the Beautiful City of Long Beach.

Our 2018 event proved to be a success for us and the City of Long Beach. At this time, we are asking for you to consider waiving the rental fees for our 2019 event.

Please feel free to contact me at any time at 228-861-9270.

Sincerely,

Julie Bradley  
Jeepin The Coast  
228-861-9270

P.O. Box 2963 • Gulfport, MS • 39505 • 228-697-9584  
Visit us at [www.jeepinthecoast.com](http://www.jeepinthecoast.com)

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Jeepin the Coast  
May 30 - June 2<sup>nd</sup>  
Parade, Vendors,  
Concert, Cruising  
Town Green

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: 5/9/19 Time: 4:08 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: Jennifer Moran Productions, LLC "Jeepin the Coast"

Organization Address: P.O. Box 2962 Gulfport, MS 39505

Organization Agent: Kim Forke Title: Organizer

Phone: 228-697-9581 Work Home \_\_\_\_\_ During event \_\_\_\_\_

Agent's Address: \_\_\_\_\_

Agent's E-Mail Address: \_\_\_\_\_

Event Name: Jeepin the Coast

Please give a brief description of the proposed special event: Cruising event, w/ street Jeep Parade, Vendor Village, Bands.

Event Day(s) & Date(s): May 30 - June 2nd 2019 Event Time(s): \_\_\_\_\_

Set-Up Date & Time: 5/30/19 8:00 AM Tear-Down Date & Time: 6-2-19 out by 1:00 PM

Event Location: Jeff Davis & Town Green

ANNUAL EVENT: Is this event expected to occur next year?  YES  NO  
How many years has this event occurred? This will be 2<sup>nd</sup> year

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

*beer only*

If yes, are liquor license and liquor liability insurance attached? YES NO  
If yes, what time? 5-31-19 - 11:00-6:00 pm 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.

*The City is providing bands*

**ATTENDANCE:** What is the expected (estimated) attendance for this event? 2000 approx

**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? \_\_\_\_\_

*City*

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.)

*All above -*

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:

*We will Provide Certificate*

**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.

5-7-19  
Date

*Juniper Moon*  
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: Jeepin The Coast 5/30 - 6/2/19

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: \$ \_\_\_\_\_

Fire Dept.: BT Recommend Approval: (YES) NO Est. Economic Impact: \$ 0

Public Works: 32 Recommend Approval: (YES) NO Est. Economic Impact: \$ 0

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

Parks/REC: RJP 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: \_\_\_\_\_

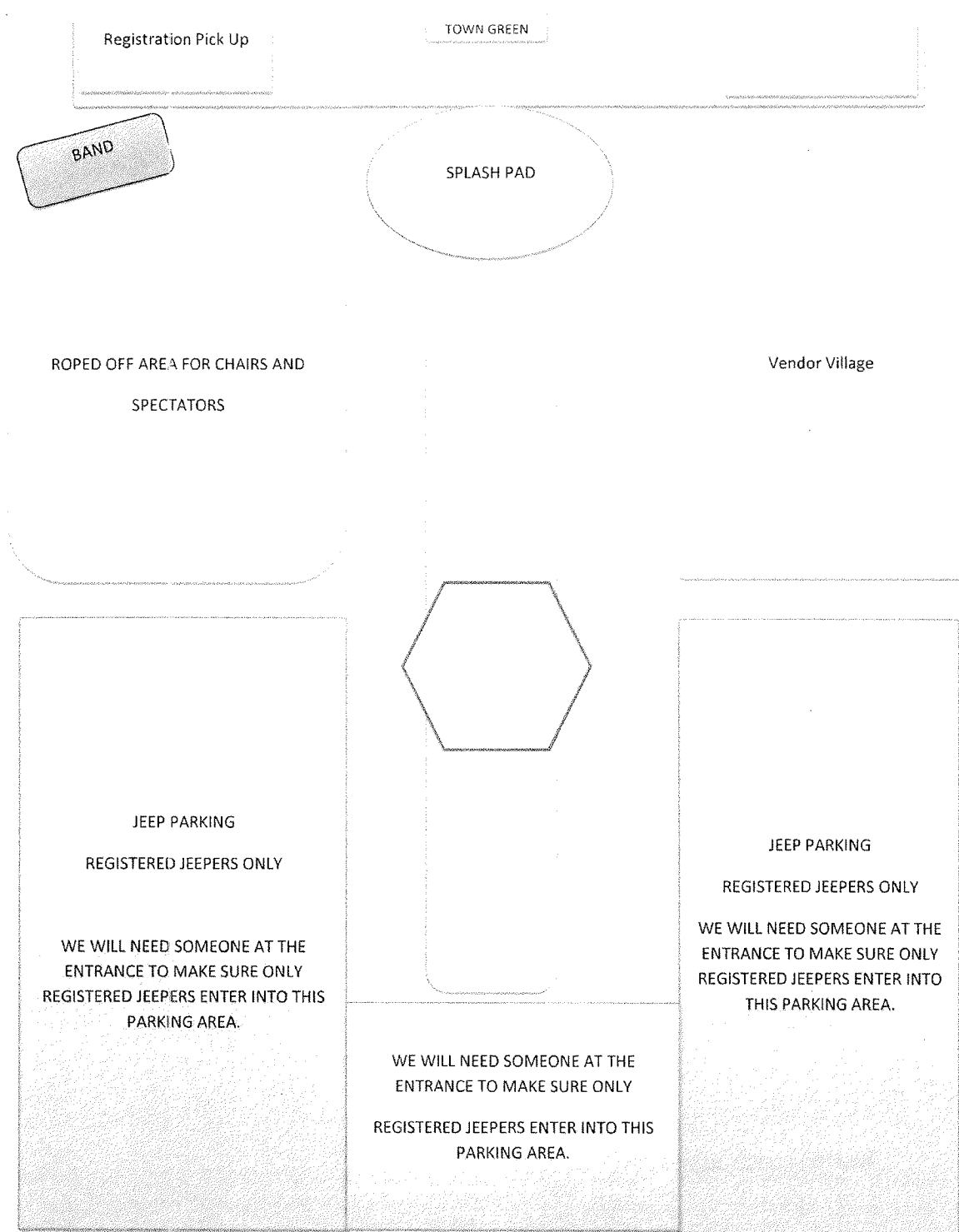
Insurance Approved: \_\_\_\_\_

Board of Aldermen Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Approval/ Denial Mailed: \_\_\_\_\_

ADOPTED: 11.15.11-BOARD ACTION

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CITY OF LONG BEACH  
PARKS AND RECREATION DEPARTMENT  
APPLICATION FOR PERMIT *Bob Paul*  
TOWN GREEN *228.669.7601*

Group / Individual Name (Permit tee):  
*Jennifer Moran Productions, LLC "Jeepin The Coast"*  
Telephone Number: *228-861-9270* or *228-697-9584*  
Street Address: *P.O. Box 2963* Home Work Cell  
City *Gulfport* State *MS* Zip *39505*  
Type of Event:  
Start Time: *5-30-19 - 6-3-19*  
Closing Time: \_\_\_\_\_

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on \_\_\_\_\_  
(Date)

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 *Jennifer Moran* Date: *5-7-19*

Rental Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_  
Deposit Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_  
Clean-up Fee \$ \_\_\_\_\_ 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 IDNEMNTY

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 3<sup>rd</sup> Street, I Jenny Moran, 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 7<sup>th</sup> day of May, 2019

Authorized Signature Jenny Moran

Witness Julie Bradley

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Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to approve the following Preliminary Engineering Services Contract with Pickering Firm, Inc. for the Intersection Improvements at Klondyke Road and Commission Road Project, and authorize the Mayor to execute same:

ESC  
Rev. 08/28/04 (Base)  
Rev. 01/29/18 (This form)

**PRELIMINARY ENGINEERING SERVICES CONTRACT**  
Intersection Improvements at Klondyke Road and Commission Road  
Project Number STP-0295-00(016)LPA/107917-701000  
Harrison County

This CONTRACT, is made and entered into by and between the **City of Long Beach**, a body Politic of the State of Mississippi (the "LPA"), and, **Pickering Firm, Inc.** (the "CONSULTANT"), a corporation, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is **2001 Airport Road, Suite 201, Flowood, MS 39232**. This CONTRACT shall be effective as of the latest date of execution below.

**WITNESSETH:**

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of performing a traffic study of the existing signalized intersection at Klondyke Road and Commission Roads, as provided for in Project Number STP-0295-00(016)LPA/107917-701000, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

**ARTICLE I. GENERAL RECITALS**

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

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The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

### ARTICLE II. SCOPE OF WORK

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

### ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until **December 31, 2020, 12:00 P.M.**, CDT whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

### ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

**The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.**

### ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

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All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

### ARTICLE VI. COMPENSATION, BILLING & AUDIT

#### A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

#### B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

#### C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

#### D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

#### E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

### ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under

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no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

### **ARTICLE VIII. REVIEW OF WORK**

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts, errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach



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including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

### **ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

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In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

### ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

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The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

### ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

### ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

### ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the MDOT or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

### ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or

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all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be subcontracted or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

### ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now

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known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the JPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

### ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOIT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOIT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

*The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.*

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### ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Harrison** County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Harrison** County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

### ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental

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entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

### ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

### ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

### ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

### ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

### ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are 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 LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

### ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms.

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and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA'S intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.



