

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF MARCH 18, 2025
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. PUBLIC HEARINGS**
- V. PUBLIC COMMENTS**
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. Proclamation – 2024-2025 LBHS Bearcat Belles Dance Team Day**
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VIII. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN**
 - a. March 5, 2025 Recessed & Executive Session**
 - 2. Planning & Development Commission**
 - a. March 13, 2025 Regular**
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 031825**
- X. UNFINISHED BUSINESS**
- XI. NEW BUSINESS**
 - 1. Rebecca McIntosh – Drainage Easement Issue; 108 Valentine Drive**
 - 2. Banner Placement Request – First Baptist Church; Easter Festival**
 - 3. Banner Placement Request – First Baptist Church; Vacation Bible School**
 - 4. Consultant Selection – Overstreet & Assoc; Klondyke & Pineville**
 - 5. Consultant Selection – Overstreet & Assoc; Jeff Davis & W Railroad**
 - 6. Ratify Gateway Bid Award – Gnarly Construction**
 - 7. Contract – Sparklight; Library Internet**
 - 8. Senior Community Service Employment Program 24-25; Annual Agreement**
 - 9. Stringer Pier Demo**
 - 10. Landscape Maintenance Contract – Alderman Brown**
 - 11. Tree Board Appointment – Alderman McCaffrey**
- XII. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE**
 - 2. PERSONNEL**
 - a. Police Dept – Donated Leave (1); Reinstatement (1)**
 - b. Fire Dept – Proficiency Pay (1); Promotion (1)**
 - c. Building Dept – Step Increase (1)**
 - 3. CITY CLERK**
 - a. Revenue/Expense Report February 2025**
 - b. Supply Maintenance Plan Agreement – R.J Young; City Hall Printers**
 - 4. FIRE DEPARTMENT**
 - 5. POLICE DEPARTMENT**
 - a. Memorandum of Understanding – Insight LPR (License Plate Recognition)**
 - b. Interlocal Agreement – Harrison County Narcotics Task Force**
 - 6. ENGINEERING**
 - a. ARPA/MCWI Funding – Corrective Actions**
 - b. Change Order – W.C. Fore Trucking; Eastern Bulkhead**
 - 7. PUBLIC WORKS**
 - 8. RECREATION**
 - 9. BUILDING OFFICE**
 - 10. MUNICIPAL COURT**
 - 11. HARBOR**
 - 12. COMMUNITY AFFAIRS**
 - 13. DERELICT PROPERTIES**
- XIII. REPORT FROM CITY ATTORNEY**
- XIV. ADJOURN/RECESS**

Minutes of March 18, 2025
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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 March, 2025, 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, Patrick Bennett, Angie Johnson, Timothy McCaffrey, Jr., Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

Absent the meeting was Alderman Bernie Parker.

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

Public Comments pertaining to New Business agenda item #1 were made as follows:

- Susan Carsen of 102 Valentine Drive, Long Beach, MS spoke in favor of cleaning the easement behind her house as her back yard holds water.
- Andrea Anderson of 114 Valentine Drive, Long Beach, MS explained that the fencing and concrete pad located in the easement were there when she purchased her home.
- Melissa Helton of 112 Valentine Drive, Long Beach, MS questioned exactly where her property line began and also has fencing and a concrete pad in the easement.
- Cinthia Fuentes of 110 Valentine Drive, Long Beach, MS stated that she was originally told the easement was 10 feet, but now is being told it is 20 feet and asked if 10 feet would be enough to maintain the drainage.

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to suspend the rules and add New Business #12 – Resolution Authorizing Payment of Just Compensation for Taking of Property to the agenda.

The Mayor announced the Proclamation for 2024-2025 LBHS Bearcat Belles Dance Team would be postponed until April 2, 2025.

**Minutes of March 18, 2025
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Alderman McCaffrey made motion seconded by Alderman Johnson and unanimously carried to approve the Regular and Executive Session minutes of the Mayor and Board of Aldermen dated March 5, 2025, as submitted.

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated March 13, 2025, as submitted.

Alderman Johnson made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed on Docket of Claims number 031825.

Mayor Bass recognized Ms. Rebecca McIntosh and Paulette Snyder-Gilbert of 108 Valentine Drive, Long Beach, MS who expressed concerns with the letter she received directing her to relocate her fencing and other obstructions in the easement behind her house for drainage maintenance. Mayor Bass stated that further investigation by Public Works and the City Engineer would be completed before any work commences. No action was taken.

Minutes of March 18, 2025
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Alderman Bennett made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Banner Placement Request from First Baptist Church for Easter Festival:



Dr. LaRue Stephens, Senior Pastor
Rev. Matthew Gaddy, Worship Pastor
Brenda Davis, Minister of Education

March 11, 2025

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

Dear Board,

We, First Baptist Church, Long Beach, would like to ask permission to put 4 banners around the city advertising our Easter Festival on April 13, 2025. We would want them out for March 24 – April 14.

We requested the following locations:

- Railroad and Pineville intersection on the south side
- Railroad and Cleveland on the southeast corner
- Cleveland and Klondyke in the triangle – low to the ground so not to interfere with traffic.
- At the corner of Beatline and Railroad

Please let us know if there is any problem with the placing the banners. Thank you so much for the opportunity to advertise our Vacation Bible School to the community.

Sincerely,

Brenda Davis

Brenda Davis
Minister of Education

(228 864-2584) info@fbclb.com www.fbclb.com

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

Alderman Bennett made motion seconded by Alderman Johnson and unanimously carried to approve the following Banner Placement Request from First Baptist Church for Vacation Bible School:



Dr. LaRue Stephens, Senior Pastor
Rev. Matthew Gaddy, Worship Pastor
Brenda Davis, Minister of Education

March 1, 2025

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

Dear Board,

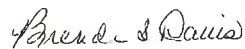
We, First Baptist Church, Long Beach, would like to ask permission to put 4 banners around the city advertising our Vacation Bible School on June 1-5. We would like to have the banners out from May 12 – June 5.

We requested the following locations:

- Railroad and Pineville intersection on the south side
- Railroad and Cleveland on the southeast corner
- Cleveland and Klondyke in the triangle – low to the ground so not to interfere with traffic.
- At the corner of Beatline and Railroad

Please let us know if there is any problem with the placing the banners. Thank you so much for the opportunity to advertise our Vacation Bible School to the community.