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**ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS**

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

**CITY OF LONG BEACH:**

For Contractual Matters:  
Mayor George L. Bass  
201 Jeff Davis  
Long Beach, MS 39560  
Telephone: 228.863.1556  
Facsimile: 228.865.0822  
Email: [mayor@cityoflongbeachms.com](mailto:mayor@cityoflongbeachms.com)

For Technical Matters:  
Kini A. Gonsoulin  
201 Jeff Davis  
Long Beach, MS 39560  
Telephone: 228.863.1556  
Facsimile: 228.865.0822  
Email: [kini@cityoflongbeachms.com](mailto:kini@cityoflongbeachms.com)

**PICKERING FIRM, INC.:**

For Contractual Matters:  
Richard C. Ferguson, P.E.  
2001 Airport Road, Suite 201  
Flowood, MS 39232  
Telephone: 601.956.3663  
Facsimile: 601.956.7817  
Email: [rferguson@pickeringfirm.com](mailto:rferguson@pickeringfirm.com)

For Technical Matters:  
Andy Phelan, P.E.  
126 Rue Magnolia  
Biloxi, MS 39530  
Telephone: 228.432.5925  
Facsimile: 228.432.5928  
Email: [aphelan@pickeringfirm.com](mailto:aphelan@pickeringfirm.com)

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Engineers/Architect's and Surveyors

P.E. #19480

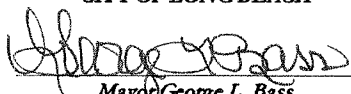
**Minutes of May 21, 2019  
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**ARTICLE XXVI. AUTHORIZATION**

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 21<sup>st</sup> day of May, 2019.

**CITY OF LONG BEACH**

  
\_\_\_\_\_  
**Mayor George L. Bass**

WITNESS this my signature in execution hereof, this the 6<sup>th</sup> day of May, 2019.

**PICKERING FIRM, INC.**

  
\_\_\_\_\_  
**Rick Ferguson, P.E.**

ATTEST: 

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

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**LIST OF EXHIBITS**

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

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**EXHIBIT 1**

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}

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Mayor and Board of Aldermen**

**CERTIFIED COPY OF RESOLUTION ADOPTED  
AT A REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF PICKERING, INC.  
April 18, 2016**

I, Catherine A. Crawford, hereby certify that I am duly elected and qualified Secretary of Pickering, Inc. (the "Corporation"); that the following resolution was adopted in accordance with the By-Laws of the Corporation and the laws of the State of Tennessee at a regular meeting of the Board of Directors of the Corporation duly called, held and convened on the 18<sup>th</sup> day of April, 2016, a quorum of the Directors being present and acting throughout the entire meeting; and that said resolution is now in full force and effect:

WHEREAS, the Corporation is desirous of entering into Engineering Agreements and/or amendments and modifications thereto ("Agreements") with the Mississippi Department of Transportation from time to time for the performance of certain professional engineering services, either directly or through its wholly owned subsidiary Pickering Firm, Inc.; and

WHEREAS, the Mississippi Department of Transportation requires a Special Resolution of the Board of Directors authorizing (1) the Corporation to enter into aforesaid Agreements and (2) empowering specific corporate officers to execute aforesaid Agreements;

RESOLVED, that the Corporation be and is hereby authorized to enter into aforesaid Agreements and that Michael E. Pohlman, President, Pickering, Inc. and Nat Whitten, Principal, Pickering, Inc., Curt Craig, Principal, Pickering, Inc. and Rick Ferguson, Principal, Pickering, Inc. be and are hereby empowered to execute said Agreements on behalf of the Corporation or its subsidiary companies (Pickering Firm, Inc., Pickering Builders, Inc., etc.).

IN WITNESS WHEREOF, I hereunto subscribe my name as Secretary this 18<sup>th</sup> day of April, 2016

  
Catherine A. Crawford  
Secretary

  
Attest

## Minutes of May 21, 2019 Mayor and Board of Aldermen

### EXHIBIT 2

#### SCOPE OF WORK

##### DESCRIPTION OF PROJECT:

The CONSULTANT shall provide all necessary professional services required to complete a traffic study on the existing signalized intersection of Klondyke and Commission Roads to determine the required necessary improvements to the existing signalized intersection. A feasibility study will also be conducted to determine if the installation of a roundabout will improve the intersection of Klondyke Road and Commission Road.

The City of Long Beach (LPA) will determine based on the results of the traffic study and the roundabout feasibility study the proposed improvements to the existing signalized intersection.

The following engineering services shown below in the services to be provided by the Consultant section shall be performed by the CONSULTANT on behalf of the LPA in accordance with this CONTRACT at the direction of the LPA.

A project schedule is required. Work progression is to proceed in accordance with the attached agreed project schedule. The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this contract. Where this CONTRACT and the PDM defer, the PDM shall govern.

A monthly status report along with an updated project schedule is required. This report is to be submitted by the 7<sup>th</sup> of each month to the LPA for their signature and then submitted to the District LPA Engineer. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

##### SERVICES TO BE PROVIDED BY THE CONSULTANT:

Services to be provided include professional civil engineering services necessary to determine the most cost effective solution to improve the intersection of Klondyke Road and Commission Road in the LPA.

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and adopted by the Mississippi Department of Transportation (MDOT) and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by the MDOT during the course of this CONTRACT.

The design of roadways shall be in compliance with the MDOT Roadway Design Manual, and supplemented with updated design policies as described in design memos located on the MDOT Roadway Design Division's File Transfer Protocol (FTP) site, American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design Of Highways and Streets; MDOT Standard Drawings (roadway and bridge); MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; Manual on Uniform Traffic Control Devices (MUTCD); MDOT Access Management Policy; and MDOT Survey Manual. The latest edition of the aforementioned documents shall be used.

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Hydraulic design shall conform to the MDOT's Roadway Design Manual, 23 CFR 625, 630 AND 650, 44 CFR Part 60.3(d)(3), the Floodplain Management Regulations for the State of Mississippi (Chapter 5, General laws of 1979, 1st Extraordinary session of the State, as amended) and Federal Emergency Management Agency (FEMA) regulations and any other State or Federal regulations as appropriate.

This project shall be performed using English units, unless stated otherwise by the MDOT.

It is the responsibility of the CONSULTANT to request and receive approval from the LPA's Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants.

### **DETAILED DESCRIPTION OF THE SCOPE OF WORK:**

The CONSULTANT shall perform all the following services for each Task unless specifically stated otherwise:

#### **Task I – Traffic Study**

The CONSULTANT will obtain traffic volume and turning movement counts in fifteen (15) minute intervals at the intersection of Klondyke Road and Commission Road. The counts will last twelve (12) hours from 7:00 A.M. to 7:00 P.M. on a Tuesday, Wednesday or Thursday. The counts will be split into automobiles, truck, and pedestrian volumes. The number and arrangement of lanes including storage lengths and spacing of driveways at the study intersection will be determined.

Based on the data collected, the CONSULTANT shall establish existing A.M. and P.M. peak hours at the intersection. The CONSULTANT will develop automobile, truck, pedestrian, and bicyclists volumes for the intersection. The traffic analysis model will be used to determine the existing peak hour traffic operations and the existing peak hour levels of service at the study intersection.

The CONSULTANT will determine the quality of the base year traffic forecasts in the Gulf Regional Planning Commission Model by comparing the results of the travel demand model traffic assignment to current daily traffic counts. The CONSULTANT will be responsible for processing the assignments, balancing volumes and developing peak hour counts. The CONSULTANT will develop automobile, truck, pedestrian, and bicyclists volumes for the intersection for the Future Year. Future year will be 20 years from the determined current year. Design hour volumes (A.M. and P.M.) will developed at the intersection.

Using the design hour traffic volumes developed, the CONSULTANT will conduct an operational analysis for the intersection in order to determine peak hour levels of service.

The CONSULTANT shall develop mitigation measures to improve the capacity of the existing intersection.

The CONSULTANT shall prepare a conceptual cost estimate of the required improvements to the existing intersection as determined by the traffic study.

The traffic study will be summarized in a written report provided by the CONSULTANT. A draft report will be submitted electronically to MDOT for comment and review prior to the submittal of a final report.

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### Task II – Roundabout Feasibility Study

The CONSULTANT shall determine the feasibility of using a roundabout at the intersection of Klondyke Road and Commission Road. The CONSULTANT shall follow the guidelines of NCHRP Report 672 when determining the feasibility of a roundabout at the intersection.

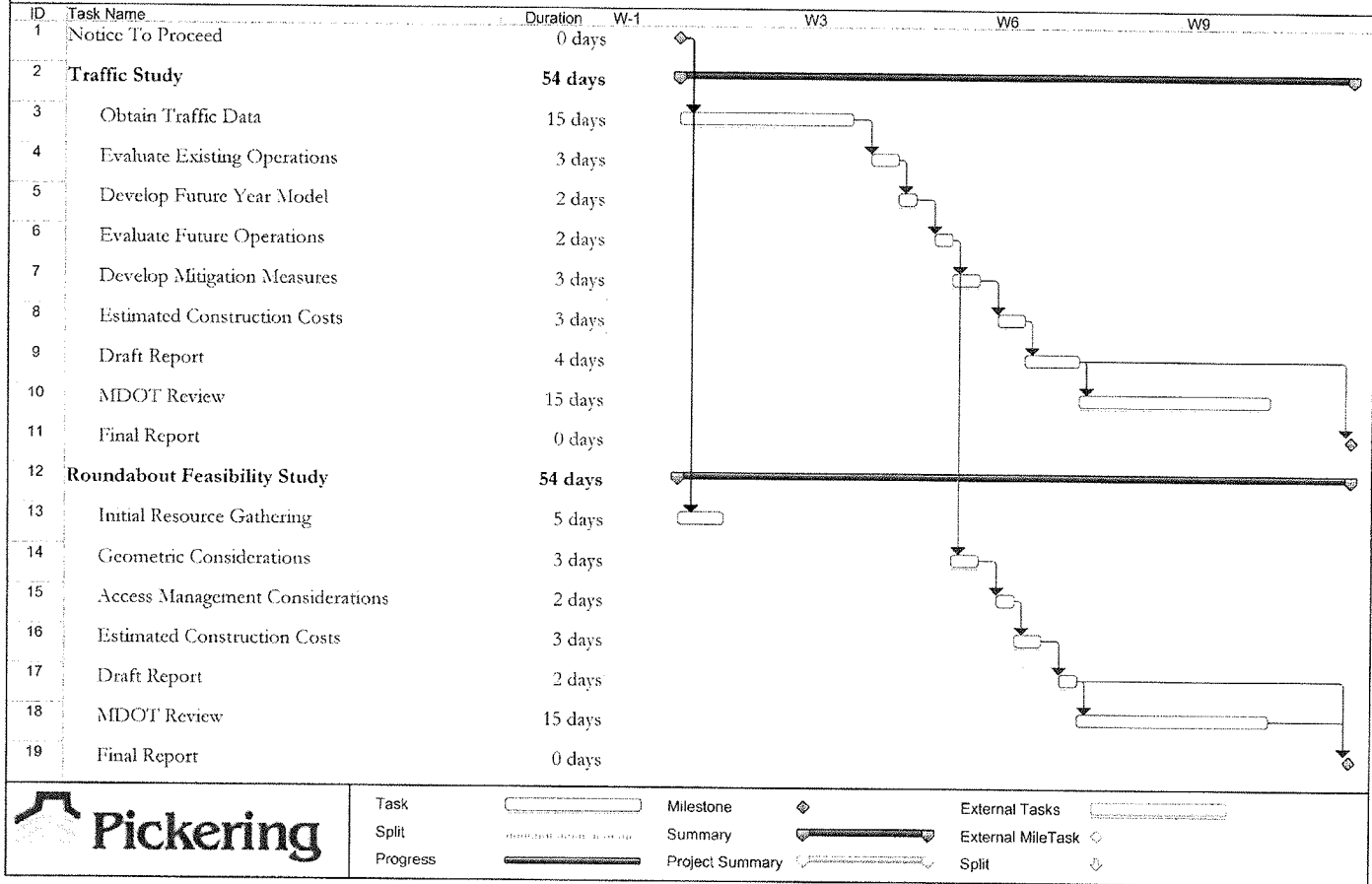
The CONSULTANT shall prepare a conceptual cost estimate of the proposed roundabout as determined by the roundabout feasibility study.

The roundabout feasibility study will be summarized in a written report provided by the CONSULTANT. A draft report will be submitted electronically to MDOT for comment and review prior to the submittal of a final report.

Once the proposed improvements to the intersection are decided by the LPA, the LPA may negotiate a **Supplemental Agreement** with the CONSULTANT for the engineering design, plans and specifications for the proposed improvements.



**ATTACHMENT A  
ESTIMATED PROJECT SCHEDULE  
PROJECT NO. STP-0295-00(016)LPA/107917-701000  
CITY OF LONG BEACH**







## Minutes of May 21, 2019 Mayor and Board of Aldermen

### EXHIBIT 3

#### FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of \$28,573.94 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

#### SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

##### **Direct Salaries:**

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

##### **Payroll Additive & Overhead:**

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

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Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

**Direct Costs:**

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

**Fixed Fee:**

The CONSULTANT'S fixed fee shall be **\$2,945.73**, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

**Contract Maximums:**

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$28,573.94** (Total of all Charges) without the prior written consent of both parties.

### FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
<b>Project Total</b>	\$24,564.21	\$1,064.00	\$2,945.73	\$0.00	\$28,573.94

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EXHIBIT 4  
SAMPLE CSU-001 - COST PLUS FIXED FEE

REV 4/01/2016

LEA CSU 001 For LEA's: \_\_\_\_\_

Date Proposed January 0, 1900 \_\_\_\_\_ P.O. No. 5941 \_\_\_\_\_  
 Vendor Number 31000000000 \_\_\_\_\_ Invoice Number: \_\_\_\_\_  
 Project No. \_\_\_\_\_ MDOT Project Number \_\_\_\_\_ Sheet No. \_\_\_\_\_

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
 MDOT REVENUE ESTIMATE - R/C/AP SHEET

County: \_\_\_\_\_ State: \_\_\_\_\_  
 City: \_\_\_\_\_ Address: \_\_\_\_\_  
 Zip: \_\_\_\_\_

Contract No. \_\_\_\_\_ January 0, 1900 \_\_\_\_\_ January 0, 1900 \_\_\_\_\_ Document No. \_\_\_\_\_  
 Est. No. \_\_\_\_\_

Line Item	U/A	Item Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	000001	000000	0	0	0	0.00	0.00	0.00
Total						0.00	0.00	0.00
Total All Work Done						0.00	0.00	0.00
<b>Total Net Work Done</b>						<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Quantities Checked _____ Original Signed _____ COMM000005 _____ Project Engineer LPA Official _____ Approved By: _____ Consultant Services Unit Engineer - Scot Ehriggett, P. E.								
% Matching Funds Deduction for LEA 0.000000% 001 00000 0 0 0 0.00 0.00 0.00								
<b>THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LEA HAS SUBMITTED ALL REQUIRED DATA BY THE LEA MANUAL FOR PAYMENT</b>								

CONTRACT NOT TO EXCEED AMOUNT \$0.00  
 AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES AND FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENT (\$0.00)

NTP Date: January 0, 1900  
 Termination Date: January 0, 1900

TOTAL Net Amount Owed to the LEA 0.00

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**EXHIBIT 4**

**SAMPLE INVOICE – COST PLUS FIXED FEE**

LOCAL PUBLIC AGENCY  
 ADDRESS  
 CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000

PERIOD \_\_\_\_\_, 20\_\_ THROUGH \_\_\_\_\_, 20\_\_

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED \_\_\_\_\_, 20\_\_, AS RELATES TO

PROJECT NO. \_\_\_\_\_ IN \_\_\_\_\_ COUNTY, HIGHWAY \_\_\_\_\_

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NUMBER 000-000000

REPORT NUMBER: 000 through 000

FMS NUMBER 000000-00000001,PA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE _____
DIRECT SALARIES	S	S	S
PAYROLL ADDITIVE (less FCCM)	S	S	S
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	S	S	S
PAYROLL ADDITIVE w/ FCCM only	S	S	S
** DIRECT COSTS	S	S	S
PROJECT TOTAL	S	S	S
AMOUNT DUE THIS INVOICE:	S	S	S

NOTE:

1. \* PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. \*\* DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

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SUPPORTING DATA

Project No. 00-0000-00-000-00  
County \_\_\_\_\_

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	0.0	0.00	0.00	0.00
<b>Sub Total</b>			0.0	0.00	0.00	0.00
Payroll Additives				0.00	0.00	0.00
<b>Total Labor</b>				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				0.00	0.00	0.00
<b>Project Total</b>				0.00	0.00	0.00



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**EXHIBIT 5**

**NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI  
OF THE CIVIL RIGHTS ACT OF 1964**

**COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND  
SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION  
ACT, and WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

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shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this CONTRACT or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

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EXHIBIT 6

**CERTIFICATION REGARDING DEBARMENT,  
 SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
 RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53,  
 No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
  - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
- (f) No 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 Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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.
  - (g) 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 Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

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I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the SERVICES of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 6<sup>th</sup> day of May, 2019.