Sincerely,



Brenda Davis
Minister of Education

(228 864-2584  info@fbclb.com  www.fbclb.com 

Minutes of March 18, 2025
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to select Overstreet and Associates for Preliminary Engineering Services on the Signalization/Intersection Improvements at Klondyke Road and Pineville Road via the following letter, and authorize the Mayor to execute same:

City of Long Beach



March 18, 2025

Stephen Rone
Consultant Services Director
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215

REFERENCE: CONSULTANT SELECTION
STP-0295-00(027)LPA/109393-701000
City of Long Beach – Signalization/Intersection Improvements at Klondyke Road & Pineville Road

Dear Mr. Rone,

With this letter the City of Long Beach (LPA) is requesting to use the Small Purchase Procedures as outlined in the Local Public Agency Consultant Operating Procedures for Professional Services, Section 2.2.1 Small Purchase Procedures.

The LPA has considered (3) three qualified firms Neel-Schaffer, Overstreet & Associates, and Brown, Mitchell & Alexander, Inc. By our internal selection process, we have selected Overstreet & Associates as our Professional Services Consultant for preliminary engineering services to assist us with this Project. The total costs for these services that will be utilizing federal funds for the Consultant selected are estimated to be less than the Federal Simplified Acquisition Threshold.

Thank you for your time and consideration. Please call me at 228-863-1556 if you have any questions, concerns or comments.

Sincerely,

George L. Bass
Mayor

cc: State LPA Engineer, Lee Frederick, PE
LPA District Coordinator, Chuck Starita
Gulf Regional Planning Commission, Kenneth Yarrow

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

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to select Overstreet & Associates for Preliminary Engineering Services for Intersection Improvements at W Railroad Street and Jeff Davis Avenue via the following letter, and authorize the Mayor to execute same:

City of Long Beach



March 18, 2025

Stephen Rone
Consultant Services Director
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215

REFERENCE: CONSULTANT SELECTION
STP-0295-00(030)LPA/109850-701000
City of Long Beach –Intersection Improvements at W. Railroad Street & Jeff Davis Avenue

Dear Mr. Rone,

With this letter the City of Long Beach (LPA) is requesting to use the Small Purchase Procedures as outlined in the Local Public Agency Consultant Operating Procedures for Professional Services, Section 2.2.1 Small Purchase Procedures.

The LPA has considered (3) three qualified firms Neel-Schaffer, Overstreet & Associates, and Brown, Mitchell & Alexander, Inc. By our internal selection process, we have selected Overstreet & Associates as our Professional Services Consultant for preliminary engineering services to assist us with this Project. The total costs for these services that will be utilizing federal funds for the Consultant selected are estimated to be less than the Federal Simplified Acquisition Threshold.

Thank you for your time and consideration. Please call me at 228-863-1556 if you have any questions, concerns or comments.

Sincerely,

George L. Bass
Mayor

cc: State LPA Engineer, Lee Frederick, PE
LPA District Coordinator, Chuck Starita
Gulf Regional Planning Commission, Kenneth Yarrow

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**Minutes of March 18, 2025
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to ratify the following email vote to award the bid for the Gateway Project to Gnarly Construction on March 10, 2025:

Kini Gonsoulin

From: Stacey Dahl <stacey@cityoflongbeachms.com>
Sent: Monday, March 10, 2025 3:37 PM
To: Kini Gonsoulin
Subject: FW: GATEWAY PROJECT

From: Angie Johnson <ward3alderman20@gmail.com>
Sent: Monday, March 10, 2025 3:12 PM
To: Stacey Dahl <stacey@cityoflongbeachms.com>; George Bass <mayor@cityoflongbeachms.com>
Subject: Re: GATEWAY PROJECT

I am ok with approving.
Angie

On Mon, Mar 10, 2025 at 1:33 PM Stacey Dahl <stacey@cityoflongbeachms.com> wrote:

Please respond via email with your approval/disapproval on moving forward with the Gateway project and awarding the bid to Gnarly Construction as it was presented at the March 5, 2025, Board Meeting.

If approved, we will officially ratify it at the March 18th meeting of the Board of Aldermen.

Thank you,

Stacey Dahl

City Clerk

P.O. Box 929

Long Beach, MS 39560

cityclerk@cityoflongbeachms.com

(228) 863-1556

Fax: (228) 865-0822

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

Kini Gonsoulin

From: Stacey Dahl <stacey@cityoflongbeachms.com>
Sent: Monday, March 10, 2025 3:37 PM
To: Kini Gonsoulin
Subject: FW: GATEWAY PROJECT

From: Pete Mcgoey <plmward6alderman@gmail.com>
Sent: Monday, March 10, 2025 2:49 PM
To: Donald Frazer <CTEDF2017@gmail.com>
Cc: Stacey Dahl <stacey@cityoflongbeachms.com>; ANGELA ANGIE JOHNSON <WARD3ALDERMAN20@gmail.com>; BERNIE D. PARKER <BD.PARKER09@gmail.com>; MAYOR GEORGE BASS <MAYOR@cityoflongbeachms.com>; MIKE BROWN <mbrownward5@yahoo.com>; PATRICK BENNETT <PBENNETT1022@yahoo.com>; Stephen B. Simpson <stephen.simpson@courts.ms.gov>; TIMOTHY MCCAFFREY <TIMOTHYGMCCAFFREY@gmail.com>
Subject: Re: GATEWAY PROJECT

I am in favor of moving forward and approve in its current form.
 Pete
 Sent from my iPhone

On Mar 10, 2025, at 1:47 PM, Donald Frazer <CTEDF2017@gmail.com> wrote:

I am in favor of approving the bid.

Donald
 Sent from my iPhone

On Mar 10, 2025, at 1:33 PM, Stacey Dahl
 <stacey@cityoflongbeachms.com> wrote:

Please respond via email with your approval/disapproval on moving forward with the Gateway project and awarding the bid to Gnarly Construction as it was presented at the March 5, 2025, Board Meeting. If approved, we will officially ratify it at the March 18th meeting of the Board of Aldermen.

Thank you,

Stacey Dahl
 City Clerk
 P.O. Box 929
 Long Beach, MS 39560
cityclerk@cityoflongbeachms.com

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

Kini Gonsoulin

From: Stacey Dahl <stacey@cityoflongbeachms.com>
Sent: Monday, March 10, 2025 3:38 PM
To: Kini Gonsoulin
Subject: FW: GATEWAY PROJECT

From: Donald Frazer <ctedf2017@gmail.com>
Sent: Monday, March 10, 2025 1:48 PM
To: Stacey Dahl <stacey@cityoflongbeachms.com>
Cc: ANGELA ANGIE JOHNSON <WARD3ALDERMAN20@gmail.com>; BERNIE D. PARKER <BD.PARKER09@gmail.com>; MAYOR GEORGE BASS <MAYOR@cityoflongbeachms.com>; MIKE BROWN <mbrownward5@yahoo.com>; PATRICK BENNETT <PBENNETT1022@yahoo.com>; PETER L. MCGOEY <PLMWARD6ALDERMAN@gmail.com>; Stephen B. Simpson <stephen.simpson@courts.ms.gov>; TIMOTHY MCCAFFREY <TIMOTHYGMCCAFFREY@gmail.com>
Subject: Re: GATEWAY PROJECT

I am in favor of approving the bid.