**PICKERING FIRM, INC.**

*Rick Ferguson*  
**Rick Ferguson P.E.**

ATTEST: \_\_\_\_\_



*Patricia Joiner*  
Notary

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

**EXHIBIT 7**

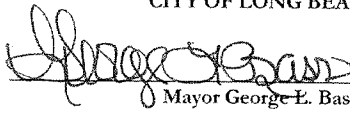
**CERTIFICATION OF THE LPA**

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the 21<sup>st</sup> day of May, 2019

**CITY OF LONG BEACH**



\_\_\_\_\_  
Mayor George E. Bass

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

EXHIBIT 8

{Intentionally Left Blank}

# Minutes of May 21, 2019 Mayor and Board of Aldermen

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603,100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

132238

EEV\* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: Rick Ferguson 5/6/19  
 Authorized Officer or Agent Date

Rick Ferguson Principal  
 Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 6<sup>th</sup> day of May, 2019.



Patricia Joiner  
 NOTARY PUBLIC  
 My Commission Expires: 9-3-19

\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U.S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Minutes of May 21, 2019  
 Mayor and Board of Aldermen

Summary Intersection Improvements at Klondyke Road and Commission Road City of Long Beach Project Number STP-0295-00(016)LPA/107917-701000 Pickering Firm, Inc. 5/6/2019										
Task	Man-Hours	Sub-Contractors Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost	Total Cost
Traffic Study	108	\$0.00	\$4,360.00	\$9,157.85	\$0.21	\$13,727.06	\$952.00	\$7,046.14	\$16,325.20	\$16,325.20
Roundabout Feasibility Study	84	\$0.00	\$1,600.00	\$7,229.88	\$7.27	\$10,837.15	\$112.00	\$1,299.59	\$12,248.74	\$12,248.74
<b>Total</b>	<b>192</b>	<b>\$0.00</b>	<b>\$8,160.00</b>	<b>\$16,387.73</b>	<b>\$16.48</b>	<b>\$24,564.21</b>	<b>\$1,064.00</b>	<b>\$2,945.73</b>	<b>\$28,573.94</b>	<b>\$28,573.94</b>

Grand Total \$28,573.94



<p align="center"><b>Traffic Study</b>                      Intersection Improvements at Klondyke Road and Commission Road                      City of Long Beach                      Project Number STP-0295-00(016)LPA/107917-701000                      Pickering Firm, Inc.                      5/6/2019</p>								
MDOT Process	Description	Item	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
<b>Traffic Study</b>								
	Create Existing Volume Figures				8			8
	Analyze Existing Traffic Level Of Service				8			8
	Develop Future Traffic from MPO Model				16			16
	Create Future Volume Figures				8			8
	Analyze Future Traffic Level Of Service				8			8
	Develop Mitigation Measures				8			8
	Conceptual Cost Estimate				8			8
	Draft Report				24			24
	Final Report				8			8
	<b>QA/QC</b>		4					4
	<b>Project Management</b>		8					8
	Total Hours		12	0	96	0	0	108
	Raw Labor Rates		\$60.00	\$60.00	\$40.00	\$35.00	\$30.00	
	Labor Cost		\$720.00	\$0.00	\$3,840.00	\$0.00	\$0.00	\$4,560.00
				Overhead	%	200.83%		\$9,157.85
				Fixed Fee	%	12.00%		\$1,646.14
				FCCM Overhead	%	0.202%		\$9.21
	<b>Direct Costs:</b>		<b>Quantity</b>		<b>Unit</b>	<b>Unit Price<sup>1</sup></b>		<b>Amount</b>
			Prints	100	Each	\$0.25		\$25.00
			Mileage	150	Miles	\$0.58		\$87.00
			Meals		Days	\$41.00		\$0.00
			Lodging		Days	\$94.00		\$0.00

Minutes of May 21, 2019  
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Traffic Counts (See Attached)	1	Each	\$840.00	\$840.00
† See State Travel Handbook				
<b>Prime Total</b>				\$952.00
			<b>Total Direct Costs:</b>	<b>\$16,325.20</b>

<p align="center"><b>Roundabout Feasibility Study</b>                      Intersection Improvements at Klondyke Road and Commission Road                      City of Long Beach                      Project Number STP-0295-00(016)LPA/107917-701000                      Pickering Firm, Inc.                      5/6/2019</p>								
MDOT Process	Description	Item	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
<b>Roundabout Feasibility Study</b>								
	Initial Resource Gathering				8			8
	Geometric Considerations				16			16
	Access Management Considerations				16			16
	Conceptual Cost Estimate				8			8
	Draft Report				16			16
	Final Report				8			8
	QA/QC		4					4
	Project Management		8					8
	Total Hours		12	0	72	0	0	84
	Raw Labor Rates		\$60.00	\$60.00	\$40.00	\$35.00	\$30.00	
	Labor Cost		\$720.00	\$0.00	\$2,880.00	\$0.00	\$0.00	\$3,600.00
				Overhead	%	200.83%		\$7,229.88
				Fixed Fee	%	12.00%		\$1,299.59
				FCCM Overhead	%	0.202%		\$7.27
	<b>Direct Costs:</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price<sup>1</sup></b>	<b>Amount</b>			
	Prints	100	Each	\$0.25	\$25.00			
	Mileage	150	Miles	\$0.58	\$87.00			
	Meals	0	Days	\$41.00	\$0.00			
	Lodging	0	Days	\$94.00	\$0.00			
				<sup>1</sup> See State Travel Handbook				
				Total Direct Costs:				\$112.00
				<b>Prime Total</b>				<b>\$12,248.74</b>

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Southern Traffic Services, Inc.

2911 Westfield Road  
Phone: 800-786-3374

Gulf Breeze, FL 32563  
Fax: 850-934-0373

April 8, 2019

Rick Ferguson, PE  
Pickering Firm, Inc.  
2001 Airport Rd, Suite 201  
Flowood, MS 39232

RE: Cost Proposal for Traffic Counts in Long Beach, Mississippi

Mr. Ferguson:

The total fee for collecting the requested count will be \$840.00.

1- 12 hour Turning Movement Count (7AM-7PM)  
Commission Rd @ Klondyke Rd

Thank you for considering Southern Traffic Services, Inc. for your data collection needs. If you need any additional information, please don't hesitate to contact me at 850-934-5732 ext. 103.

Brandi Smith  
Project Manager

\*\*\*\*\*

Minutes of May 21, 2019  
Mayor and Board of Aldermen

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to table a request from Carnival Association of Long Beach waiving of rental fees, until the June 4, 2019 meeting of the Mayor and Board of Aldermen.

\*\*\*\*\*

Alderman Griffin made motion seconded by Alderman Parker and unanimously carried to authorize the Mayor to execute the following documents in the State Bond Advisory Packet for Cemetery Funding:

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.

Bond Advisory Division  
Post Office Box 267  
Jackson, Mississippi 39205

Re: Declaration of necessity to issue bonds

Dear Bond Advisory Director:

Section 35 of Senate Bill 3065, 2019 Regular Legislative Session (hereinafter "the Project"), authorizes the issuance of \$100,000 in State general obligation bonds to provide funds to assist the City of Long Beach, Mississippi, in paying the costs associated with the Project.

By this letter, we are declaring the necessity to issue these bonds and thus request that you include \$100,000 in the Department of Finance and Administration's (DFA) resolution for the fall bond sale. Additionally, enclosed is a resolution adopted by the City of Long Beach, Mississippi and a completed W-9 form.

We understand that once the bonds are issued and proceeds are available, we will submit a letter requesting the transfer of the proceeds. We further understand that we will execute a MOU between us and the DFA detailing certain requirements.

Should you need additional information, please feel free to contact Kini Gonsoulin, Finance Officer by phone at 228-863-1556 or by email at [kini@cityoflongbeachms.com](mailto:kini@cityoflongbeachms.com).

Sincerely,

George L. Bass  
Mayor

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**



**MISSISSIPPI DEPARTMENT OF FINANCE AND  
ADMINISTRATION**

DATE: 05/13/2019

PROJECT NAME: Cemetery Improvements

MAILING ADDRESS: P.O. Box 929

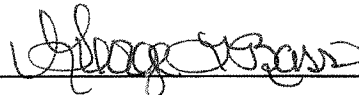
Long Beach, MS 39560



**CONTACT UPDATE LIST**

**PROVIDE 3 FORMS OF CONTACT INCLUDING: EMAIL ADDRESS AND PHONE NUMBER  
FOR EACH PERSON  
(BE SURE TO UPDATE THIS FORM EACH TIME YOU HAVE CHANGES IN PERSONNEL)**

Name	Phone Number	Email Address
Kini Gonsoulin	(228) 863-1556	kini@cityoflongbeachms.com
Stacey Dahl	(228) 863-1556	stacey@cityoflongbeachms.com
George Bass	(228) 863-1556	mayor@cityoflongbeachms.com

  
 \_\_\_\_\_  
 AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY  
 COMPLIANCE OFFICER  
 INITIAL \_\_\_\_\_

Minutes of May 21, 2019  
Mayor and Board of Aldermen



STATE OF MISSISSIPPI  
GOVERNOR PHIL BRYANT

DEPARTMENT OF FINANCE AND ADMINISTRATION  
LAURA D. JACKSON  
EXECUTIVE DIRECTOR

Please provide the following information in the space provided and return this form along with the requested information to the Bond Advisory Division of the Department of Finance and Administration no later than May 31, 2019.