Donald
Sent from my iPhone

On Mar 10, 2025, at 1:33 PM, Stacey Dahl <stacey@cityoflongbeachms.com> wrote:

Please respond via email with your approval/disapproval on moving forward with the Gateway project and awarding the bid to Gnarly Construction as it was presented at the March 5, 2025, Board Meeting.
If approved, we will officially ratify it at the March 18th meeting of the Board of Aldermen.

Thank you,

Stacey Dahl
City Clerk
P.O. Box 929
Long Beach, MS 39560
cityclerk@cityoflongbeachms.com
(228) 863-1556
Fax: (228) 865-0822
<image001.png>

**Minutes of March 18, 2025
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Kini Gonsoulin

From: Stacey Dahl <stacey@cityoflongbeachms.com>
Sent: Monday, March 10, 2025 3:38 PM
To: Kini Gonsoulin
Subject: FW: GATEWAY PROJECT

From: Timothy McCaffrey <timothygmccaffrey@gmail.com>
Sent: Monday, March 10, 2025 1:35 PM
To: Stacey Dahl <stacey@cityoflongbeachms.com>
Subject: Re: GATEWAY PROJECT

I approve

Best,

Timothy McCaffrey Jr

On Mon, Mar 10, 2025 at 1:33 PM Stacey Dahl <stacey@cityoflongbeachms.com> wrote:

Please respond via email with your approval/disapproval on moving forward with the Gateway project and awarding the bid to Gnarly Construction as it was presented at the March 5, 2025, Board Meeting.

If approved, we will officially ratify it at the March 18th meeting of the Board of Aldermen.

Thank you,

Stacey Dahl

City Clerk

P.O. Box 929

Long Beach, MS 39560

cityclerk@cityoflongbeachms.com

(228) 863-1556

Fax: (228) 865-0822

Minutes of March 18, 2025
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Kini Gonsoulin

From: Stacey Dahl <stacey@cityoflongbeachms.com>
Sent: Tuesday, March 11, 2025 7:48 AM
To: Kini Gonsoulin
Subject: FW: GATEWAY PROJECT

From: P Bennett <pbennett1022@yahoo.com>
Sent: Tuesday, March 11, 2025 6:55 AM
To: Pete Mcgoey <plmward6alderman@gmail.com>
Cc: Donald Frazer <ctedf2017@gmail.com>; Stacey Dahl <stacey@cityoflongbeachms.com>; ANGELA ANGIE JOHNSON <WARD3ALDERMAN20@gmail.com>; BERNIE D. PARKER <BD.PARKER09@gmail.com>; MAYOR GEORGE BASS <MAYOR@cityoflongbeachms.com>; MIKE BROWN <mbrownward5@yahoo.com>; Stephen B. Simpson <stephen.simpson@courts.ms.gov>; TIMOTHY MCCAFFREY <TIMOTHYGMCCAFFREY@gmail.com>
Subject: Re: GATEWAY PROJECT

Yes
Sent from my iPhone

On Mar 10, 2025, at 2:48 PM, Pete Mcgoey <plmward6alderman@gmail.com> wrote:

I am in favor of moving forward and approve in its current form.
Pete
Sent from my iPhone

On Mar 10, 2025, at 1:47 PM, Donald Frazer <CTEDF2017@gmail.com> wrote:

I am in favor of approving the bid.


Donald
Sent from my iPhone

On Mar 10, 2025, at 1:33 PM, Stacey Dahl <stacey@cityoflongbeachms.com> wrote:

Please respond via email with your approval/disapproval on moving forward with the Gateway project and awarding the bid to Gnarly Construction as it was presented at the March 5, 2025, Board Meeting.
If approved, we will officially ratify it at the March 18th meeting of the Board of Aldermen.

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Contract with Sparklight for internet and firewall at the library, and authorize the Mayor to execute same:

		Business Service Agreement	
		Date: 3/13/2025, 1:54 PM	
Sparklight Business Account Rep:	Michael Huey	Sparklight System Address:	
Phone Number:	(256) 591-6577	210 E Earll Drive	
Fax Number:		Phoenix, AZ 85012	
Customer Information		Authorized Customer Representative	
Company Name:	LONG BEACH PUBLIC LIBRARY	Full Name:	Denise Saucier
Street Address:	209 JEFF DAVIS AVE	Billing Telephone:	(228) 863-0711
City/State/Zip:	LONG BEACH, MS, 39560-6136	Fax:	(228) 863-8511
Billing Address:	209 Jeff Davls Ave	Contact Number:	(228) 863-0711
City/State/Zip:	Long Beach, MS 39560	Email:	dsaucier@longbeach.lib.ms.us
Sparklight Account#	106686884		

Term (in months)	Installation Charges (may include construction)	Total (taxes and fees not included)
36	\$0.00	\$177.02

Service

Service Description	Quantity	Monthly Fee
Business Internet 150	1	\$56.09
1 Static IP	1	\$9.95

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$10.99	\$10.99

Managed Service

Description	Quantity	Total Fee
Managed Security Series 200	1	\$99.99
Installation Fee	1	\$110.00

Agreement

THE SERVICE CHARGES AND FEES TOTAL \$177.02 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and

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Conditions available at <https://business.sparklight.com/legal/general-terms>, which are incorporated herein by this reference (the "General Terms"). THE GENERAL TERMS INCLUDE AN ARBITRATION SECTION, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BUSINESS SERVICES AGREEMENT THROUGH ARBITRATION, AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services Agreement by (a) countersigning below; or (b) commencing to deliver the Service(s) specified in this Business Services Agreement.



Customer Authorized Signature

Name (Print) *George L. Bass*

Date *3/18/25*

Minutes of March 18, 2025 Mayor and Board of Aldermen

Alderman Johnson made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Senior Community Service Employment Program PY 2024-2025 Annual Agreements with Southern Mississippi Planning & Development District (SMPDD), and authorize the Mayor to execute same:



SCSEP Host Agency Agreement PY2024

To comply with the requirements of the Center for Workforce Inclusion (CWI) Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by

City of Long Beach

hereinafter referred to as the Host Agency, and

Southern Mississippi Planning and Development District

hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each job seeker, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each job seeker as a regular member of the Host Agency staff.

Regarding COVID guidelines, the Host Agency agrees to inform the Sponsor Agency of its policies regarding wearing masks, vaccines, and social distancing, including any and all amendments to these policies. Additionally, the Host Agency recognizes that the Sponsor Agency will be following applicable federal, state, and/or local COVID guidelines and will respect changes to SCSEP status that the Sponsor Agency may make in response to COVID.

The Host Agency is to immediately notify the Sponsor Agency if any job seeker has been exposed to the COVID virus, when applicable.

The Host Agency agrees to consider each job seeker for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the job seeker. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the job seeker's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each job seeker will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned job seekers, the Host Agency agrees to document any inappropriate work behaviors of job seekers that may lead to progressive discipline or other incidents and call and discuss with the Sponsor Agency.

The Host Agency may allow an alternative or temporary Community Service Assignment to include remote or telework. Such arrangements still require the Host Agency to provide

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adequate supervision and equipment. Provision of the remote or telework assignment must be documented in the Community Service Assignment Description for Remote Work. The Host Agency must notify the Project Sponsor before initiating this type of assignment and agrees to requirements outlined in the Sponsor Agency's "SCSEP Remote Work Policy," and "Remote Work Approval Instructions." These documents will be provided by the Sponsor Agency upon request.

The Host Agency also agrees to notify the Sponsor Agency of any unscheduled leave time of the job seekers, particularly absences of three days or longer.

The Host Agency understands that the length of time that a job seeker may remain in the same assignment will be determined in their Individual Employment Plan (IEP). The Host Agency understands that the Sponsor Agency may reassign any job seeker when that reassignment will increase the job seeker's opportunities for training or unsubsidized employment or will otherwise serve the best interests of the job seeker.

While this agreement is in effect, the Host Agency agrees to not provide community service assignments for job seekers serving through another national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each job seeker and to provide properly prepared time sheets (the supervisor will confirm that the job seeker worked the hours claimed on their time sheet and will assure that both they and the job seeker sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each job seeker will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any job seeker are to be like "in demand" or "growth industries" private sector jobs, such as health care, child daycare, education, or green jobs. However, these assignments will not result in the displacement of currently employed workers, nor in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the job seeker for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a job seeker on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees that job seekers currently assigned to the Host Agency are not permitted to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment or any other activity.

The Host Agency agrees to send a representative to a Host Agency supervisors' meeting. Host Agency supervisors' meetings will be held at least annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Surveys if solicited.

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The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any job seeker.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c)(3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c)(3) agency, a copy of that certification is attached. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c)(3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a job seeker to the Host Agency for engaging in productive community service training.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits and Workers' Compensation coverage to each job seeker. The Host Agency does not pay wages or provide fringe benefits or Workers' Compensation insurance to job seekers.

Indemnification. The Host Agency agrees to indemnify, defend and hold harmless the Sponsor Agency, its representatives, directors, officers, agents, invitees, job seekers and employees, and its Affiliates and their respective directors, officers, employers, job seekers and agents from and against any Claim for costs, fees, penalties, expenses, third-party damages, attorneys' fees and all other liabilities to any third party whatsoever ("Losses"), that result or arise from any allegation of bodily injury, death, or damage to real and/or tangible personal property, incurred during the activities and projects that arise from this Agreement, to the extent proximately caused by the negligence, gross negligence or intentional misconduct of the indemnifying party (i.e., Host Agency), its employees, partners, agents, invitees, job seekers and contractors.

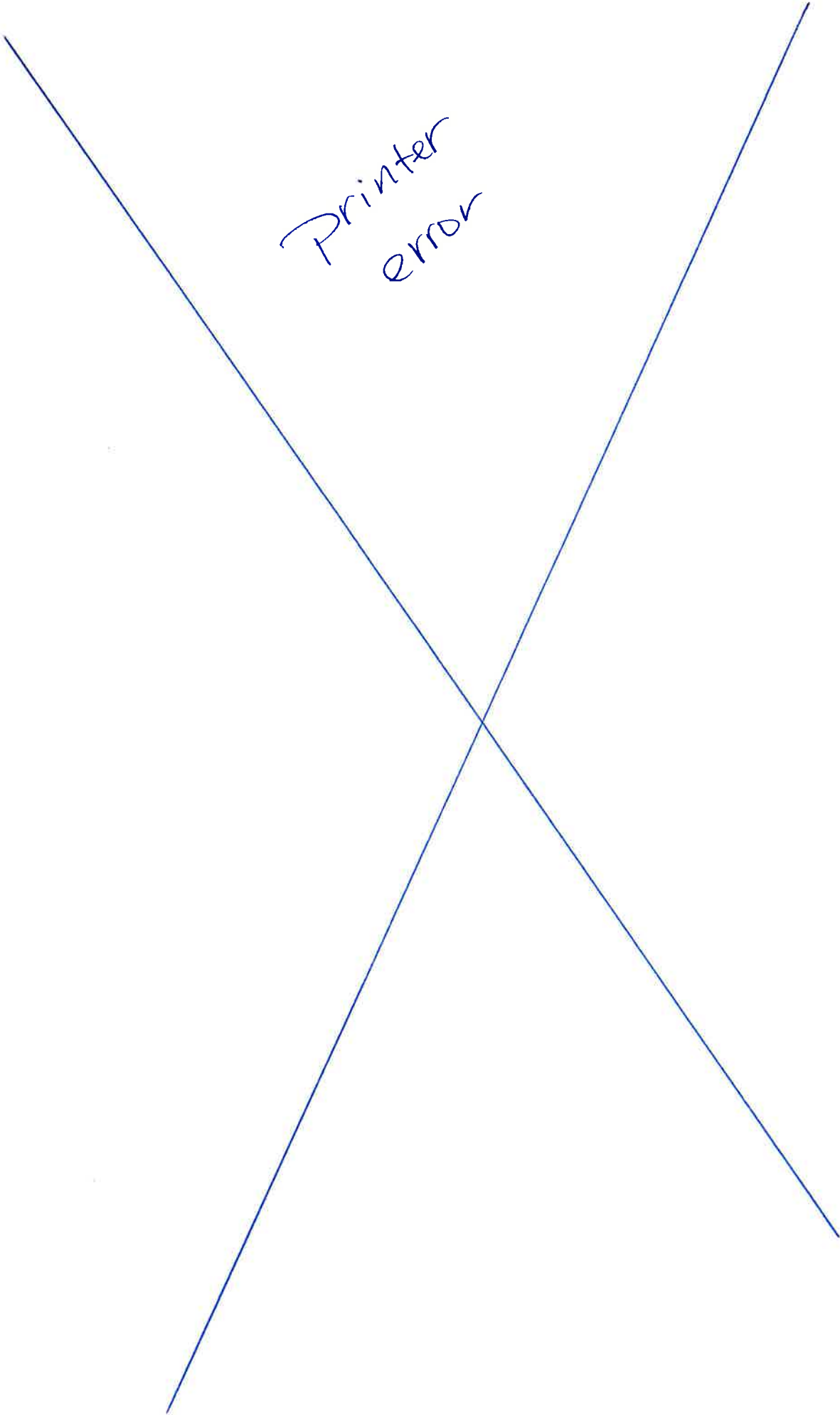
"Claim" means any and all third-party claims, suits, and proceedings. "Loss" means any and all losses, damages, costs, expenses, liabilities, obligations, judgments and claims of any kind (including reasonable attorneys' fees and all expenses and costs of investigation and litigation).