**Company Information:**

Legal Name of Organization: City of Long Beach  
DBA Name of Organization (if applicable): \_\_\_\_\_  
Form of Organization (ex. 501(c)(3), governmental, etc.): Municipality  
Governing Authority (ex. board of supervisors): Board of Aldermen

**Primary Contact:**

Name: Kini Gonsoulin  
Job Title: Finance Officer  
Mailing Address: P.O. Box 929  
Long Beach, MS 39560  
Phone Number: 228-863-1556  
Email: Kini@cityoflongbeachms.com

**Secondary Contact:**

Name: Stacey Dahl  
Job Title: City Clerk  
Mailing Address: P.O. Box 929  
Long Beach, MS 39560  
Phone Number: 228-863-1556  
Email: Stacey@cityoflongbeachms.com

**Project Information:**

Location of Project (i.e. Address and/or parcel #):  
City Cemetery at corner of Girard Avenue and Railroad Street  
Legal Owner of Property: City of Long Beach  
Start Date of Project (actual or projected): 07/01/2019  
Completion Date of Project (actual or projected): 06/30/2020  
Estimated Useful Life of Completed Asset: 15 years

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

**Project Information (continued)**

**Project Description: (Attach additional pages if necessary.)**

Survey Property  
 Remove trees & clean fence line  
 Possibly replace some fencing (depending on condition after cleaning)  
 Demolish dilapidated storage shed  
 Construct funeral pavilion  
 Erect lighted flag pole

**Private Activity Use Test:**

- Is the project being funded by State bond proceeds going to be used for public use?  Yes  No
- Will any of the State bond proceeds be used for any private business use?  Yes  No
- Will the payment of the principal of, or the interest on the State bond proceeds either directly or indirectly:
- (A) be secured by an interest in:
- (i) the property used or to be used for a private business use?  Yes  No
- (ii) payments in respect of such property?  Yes  No
- OR--
- (B) be derived from payments in respect of property, or borrowed money, used or to be used for a private business use?  Yes  No
- Will the State bond proceeds be used (directly or indirectly) to make or finance loans to persons other than governmental units?  Yes  No

**NOTE:** For the purposes of this form, and the section titled "Private Activity Use Test", all terms will be construed to have the same meaning as defined in 26 U.S. Code § 141, et. seq. (Subpart A - Private Activity Bonds).





**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

**Project Information (Continued)**

**Expense Reimbursement and Recurring Expenses:**

Will any project expenses be incurred prior to the receipt of these State bond proceeds?

Yes  No

If yes, will the State bond proceeds be used to pay for project expenses that were incurred prior to the receipt of the State bond proceeds?  Yes  No

If yes, have you previously obtained a Declaration of Intent to Issue the Bonds from the State Bond Commission?  Yes  No

If yes, provide the date of such Declaration of Intent \_\_\_\_\_.

Will any of the State bond proceeds be used to pay recurring operational expenses (ex. salaries)?  Yes  No

**NOTE: The information requested above is basic project information that will be compiled for further review by the State of Mississippi's Bond Commission members and their respective staffs. Commission members may request additional information at any time throughout the pre-issuance and post-issuance process. When such information is requested, your organization will be expected to provide the information in a manner that is timely and satisfactory to the Commission.**

**The submission of this project information should not be construed as approval of the State bond funds. The State Bond Commission must approve all funding before State bonds will become available. It is strongly advised that no reliance should be made on the receipt of State bonds until the Bond Commission has approved the bond funding during a public meeting.**

(Remainder of page left blank intentionally.)

# Minutes of May 21, 2019 Mayor and Board of Aldermen

Under penalty of perjury, I, the undersigned authority, swear and affirm that the above information is true and correct to the best of my knowledge.

*George L. Bass*  
Signature of Applicant

George L. Bass  
Printed Name

Mayor  
Title

5/21/19  
Date

Sworn to and subscribed before me this 21<sup>st</sup> day of May, 2019.

State of Mississippi  
County of: Harrison

Notary Public Stacey Dahl  
My Commission Expires: 12/5/19



Page 5 of 5

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

**RESOLUTION OF THE CITY OF LONG BEACH, MISSISSIPPI  
REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION  
TO ADOPT A RESOLUTION TO DECLARE THE NECESSITY FOR THE  
ISSUANCE OF STATE GENERAL OBLIGATION BONDS**

WHEREAS, the City of Long Beach has undertaken a project as defined in Section 35 of Senate Bill 3065, 2019 Regular Legislative Session (hereinafter "the Project") with the anticipated complete date in June 2020; and,

WHEREAS, during the 2019 Regular Legislative Session, Senate Bill 3065 was approved and Sent to the Governor; and,

WHEREAS, within Senate Bill 3065, which authorizes the issuance of State General Obligation Funds, there is a provision to authorize the issuance of \$100,000 in State General Obligation Bonds to provide funds to assist the City of Long Beach, Mississippi with the Project; and,

WHEREAS, the City of Long Beach, Mississippi has determined that it is now necessary to request that these bonds be issued and the proceeds thereof be distributed to the City of Long Beach.

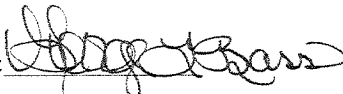
NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LONG BEACH, MISSISSIPPI that pursuant to Senate Bill 3065 of the 2019 Regular Legislative Session, the Department of Finance and Administration will adopt a resolution to be presented to the State Bond Commission declaring the necessity for the issuance of \$100,000 in General Obligation Bonds for the City of Long Beach, Mississippi to assist the Project; and,

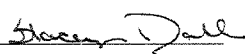
BE IT FURTHER RESOLVED that the purpose for these bonds is to assist the City of Long Beach, Mississippi with the Project; and,

BE IT FURTHER RESOLVED that the Mayor of the City of Long Beach, Mississippi is hereby authorized to represent the City of Long Beach, Mississippi in all dealings with the Department of Finance and Administration and/or the state Bond Commission and to assist in the issuance of these bonds in any manner, that is required.

SO RESOLVED, this the 21<sup>st</sup> day of May, 2019.

City of Long Beach

BY:   
George L. Bass, Mayor

ATTEST:  
  
Title: City Clerk

\*\*\*\*\*

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

City Attorney Jim Simpson apprised the Mayor and Board that he had received franchise agreements from C Spire and Southern Light. He recommended the agreements be as similar as possible since both companies are offering the same product. It was the consensus of the board to direct Mr. Simpson to make both agreements mirror each other and present them at the next regular meeting.

\*\*\*\*\*

There came on for discussion Food Trucks, whereupon the Board recognized Mr. Brandon Atwell, owner of Murky Waters. Upon continued discussion, Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to set a work session to discuss Food Trucks at 5:00 p.m. on Tuesday, June 11, 2019.

\*\*\*\*\*

Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to take the Tax Abatement Ordinance under advisement until a later date.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Memorandum of Agreement Between the City of Long Beach, Mississippi, The City of Pass Christian, Mississippi and Harrison County, Mississippi for Initial Project Program Development for the Beatline Parkway Project, and authorize the Mayor to execute same:

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

**STATE OF MISSISSIPPI  
COUNTY OF HARRISON**

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LONG BEACH,  
MISSISSIPPI, THE CITY OF PASS CHRISTIAN, MISSISSIPPI AND  
HARRISON COUNTY, MISSISSIPPI FOR INITIAL PROJECT PROGRAM  
DEVELOPMENT FOR THE BEATLINE PARKWAY PROJECT**

**THIS AGREEMENT** is entered into on the effective date hereinafter set forth by and between the CITY OF LONG BEACH, MISSISSIPPI, a political subdivision and municipal corporation organized and existing pursuant to the laws of the State of Mississippi, ("Long Beach"), the CITY OF PASS CHRISTIAN, MISSISSIPPI, a political subdivision and municipal corporation organized and existing pursuant to the laws of the State of Mississippi, ("Pass Christian"), and HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors, a political subdivision of the State of Mississippi, ("Harrison County").