This indemnification provision shall survive the term of this Agreement, or any cancellation or abandonment of the terms and conditions contemplated herein.

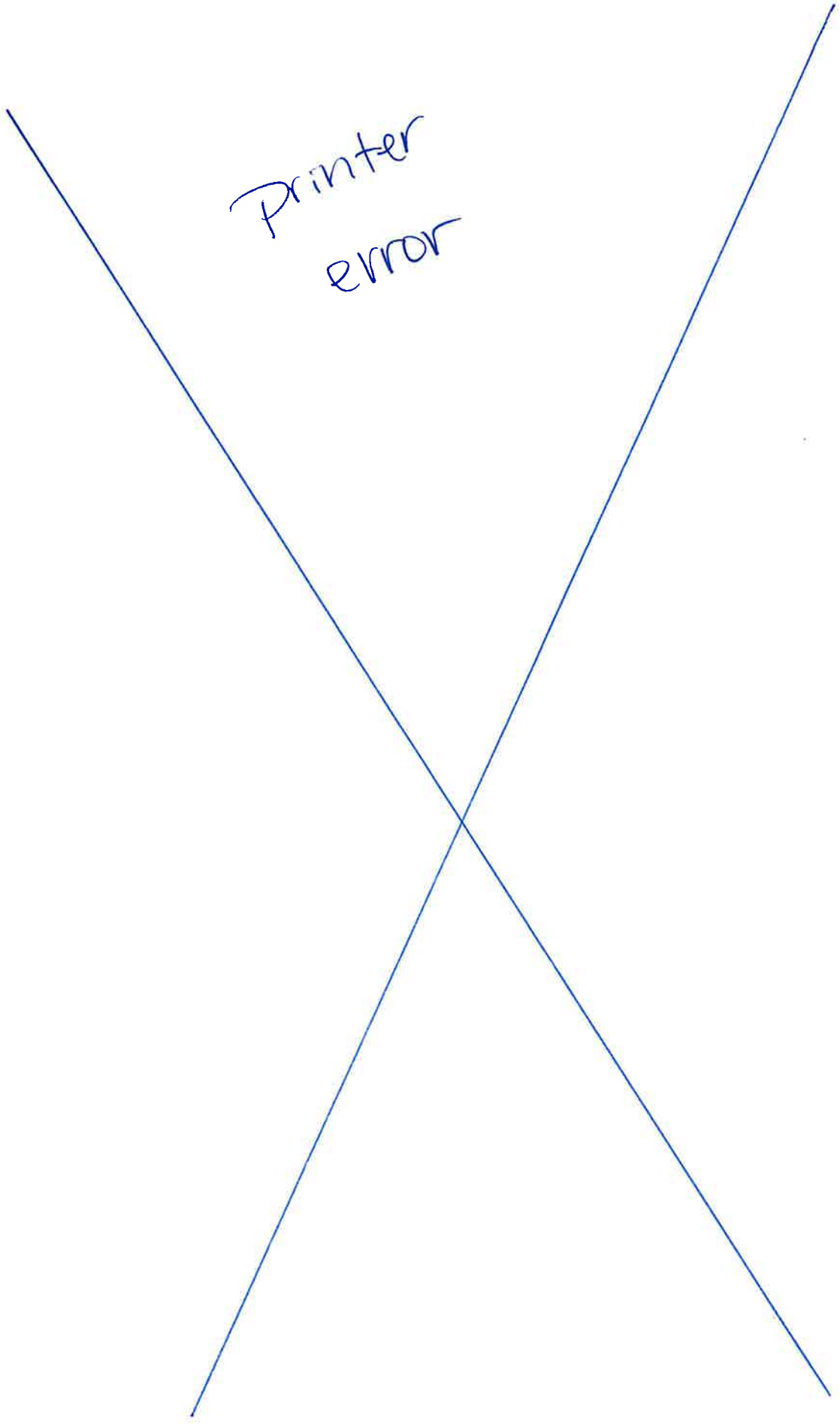
Force Majeure. Under no circumstance will the Sponsor Agency be liable for any loss or damage caused by nonperformance due to circumstances beyond the Sponsor Agency's control, such as a pandemic, disease, natural disasters, war, acts of terrorism, civil unrest, and strikes.

This agreement is effective from July 1, 2024, through June 30, 2025, subject to modification pending the results of the U.S. Department of Labor (USDOL) FOA-E'IA-24-11 SCSEP National Grantee Competition. In the event USDOL awards SCSEP services to a new provider, this agreement will terminate early, and the Host Agency and job seekers will be able to continue with the new provider.

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**Minutes of March 18, 2025
Mayor and Board of Aldermen**

In the event of any transition, currently scheduled to take place November 1st, 2024, but subject to change, Host Agencies and job seekers will receive adequate notice and assistance with the transition.

This Agreement may not be amended except upon written agreement between the parties.

Definition of Host Agency Status


(Check one)

- This host agency is a government agency. FEIN 64-6000637 (Required by USDOL).
- This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).
- 501(c) (3) documentation is attached.

Signed — Host Agency

Host Agency: City of Long Beach

Representative's Name: George L. Bass

Representative's Signature: 

Host Agency Title: Mayor

Host Agency Supervisor: Stacey Dahl - City Clerk

Address: 201 Jeff Davis Ave Long Beach, MS 39560/P.O. Box 929 Long Beach

Phone: (228) 863-1556 Fax: (228) 865-0822

Email: cityclerk@cityoflongbeachms.c Date: 3-18-25

Signed — SCSEP Sponsor Agency

SCSEP Sponsor: Southern Mississippi Planning and Development District

Representative's Name: Janice Hale

Representative's Signature: 

Title: Project Director and Department Head

Address: 10441 Corporate Drive, Suite 1, Gulfport, MS 39503

Phone: (228) 314-1433 Fax: (228) 868-2550

Email: jhale@smpdd.com Date: 07.01.2025

Host Agency Agreement - PY2024 Page 4

Minutes of March 18, 2025 Mayor and Board of Aldermen



Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee and designate timesheet signers.

Provide the materials and equipment necessary for enrollees to perform job duties. **However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.**

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the SCSEP Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director by noon of each turn-in date.

Assure that enrollees do not work more than the 20 hours per week, authorized by the Senior Community Service Employment Program (SCSEP).

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.

SMPDD/MSWDA is an Equal Opportunity Employer
Auxiliary aids and services available upon request to individuals with disabilities
TTY/TDD 601-562-2211

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STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR

DEPARTMENT OF EMPLOYMENT SECURITY
WILLIAM J. ASHLEY, PH.D.
EXECUTIVE DIRECTOR

Senior Community Service Employment Program
Host Agency Agreement for Community Service Assignment

1. Agreement

As part of the *Senior Community Service Employment Program*, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by **Southern Mississippi Planning and Development District**, hereinafter referred to as the Sponsor, and

Name of Governmental or Non-Profit Agency

City of Long Beach

Type of Business or Agency

Government

Federal ID No. or Owner's Social Security No.

64-6000637

hereinafter referred to as the Host Agency, to provide useful community service work activities for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

2. Specifications

The Host Agency agrees to the following training specifications:

Primary Position, Duties, and Site (<i>Attach List</i>)	Specific Equipment to Be Used
Administrative, Clerical, Program, and Reception Assistant	Any necessary equipment
Physical Requirements and/or Special Occupational Requirements SCSEP Job Seekers are allowed to stand and sit according to physical needs; SCSEP Job Seekers are not allowed to open and close doors to the public; SCSEP Job Seekers are not allowed to perform any type of manual labor or lift over 10 lbs.	
Name and Title of Supervisor(s) Stacey Dahl -City Clerk	

The Host Agency further agrees:

- To ensure that each participant's assignment does not: fill an established vacancy; displace any currently employed part-time, full-time, or laid-off worker or position (including partial displacement such as a reduction in non-overtime work, wages or benefits); or replace persons who have been laid off or terminated by the Host Agency or when the Host Agency has otherwise reduced its workforce; impair existing contracts; or infringe on the promotional opportunities of current employees.
- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goal, and to treat each participant as a valued worker in the Host Agency.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.

Minutes of March 18, 2025 Mayor and Board of Aldermen

- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.
- That no other national Title V SCSEFP project sponsor will use this Host Agency site while this Agreement is in effect; and
- To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.

The Sponsor agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

3. Additional Declarations

- A. This Agreement is subject to Title VI of the Civil Rights Act of 1964 and the regulations issued thereunder, and any service, financial aid, or other benefits provided under this agreement shall be provided without discrimination because of age, race, color, creed, sex, handicap, or national origin.
- B. The participants are not employees of the Host agency or the Sponsor, but are participants in the SCSEP and are compensated at a training wage for the work done.
- C. This agreement may be amended by mutual agreement.
- D. This agreement may be terminated by either party by giving written notice to the other party not less than five days before the intended termination date.
- E. The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.
- F. This Agreement is to be renewed annually.

This agreement is in effect from July 1, 2024 to June 30, 2025.

4. Signatures

Host Agency Authorized Representative's Name (Print or Type) Mayor George L. Bass		Sponsor Agency Authorized Representative's Name (Print or Type) Janice Hale, SCSEP Program Manager and Dept. Head	
Authorized Representative's Signature 	Date 3/18/25	Authorized Representative's Signature 	Date 07.01.2025
Host Agency's Name City of Long Beach		Authorized Sponsor's Name Southern Mississippi Planning and Development District	
Host Agency Address (Number & Street) 201 Jeff Davis Avenue		Sponsor Agency Local Office Address (Number & Street) 10441 Corporate Drive, Suite #1	
City, State, ZIP Code Long Beach, MS 39550		City, State, ZIP Code Gulfport, MS 39403	
Phone Number (include area code) (228) 863-1556		Phone Number (include area code) (228) 868-2311 — Direct Line: (228) 314-1433	

5. Definition of Host Agency Status:

- Public/Governmental Agency
or
- Certified Non-Profit Organization under Section 501(c)(3) of the Internal Revenue Code
 - 501(c)(3) documentation attached
 - 501(c)(3) documentation on file at Sponsor Agency's office

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

There came on for discussion Stringer Pier Demolition, whereupon Project Manager Randall Love provided the following:

Kini Gonsoulin

From: George L. Bass <mayor@cityoflongbeachms.com>
Sent: Wednesday, March 12, 2025 10:47 AM
To: 'Kini Gonsoulin'
Subject: FW: SE Bulkhead job
Attachments: LONG BEACH HARBOR PIER QUOTE -DEMO QUOTE.pdf
Importance: High

The mayor wants to get this on the agenda.

Thanks,
Charlene

From: Randall Love <randall.love@andercorp.com>
Sent: Wednesday, March 12, 2025 8:26 AM
To: George L. Bass <mayor@cityoflongbeachms.com>; geobass1954@gmail.com; David Ball <david@overstreeteng.com>; courtney.cuevas@cityoflongbeachms.com
Cc: Jason Borries <jeborries@gmail.com>
Subject: SE Bulkhead job

Good Morning, Mayor Bass and David.

I spoke to Borries, they can demo the "Stringer pier" and clean up the bottom to allow the fishermen to net and fish for **\$32,250.00**, **See attached quote.**

They will also need a time extension to 4/16/25 to allow them time to get the barge over here, luckily, they are wrapping up a project at the Port of Gulfport.

We most likely will not use any of **Line Item 5-B (Rip Rap, LVM)** which totals **\$65,450.00**.

I'd like to see us do a "no cost" change order to the contract to allow this work to be completed. I believe we have time to get it to the March 18th Board meeting.

Stuart is cc'd on this email; in case we need anything else.