**WHEREAS**, the citizens of Harrison County, Mississippi, including its municipalities, have, from time to time, expressed a desire to share/combine governmental operations to insure greater efficiency to residents of the County; and

**WHEREAS**, Long Beach, by and through its Mayor and Board of Aldermen, Pass Christian, by and through its Mayor and Board of Aldermen, and Harrison County desire to continue to work together to design and construct a four (4) lane boulevard, including left and right turning lanes as well as curbs and gutters, extending from the existing U.S. Interstate 10 south to Mississippi Highway 90, (the "Beatline Parkway Project"). A map depicting the Project is attached hereto as Exhibit "A"; and

**WHEREAS**, Long Beach, Pass Christian and Harrison County desire to enter into a Memorandum of Agreement with regard to the Beatline Parkway Project; and

**WHEREAS**, the purpose of the Agreement is to provide for the initial planning for the development, funding, acquisition of requisite rights-of-way and construction of the Beatline Parkway Project during the term hereof and under the conditions as more specifically set forth herein this Agreement; and

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

**WHEREAS**, there will be no separate or legal administrative entity created hereby, but the purpose of this Agreement shall be that the governing authorities of Long Beach, Pass Christian, and Harrison County shall cooperate together within and under the terms of this Agreement to achieve completion of the Beatline Parkway Project at minimum cost to the taxpayers of Long Beach, Pass Christian and Harrison County.

**NOW, THEREFORE, FOR AND IN CONDESRATION** of the mutual benefits and advantages each to the other, the parties hereby acting by and through their respective Governing Authorities, agree as follows:

**SECTION I. Term, Termination and Amendment.**

**(A) Term.** This Agreement shall be in full force and effect for a period of four (4) years commencing on the last date of approval of the Agreement by Resolution by Long Beach, Pass Christian and Harrison County. Long Beach Pass Christian acknowledge and understand that this Agreement is subject to approval and/or cancellation on or after January 6, 2020, by the County as the current Board of Supervisors cannot legally bind the County to a contract beyond its term of office. This Agreement may be renewed upon such terms and conditions as are then agreed in writing by the parties. The Cities and the County shall notify each other, no later than thirty (30) days prior to the 1<sup>st</sup> day of May, 2023, that they intend to renew or reject the Agreement for another period of time to be agreed upon but in no event shall any renewal term exceed each governing Board's term of office.

**(B) Termination.**

**(i) By Consent.** This Agreement may be terminated by the mutual agreement of the parties upon thirty (30) days written notice to the Mayor of each respective City and the President of the Board of Supervisors.

**(ii) By Notice.** This Agreement may be terminated by a party upon six (6) months written notice to the non-terminating parties.

## Minutes of May 21, 2019 Mayor and Board of Aldermen

(C) **Amendment.** This Agreement may be amended upon the written agreement of all parties and shall become enforceable on the last date of approval of the amendment by Resolution of Long Beach, Pass Christian and Harrison County.

(D) **Authority.** Action taken under this section shall be by Resolution in the same procedural manner for each Governing Authority as required for adoption of this Agreement. The cities shall act according to law by and through the respective Mayors and Boards of Aldermen and Harrison County shall act according to law by and through its Board of Supervisors.

### **SECTION II. Administration and Administrative Entity Provisions.**

This Agreement will be administered in accordance with the terms and conditions set forth herein by the designated representative of Long Beach, under the direction of the Mayor and Board of Aldermen for the City, the designated representative of Pass Christian, under the direction of the Mayor and Board of Aldermen for the City, and the designated representative of Harrison County, under the direction of the Harrison County Board of Supervisors. No separate legal or administrative agency will be created by this Agreement.

### **SECTION III. Purpose and Statutory Authorities.**

The purpose of this Agreement is to provide for the initial planning for the development, funding, acquisition of requisite rights-of-way and construction of the Beatline Parkway Project, a portion of which is located in Long Beach, a portion of which is located in Pass Christian, and all of which is located in Harrison County. The Project shall be a limited access state highway designed and constructed with four (4) lanes, left and right turning lanes, and divided by a raised boulevard, including curbs and gutters. The specific authority under which Long Beach and Pass Christian may exercise the powers necessary to fulfill their respective obligations under this Agreement is found in Miss. Code Ann. §21-37-3 (1972), as amended. The specific authority under which Harrison County may exercise the powers necessary to fulfill its obligations under this Agreement is found in Miss. Code Ann. §19-3-41 (1972), as amended. It is expressly understood and agreed that the obligations of Long Beach and Pass Christian shall be limited to the jurisdiction of each respectively.



**Minutes of May 21, 2019**  
**Mayor and Board of Aldermen**

Any liabilities or claims arising out of and during the performance of this Agreement and/or the Project against the parties hereto or either of the same will be determined according to applicable laws including, but not limited to Miss. Code Ann. §11-46-1 (1972), as amended.

**SECTION IV. Real and Personal Property.**

(A) The project will ultimately involve acquisition of temporary construction rights-of-way and permanent roadway easements and rights-of-way. There shall be no jointly held property. The rights-of-way and easements obtained shall be owned by the City or the County in which the property is located. All roadway easements and rights-of-way obtained for the project will be transferred to the Mississippi Department of Transportation upon completion of the Project.

(B) It is not the intent of this Agreement that title to any real or personal property be transferred between the parties in order to implement this Agreement. Any transfer of real property interests between the parties shall be by agreement separate and apart from this Agreement.

**SECTION V. Financing.**

The parties may each finance the performance of their individual duties under this Agreement by any means lawfully available to them. Consequently, no financing, staffing, supplying or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this agreement and no funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer needs to be identified.

**SECTION VI. Joint Board Provisions.**

The terms and provisions of this Agreement do not require the establishment of a joint board.

**SECTION VII. Severability.**

In the event any provision or part of this Agreement shall be rendered or determined to be legally unenforceable, without legal authority, or in violation of any law or court decision, such provision or part shall be severed herefrom, and all remaining provisions and parts shall continue in full force and effect.

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

**SECTION VIII. Captions.**

The captions (titles or headings) of each section or subsection hereof are included for identification purposes only and shall not control the context or interpretation of the section or subsection that it identifies.

**SECTION IX. Counterparts.**

This Agreement may be executed in more than one (1) counterpart, each of which shall constitute an original.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**


IN WITNESS WHEREOF, I as Mayor of the City of Long Beach, Mississippi, the officer duly authorized in the premises by Resolution of the Board of Aldermen of the City of Long Beach, attached hereto, do hereby set and subscribe my signature on behalf of the City of Long Beach to the foregoing Memorandum of Agreement between the City of Long Beach, Mississippi, the City of Pass Christian, Mississippi and Harrison County, Mississippi.

WITNESS MY SIGNATURE this the 21<sup>st</sup> day of May, 2019.

CITY OF LONG BEACH, MISSISSIPPI

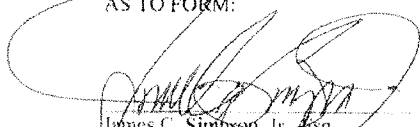
  
George Bass, Mayor

ATTEST:

  
Stacey Dahl, City Clerk

(SEAL)

I HAVE APPROVED THIS  
MEMORANDUM OF AGREEMENT  
AS TO FORM:

  
James C. Simpson, Jr., Esq.  
Attorney for the City of Long Beach

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

IN WITNESS WHEREOF, I as Mayor of the City of Pass Christian, Mississippi, the officer duly authorized in the premises by Resolution of the Board of Aldermen of the City of City of Pass Christian, attached hereto, do hereby set and subscribe my signature on behalf of the City of Pass Christian to the foregoing Memorandum of Agreement between the City of Long Beach, Mississippi, the City of Pass Christian, Mississippi and Harrison County, Mississippi.

WITNESS MY SIGNATURE this the \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF PASS CHRISTIAN, MISSISSIPPI**

\_\_\_\_\_  
Leo "Chipper" McDermott, Mayor

ATTEST:

\_\_\_\_\_  
Marian Gest, City Clerk

(SEAL)

I HAVE APPROVED THIS  
MEMORANDUM OF AGREEMENT  
AS TO FORM:

\_\_\_\_\_  
Malcolm Jones, Esq.  
Attorney for the City of Pass Christian

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

IN WITNESS WHEREOF, I as President of the Harrison County Board of Supervisors, the officer duly authorized in the premises by Order of the Board of Supervisors of Harrison County, Mississippi, attached hereto, do hereby set and subscribe my signature on behalf of Harrison County to the foregoing Memorandum of Agreement between the City of Long Beach, Mississippi, the City of Pass Christian, Mississippi and Harrison County, Mississippi.

WITNESS MY SIGNATURE this the \_\_\_\_ day of \_\_\_\_\_, 2019.