Respectfully,

-RL

Randall Love
Project Manager / Program Manager

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

J. E. BORRIES, INC.
2818 FRONT STREET
PASCAGOULA, MS 39567

QUOTATION

Quote Number: 107
Quote Date: Jan 7, 2025
Page: 1

Voice: (228) 623-0727
Fax:

Quoted To:
CITY OF LONG BEACH 201 JEFF DAVIS AVE LONG BEACH, MS 39565

Customer ID	Good Thru	Payment Terms	Sales Rep
LONG BEACH	2/6/25	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		DEMO/REMOVAL OF PIER STRUCTURE AT LONG BEACH HARBOR	10,000.00	10,000.00
17.00		REMOVAL OF PIER TIMBER PILES	250.00	4,250.00
3.00		REMOVAL OF CONCRETE RIP RAP DEBRIS (50' PERIMETER ALONG BORRIES BULKHEAD PROJECT) *ONLY SURFACE CONCRETE/DEBRIS WILL BE REMOVED *MATERIAL WILL BE PLACED LANDSIDE AND TRUCKED OFF	6,000.00	18,000.00
Subtotal				32,250.00
Sales Tax				
TOTAL				32,250.00

After continued discussion, Alderman McCaffrey made motion seconded by Alderman Bennett and unanimously carried to approve a "no cost" change order and a time extension until April 16, 2025 to demolish and remove Stringer Pier as outlined above. A formal change order will be forthcoming.

Minutes of March 18, 2025
Mayor and Board of Aldermen

There came on for discussion Landscape Maintenance Contract at the harbor, whereupon Alderman Brown stated that the current contractor, Gulf Breeze was not performing their contractual obligations. Alderman Frazer stated that he had been contacted by a group that would volunteer their services to maintain the landscaping at the harbor. After continued discussion, Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to terminate the current contract with Gulf Breeze after review by the City Attorney and allow the volunteer group to maintain the landscaping and place a sign to acknowledge their efforts

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to appoint Michael McGill to the Tree Board for a term expiring June 30, 2025.

**RESOLUTION AUTHORIZING PAYMENT
OF JUST COMPENSATION FOR TAKING OF PROPERTY**

WHEREAS, on April 2, 2024, the City of Long Beach (the "City") authorized the City Attorney to proceed with eminent domain proceedings to acquire certain interest in property currently owned by Coastal Car Wash of the South, LLC, et al., parcel number 0611F-01-010.000, located in the City of Long Beach; and

WHEREAS, after unsuccessful negotiations with the landowner concluded litigation seeking to acquire the property required was filed as *City of Long Beach vs Coastal Car Wash of the South, LLC, et al.*, Cause number D2401-24-1299, Special Court of Eminent Domain, Harrison County Mississippi; and

WHEREAS, pursuant to law, John D. Myers, of Myers & Company, Inc. was appointed by the court as the court appointed independent appraiser to determine just compensation for the interests to be acquired by the City; and

WHEREAS, on December 18, 2024, John D. Myers, of Myers & Company, Inc. as court appointed appraiser filed his appraisal report establishing just compensation for the identified taking of a portion of parcel numbers 0611F-01-010.000 to be \$227,260.00; and

WHEREAS, the Defendant, Coastal Car Wash of the South, LLC, et al has stated that they would accept the amount of \$247,260.00 as full just compensation being settled under pending eminent domain litigation; and

WHEREAS, after negotiations by the parties, the City finds it in its best interest to acquire the property for \$247,260.00, as reasonable compensation in lieu of the costs and risks of litigation.

NOW, THEREFORE, BE IT RESOLVED, by the City of Long Beach that:

SECTION ONE: The City Attorney is authorized to proceed to execute such documents as necessary and proper to resolve the litigation in this cause and settle with Coastal Car Wash of the South, LLC. for \$247,260.00 as full just compensation for the portion of parcel number 0611F-01-010.000 to be acquired in this cause.

SECTION TWO: The Mayor and appropriate municipal officers are hereby authorized and directed to execute all such documents as necessary and proper, and further authorized and directed to pay such sum in settlement and acquisition of such property

Alderman McCaffrey made motion seconded by Alderman Johnson for the adoption of the foregoing Resolution and the question being put to a roll call vote, the result was as follows:

Minutes of March 18, 2025 Mayor and Board of Aldermen

Alderman Patrick Bennett	voted	Aye
Alderman Pete McGoey	voted	Nay
Alderman Donald Frazer	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Angie Johnson	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Bernie Parker	voted	Absent, not voting

This motion to adopt the Resolution, having received the vote shown above was therefore declared carried.

This the 18th day of March, 2025.



 Mayor, George L. Bass

Attest: 

 City Clerk, Stacey Dahl

Mayor Bass distributed the following letter from Jeepin the Coast and asked the Board for their consideration at a later date:



03/17/25

City of Long Beach
 201 Jeff Davis Ave.
 Long Beach, MS

To Whom It May Concern:

As you already know, Long Beach is the Central hub of Jeepin the Coast. This year, we would like to have our kick-off concert in Long Beach on Wednesday, May 28, 2025. To do that, we would need the stage set up for the Wednesday night concert as well as for our normal concerts on Friday and Saturday night during Jeepin the Coast. This would mean East 5th Street at Jeff Davis would need to be blocked off that Wednesday from 5:00pm-8:00pm. Please let us know if this possible.

Thank you,
 Jeepin the Coast.

Mayor Bass apprised the Board a survey would be needed to locate the right of way on Townsend Flurry Road for paving. Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to authorize this survey at an estimated cost of \$5,000.

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Mayor and Board of Aldermen

Discussion was held regarding the drainage and widening of middle Mitchell Road, whereupon Project Manager Mike Glass apprised the Mayor and Board that the pipe was being ordered for said project.

Mayor Bass reminded the Board the harbor is still storing 150+ electrical pedestals (removed before Hurricane Zeta). The pedestals will not be able to be used again. Discussion was held whether it would be more profitable to sell them at auction or scrap them. It was the consensus of the Board to further investigate the method of disposal.

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



Police Dept:

- Employment Reinstatement from Military Leave, Sergeant Jason Case, effective March 16, 2025

Fire Dept:

- Shift Training Officer Proficiency Pay

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

	Long Beach Fire Department	
	Job Classification	

SHIFT TRAINING OFFICER - Training Division

AUTHORITY AND SELECTION GUIDELINES

The assignment to Shift Training Officer is made by the appointment of the Fire Chief and may include any or all of the following: resume, review of education and experience, appropriate testing and interview.

This assignment has no probationary time period and the personnel assigned can be removed from the position either voluntarily or involuntarily at the discretion of the Fire Chief or his designee. Upon removal, either voluntarily or involuntarily, the personnel shall no longer receive incentive pay.

This position is shift work under the direct supervision of the Training Chief.

This is supervisory work coordinating training programs and assuring the proper training is in effect.