**HARRISON COUNTY, MISSISSIPPI**

\_\_\_\_\_  
Marlin R. Ladner, President  
Harrison County Board of Supervisors

ATTEST:

\_\_\_\_\_  
John McAdams, Clerk of the Board

(SEAL)

I HAVE APPROVED THIS  
MEMORANDUM OF AGREEMENT  
AS TO FORM:

\_\_\_\_\_  
Tim C. Holleman, Esq.  
Attorney for the Harrison County  
Board of Supervisors

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to approve the following Resolution and Interlocal Agreement Between The Long Beach Water Management District and the City of Long Beach, Mississippi and authorize the Mayor to execute same:

**Minutes of May 21, 2019**  
**Mayor and Board of Aldermen**

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on 21<sup>st</sup> day of May, 2019, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

RESOLUTION AUTHORIZING PROPOSED INTERLOCAL AGREEMENT BETWEEN  
THE LONG BEACH WATER MANAGEMENT DISTRICT AND THE CITY OF LONG  
BEACH, MISSISSIPPI, AND FOR OTHER PURPOSES

**WHEREAS**, the City of Long Beach, Mississippi, by and through its Mayor and Board of Alderman and the Commissioners of the Long Beach Water Management District desire to enter into the proposed Interlocal Governmental Cooperation Agreement, attached hereto and incorporated herein as **Exhibit "1"**, to provide maintenance services for two (2) drainage canals which are primarily located within the corporate limits of the City of Long Beach, Mississippi; and

**WHEREAS**, and the City of Long Beach desires to enter into the proposed Interlocal Governmental Cooperation Agreement as provided by Miss. Code Ann. §17-13-1 and §17-13-5, *et. seq.* (1972, as amended); and

**WHEREAS**, the City of Long Beach finds that the terms and conditions of the proposed Interlocal Agreement, attached hereto and incorporated herein as **Exhibit "1"**, and subject to approval by the Attorney General of Mississippi pursuant to State law, are necessary and in the best interest of the management, development and operation of the Long Beach Water Management District, and the citizens of the City of Long Beach, Mississippi; and

**NOW, THEREFORE, BE IT RESOLVED** by the City of Long Beach, Mississippi, by and through its Mayor and Board of Alderman as follows:

**SECTION 1.** The proposed Interlocal Governmental Cooperation Agreement between the Long Beach Water Management District and the City of Long Beach, Mississippi, a copy of which is attached hereto and incorporated herein as **Exhibit "1"**, is authorized and approved, subject to approval by the Attorney General of the State of Mississippi, in accordance with State Law.

**SECTION 2.** Prior to, and as a condition precedent to its entry into force, said Interlocal Governmental Cooperation Agreement shall be submitted by general counsel, Bobby R. Long, Esquire, to the Attorney General of the State of Mississippi, for approval. Bobby R. Long, Esquire is authorized and directed to submit said Interlocal Governmental Cooperation Agreement to the Attorney General of the State of Mississippi and to report to the Commissioners of the Long Beach Water Management District and the City of Long Beach, Mississippi the response, if any, from the Attorney General of the State of Mississippi.

## Minutes of May 21, 2019 Mayor and Board of Aldermen

**SECTION 3.** The Mayor of the City of Long Beach is hereby authorized and directed to execute said Interlocal Governmental Cooperation Agreement as an act of and on behalf of the City of Long Beach.

**SECTION 4.** No work shall be performed, no liabilities or obligations incurred, or money spent, with regard to the Interlocal Governmental Cooperation Agreement, until such time as the Attorney General of the State of Mississippi approves or disapproves said Agreement.

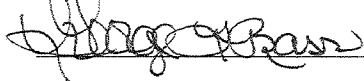
**SECTION 5.** In the event the proposed Interlocal Governmental Cooperation Agreement is approved by the Attorney General of the State of Mississippi, said Agreement shall be filed with the Chancery Clerk of Harrison County, Mississippi, and with the Secretary of State of Mississippi.

The above and foregoing Resolution having been introduced in writing, was first read and considered section by section and then as a whole. This question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Ronald Robertson	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Bernie Parker	voted	Aye
Alderman Mark E. Lishen	voted	Absent – Not Voting
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye

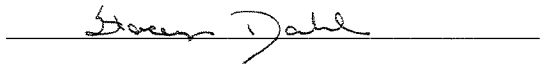
The question having received the Affirmative vote of a majority the Alderman present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 21<sup>st</sup> day of May, 2019.

APPROVED:



George L. Bass, Mayor

ATTEST:



Stacey Dahl, City Clerk

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

Prepared by and return to:  
Dukes, Dukes, Keating & Faneca, P.A.  
Bobby R. Long, Esquire, MSB #1400  
Haley N. Broom, Esquire, MSB #101838  
2909 13<sup>th</sup> Street, 6<sup>th</sup> Floor  
Gulfport, Mississippi 39501

**STATE OF MISSISSIPPI**

**COUNTY OF HARRISON**

**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT  
BY AND BETWEEN  
LONG BEACH WATER MANAGEMENT DISTRICT  
and THE CITY OF LONG BEACH, MISSISSIPPI**

**WHEREAS**, the City of Long Beach, Mississippi, and the Commissioners of the Long Beach Water Management District desire to enter into an agreement whereby the City of Long Beach, Mississippi will provide canal maintenance services for two (2) drainage canals which are primarily located within the corporate limits of the City of Long Beach, Mississippi, all in an effort to most efficiently utilize taxpayer resources and avoid duplication of services; and

**WHEREAS**, the Long Beach Water Management District is a drainage district with local commissioners, established in accordance with Miss. Code Ann. § 51-29-5 (1972, as amended) and has all power authorized by Miss. Code Ann. § 51-29-1 through § 51-29-165 (1972, as amended) and Miss. Code Ann. § 51-33-1 through § 51-33-123 (1972, as amended). Approximately seventy-five percent (75%) of the District lies within the corporate limits of the



**Minutes of May 21, 2019**  
**Mayor and Board of Aldermen**

City of Long Beach, Mississippi with the remainder being located within the unincorporated areas of Harrison County, City of Gulfport and the City of Pass Christian.

**WHEREAS**, pursuant to the provisions of Miss. Code Ann. §§ 51-29-1, *et seq.* (1972, as amended) as well as through contractual agreements with the U.S. Army Corps of Engineers, the U.S. Department of Agriculture, and the Natural Resources Conservation Service, the District is charged with the responsibility of maintaining two (2) primary drainage canals which are located within the District; and

**WHEREAS**, the City of Long Beach, Mississippi, through its governing authority, and the Long Beach Water Management District, through its Commissioners, desire to enter into an Interlocal Governmental Agreement as provided by Miss. Code Ann. §§ 17-13-1 and 17-13-5, *et seq.*; and

**WHEREAS**, the purpose of this Agreement is to provide that the City of Long Beach will, during the term hereof and under the conditions set forth in this Agreement, provide canal maintenance services to the Long Beach Water Management District, as more specifically set forth herein, upon payment of certain fees by the Long Beach Water Management District unto the City of Long Beach, under the terms and conditions set forth in this Agreement; and

**WHEREAS**, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely the Long Beach Water Management District and the City of Long Beach, Mississippi, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services for drainage canal maintenance at a minimum cost to the taxpayers; and

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

**NOW, THEREFORE, BE IT RESOLVED** by the City of Long Beach, Mississippi, by and through its Mayor and Board of Aldermen (hereinafter referred to as "CITY") and the Long Beach Water Management District, by and through its COMMISSIONERS, (hereinafter referred to as the "DISTRICT"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for drainage canal maintenance services hereinafter outlined, said Agreement being authorized by Miss. Code Ann. §§ 17-13-1 and 17-13-5, *et. seq.*, and subject to the approval of the Attorney General of the State of Mississippi, the CITY and the DISTRICT agree as follows, to-wit:

**SECTION 1: ADMINISTRATION**

This Agreement will be administered in accordance with the terms and conditions set forth herein by the CITY, under the direction of its Mayor and governing authority, and the DISTRICT, under the direction of the Commissioners of the Long Beach Water Management District, all as more fully detailed in this Agreement.

**SECTION 2: MAINTENANCE SERVICES**

The Maintenance Services to be provided by the CITY in and for the DISTRICT under this Agreement shall include maintenance of Canal No. 1 from North Gates of the Naval Base to Beatline Road and Canal No. 2/3 from Espy to approximately 5,200 feet North of 28<sup>th</sup> Street.

The routine maintenance work will include labor and equipment for the following:

- (a) Cut slopes and top of bank four (4) times a year on Canal No. 1 and Canal No. 2/3;
- (b) Clean excess vegetation and siltation from the canal bottoms one time per year;
- (c) Remove beaver dams and excess debris as required; and

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

- (d) Document all work through work orders and provide to the DISTRICT monthly reports of the work performed.

In addition to the above routine maintenance items, the CITY will also provide the following additional services at an additional cost:

- (a) Perform gabion repairs, as needed;
- (b) Repair fencing, as needed;
- (c) Remove heavy shoaling and repair slopes due to storm events; and
- (d) Construct additional access points to the canals as needed.

Prior to performing any of the foregoing additional services, the CITY shall submit to the DISTRICT a cost proposal for its review and approval.

**SECTION 3: COST FOR MAINTENANCE SERVICES**

The cost for the routine maintenance work includes a two (2) man crew for 1,560 man hours per year, each at the hourly rate of \$26.00 or a total annual labor cost of \$40,560.00.

Additionally, the annual cost of the use of the equipment is \$69,300.00 and includes the following equipment:

- Sidemount Bushhog
- Boom Tractor Bushhog
- Caterpillar 314 Track-hoe
- Mini Track-hoe
- Dump Truck
- Pick-up Truck
- Side-by-side vehicle
- Long Arm Track-hoe
- Miscellaneous Safety Equipment
- Hand held tools, as required

The total annual cost for the CITY to provide canal maintenance services to the

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

DISTRICT is \$109,860.00 and the CITY will invoice the DISTRICT at a rate of \$9,155.00 per month.

**SECTION 4: TERM OF AGREEMENT**

The Agreement shall commence the first day of the month following approval by the Attorney General and filed with the Secretary of State and shall remain in full force and effect for a term of one (1) year thereafter. Prior to the annual expiration date, the parties have the option of renewing for an additional year provided the parties mutually agree as to the costs for providing said services.

Either party may terminate and cancel this Agreement, for any reason, upon providing one hundred twenty (120) days advanced written notice of such intent to terminate.

**SECTION 5: AMENDMENT OF THIS AGREEMENT**

Pursuant to Miss. Code Ann. § 17-13-9(e) (1972, as amended), this Agreement may be amended by mutual consent of the parties, as evidenced by resolution of the Commissioners of the DISTRICT and a resolution of the governing board of the CITY. Furthermore, after the proper resolutions have been passed, then any amendment to this Agreement must be executed by the CITY and the DISTRICT. Should this Agreement be terminated, then all real and personal property titled to the name of the DISTRICT, will revert to its ownership and control; and all of the property titled in the name of the CITY will revert to its ownership and control.

**SECTION 6: ACQUISITION AND DISPOSITION OF REAL AND PERSONAL PROPERTY**

The CITY and DISTRICT herein agree that each party will acquire, hold, and dispose of its respective real and personal property used in this cooperative undertaking.

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

**SECTION 7: APPROVAL BY ATTORNEY GENERAL**

The CITY and the DISTRICT direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval, as provided by law. In the event of disapproval of any section of this Agreement, the governing authorities of the CITY and of the DISTRICT will be required to adopt a newly drafted agreement before said provisions in said agreement and the agreement itself shall commence in full force and effect.

The Clerk for the CITY and the Clerk of the DISTRICT shall spread this Agreement after its execution upon the minutes of their respective governing authorities and shall, upon the return of the approval of said Attorney General or its rejection, spread said approval or rejection upon the minutes of the respective governing authorities noting in the minute book that original recordation where the Attorney General's approval by the Attorney General of the State of Mississippi.

IN WITNESS WHEREOF, I, George Bass, Mayor of the City of Long Beach, Mississippi, the officer duly authorized in the premises by Resolution of the Board of Alderman of the City of Long Beach, Mississippi, do hereby set and subscribe my signature on behalf of the City of Long Beach, Mississippi, to the foregoing Interlocal Governmental Agreement between the Long Beach Water Management District and the City of Long Beach, Mississippi.

WITNESS MY SIGNATURE this, the 21<sup>st</sup> day of May, 2019.

**CITY OF LONG BEACH, MISSISSIPPI**



GEORGE BASS, Mayor  
City of Long Beach, Mississippi

Minutes of May 21, 2019  
Mayor and Board of Aldermen

ATTEST:

*Tina Dahl*  
City Clerk

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL  
COOPERATION AGREEMENT AS TO FORM:

*[Signature]*  
Attorney for the City of Long Beach,  
Mississippi

IN WITNESS WHEREOF, I, CHAIRMAN OF THE LONG BEACH WATER  
MANAGEMENT DISTRICT do hereby set and subscribe my signature to the above and  
forgoing Interlocal Governmental Cooperative Agreement fully ascribing to the terms thereof for  
and on behalf of the Long Beach Water Management District, the same having been adopted in a  
duly constituted session.

WITNESS OUR SIGNATURES, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

LONG BEACH WATER MANAGEMENT  
DISTRICT

By: \_\_\_\_\_  
CHAIRMAN

ATTEST:

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL  
COOPERATIVE AGREEMENT AS TO FORM:

\_\_\_\_\_  
Attorney for Long Beach Water  
Management District

\*\*\*\*\*

The Mayor announced the public is invited to a Memorial Day Ceremony at the  
Biloxi National Cemetery on May 27, 2019 at 9:00 a.m.

\*\*\*\*\*

Based on the recommendations of Department Heads and certification by the  
Civil Service Commission, Alderman Parker made motion seconded by Alderman  
Robertson and unanimously carried to approve personnel matters, as follows:

Building Office:

- Step Increase, Building Permit Clerk, Tina Dahl, CSA7-XI, effective June 1, 2019

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

Senior Center:

- Part-time Position Eliminated, Senior Center Assistant Jean Flateland, effective May 31, 2019

Fire Department:

- Demotion, Driver/Operator Jason Smith, FS10-IX, effective June 1, 2019

\*\*\*\*\*

Alderman Griffin made motion seconded by Alderman Frazer and unanimously carried to accept the April 2019 Revenue/Expense Report, as submitted.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Budget Amendment FY 19, Police Department:

**City of Long Beach  
Budget Amendment Request**

Fund Name	General	Date	5/21/2019
Department #	213	Budget Entry #	
Department Name	Police Operations		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
New Equipment 213-631000	80,000	-	11,112	91,112
Auction Proceeds	-	-	(3,918)	(3,918)
Insurance Proceeds			(3,502)	(3,502)
Grant Funds			(3,692)	(3,692)

Amendment to budget auction proceeds, insurance proceeds, and grant funds.

Amendment #16

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

City of Long Beach  
Budget Amendment Request

Fund Name	State Seizure	Date	5/21/2019
Department #	238	Budget Entry #	
Department Name	State Seizure		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Outlay 238-630100	-	-	5,175	5,175
Auction Proceeds	-	-	(5,175)	(5,175)

Amendment to budget auction proceeds

Amendment #17



May 16, 2019

To: Mayor Bass  
Board of Alderman

From: Chief Seal

RE: Budget Amendment

I am requesting to amend the police department budget by placing \$11,111.90 from the following refunded items into the new equipment line item (213 631000):

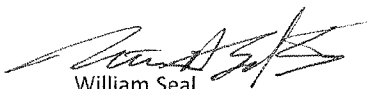
\$3,917.50 for auction proceeds on 4/18/19 from Long Beach Auto Auction for regular cars and items

\$3,502.00 for insurance settlement on 4/29/19 from Travelers for totaled vehicle #34

\$3,692.40 from JAG Grant for reimbursement of two radios

I am also requesting that \$5,175.00, be placed in the State Drug Seizure line item (238 630100) for the auction proceeds on 4/18/19 from Long Beach Auto Auction for Drug Seizure Vehicles

Thank you for your consideration.

  
William Seal  
Chief of Police



Minutes of May 21, 2019  
Mayor and Board of Aldermen

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman Robertson 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 pending 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

\* \* \*

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to come out of Executive Session, whereupon there was no official action required or taken.

\*\*\*\*\*

Based upon the recommendation of City Attorney Jim Simpson, Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to authorize the Mayor to execute the Legal Service Agreement with Reeves & Mestayer, PLLC, as follows:

LEGAL SERVICE AGREEMENT

I, George L. Bass, do hereby employ the law firm of REEVES AND MESTAYER, PLLC to represent the CITY OF LONG BEACH, MISSISSIPPI on our claims for injuries, damages and wrongful death related to the Opioid crisis within its city.

I agree to pay as a fee for your services an amount equal to Twenty-Five Percent (25%) of the amount collected on said claim, whether by trial in Court or by settlement, whether such settlement be made by me personally, by you, or by anyone else. I further agree to reimburse to you from the amount collected any expenses advanced for my case.

I will pay for all expenses incurred. "Expenses" shall include, but not be limited to, non-cash charges and expenditures for filing fees, subpoenas, depositions, power point presentations, demonstrative evidence, witness fees, in-house and outside investigative services, expert witnesses, medical records and reports, Westlaw and other legal research on-line service costs, photographs, photocopies, facsimiles, long-distance telephone calls, postage, travel, parking, and all costs necessary for proper performance of legal services.

Any dispute arising under or relating to the terms of this Employment Contract shall be resolved by mandatory binding arbitration, conducted in accordance with the guidelines of the American Arbitration Association. The arbitration shall take place in Harrison County, Mississippi, and Mississippi law shall apply.

**This employment is upon a contingent fee basis, and unless a recovery is made, there will be no obligation by the client for attorneys' fees or expenses incurred on the client's behalf by the firm.**

My attorney has the right to employ additional counsel, within the foregoing fee, in his sole discretion, but if employed by me, such employment will be at my sole expense. My attorney is given the right to withdraw from this case after giving me reasonable notice.

I understand you will charge no fee or expenses for your services if no recovery is made on my claim.

George L. Bass  
ON BEHALF OF BOARD OF ALDERMEN  
CITY OF LONG BEACH, MISSISSIPPI

REEVES & MESTAYER, PLLC

May 21, 2019  
Date

**Minutes of May 21, 2019  
Mayor and Board of Aldermen**

\*\*\*\*\*

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.

\*\*\*\*\*

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