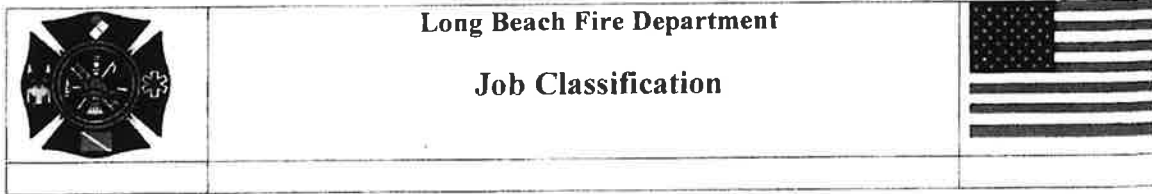
The occupant of this position has considerable independent responsibility for carrying forward the work of the Fire Department in accordance with the plans, policies, and objectives established by the department Standard Operating Guidelines and/or the Fire Chief.

The Shift Training Officer serves as an instructor and may serve as a Lead Instructor.

Duties of the Shift Training Officer shall include the following:

- Responsible for training their shift personnel in all aspects of firefighting and rescue operations under the supervision of the Training Chief.
- Assist in creating a training agenda for the calendar year based on the needs of the department with the Training Division.
- Presents the training schedule to the Battalion Chief of each shift to make sure the schedule does not conflict with the shift schedule.
- Schedules classes through the Training Chief for the National Fire Academy, The Mississippi State Fire Academy, or any other local off-site classes.

**Minutes of March 18, 2025
Mayor and Board of Aldermen**



- Input in the planning and implementation of SOGs for the City of Long Beach Fire Department in order to better carry out training and safety on the fire scene to assure proper performance by all personnel.
- Develops and monitors reports regarding the training activities.
- Makes recommendations through the Training Chief regarding standard operating procedures in training.
- Conducts yearly tests of existing equipment; conducts research on new equipment and procedures; performs related work as required.
- In charge of departmental in-service training activities for their individual shift.
- Approves all classes for their shift personnel thru the Training Chief.

MINIMUM QUALIFICATIONS:

Education and Experience:

- Current rank of Lieutenant
- Four years with the Long Beach Fire Department
- Must be certified in NFPA Driver Operator 1002 and Rope Rescue-I
- Must be certified Instructor (NFPA Fire Service Instructor 1041-1)
- NFPA 1072 Hazardous Materials Technician
- Must be a national Registered Emergency Medical Technician (EMT), or actively pursuing the course.

QUALIFICATIONS TO BE OBTAINED WITHIN ONE YEAR:

- NFPA Fire Service Instructor-2
- Certified CPR Instructor

Shift Training Officer — Training Division Post Requirements: ***

- Safety Officer (Mississippi State Fire Academy Course)
- Fire Officer 1021-1-11 (Mississippi State Fire Academy Course)
- Fire Service Instructor 1041-II (Mississippi State Fire Academy Course)
- Fire Service Management (Mississippi State Fire Academy Course)

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CIVIL SERVICE POSITION AND WAGE CLASSIFICATION
AS OF OCTOBER 1, 2023

EFF 4/01/2025	PER MONTH	YEAR
EVT-B	\$ 50.00	
EVT-1	\$ 75.00	
EMT-P	\$ 100.00	
ASSOCIATE DEGREE	\$ 100.00	
BA/BS DEGREE	\$ 150.00	
MA/MS DEGREE	\$ 200.00	
INCENTIVE PAY (LONGEVITY)	\$ 5.00 INCREASE PER ANNUM COMMENCING ON SECOND ANNIVERSARY AT END OF PROBATION	
FTO/CTO PROFICIENCY PAY	\$ 50.00	
STC/ PROFICIENCY PAY (SHIFT TRAINING OFFICER F/D)	\$ 150.00	

- Promotion, Lieutenant/Inspector Clayton Maxwell, FSA-12-XII, effective March 16, 2025

Building Office:

- Zoning Enforcement Officer Dale Stogner, CSA-3-V, effective April 1, 2025

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Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to table Donated Leave request until further information could be obtained.

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to accept the February 2025 Revenue/Expense Report, as submitted.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the following Supply Maintenance Plan Agreement with RJ Young Company for printers at City Hall, and authorize the Mayor to execute same:

RJ Young Company - Nashville P.O. Box 280358 Nashville, TN 37228		(615)255-8551 (800)347-1955	Page 1 of 2			
Supply Maintenance Plan Agreement			Customer Purchase Order	Order # JGBB00		
Billing Location			Install Location			
Full Customer Name - Include Inc., Corp., LLC etc CITY OF LONG BEACH			Customer Name CITY OF LONG BEACH			
Street Address P.O. Box 929			Street Address 201 JEFFERSON DAVIS AVE			
City Long Beach			City Long Beach			
State MS			State MS			
Zip+4 39560			Zip+4 39560			
Contact Name Kini Gonsoulin			Phone # 228-863-1556			
Email Kini@CITYOFLONGBEACHMS.COM			Fax #			
Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	LEXMARK	AAA33046	M6270 (EXISTING)	4064021010N6L		
1	HP	AAA11822	P3015DN (EXISTING)	VNBCC73219		
Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
					Total	
1) The equipment specified above will be provided at the following rates:						
Commencement Date 3/6/2025	SMP/Maintenance SMP	Total Minimum Payment \$358.00	Minimum Billing Frequency Monthly	Overage Billing Frequency Unlimited		
Monthly Minimum Number of B&W Copies	Overage Rate per B&W Copy	Monthly Minimum Number of Color Copies	Overage Rate per Color Copy	<input type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input type="checkbox"/> Yes <input type="checkbox"/> No Imaging Unit <input type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input type="checkbox"/> Yes <input type="checkbox"/> No Toner/Developer <input type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input type="checkbox"/> No Other <input type="checkbox"/> New Account <input type="checkbox"/> New Equipment <input type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> MAM <input type="checkbox"/> Used <input type="checkbox"/> Yes <input type="checkbox"/> No MICR Toner		
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot			
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print			
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2			
Remark: THIS SERVES AS A 12-MONTH UNLIMITED PRINT AGREEMENT FOR THE DEVICES LISTED ABOVE. THIS AGREEMENT REPLACES ORDER # J2NQ00 FROM 2024. AGREEMENT INCLUDES ALL TONER, PARTS, AND LABOR.						
Signature: <i>George L. Bass</i> Print Name: George L. Bass Title: Mayor Date: 3/18/25			Sales Rep: <i>Christopher Young</i> Date: 3/5/2025 Sales Manager: _____ Date: _____			



Minutes of March 18, 2025 Mayor and Board of Aldermen

Order # JGBB00 Page 2 of 2

2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.
3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice those excess scans at \$.0025 per scan. This agreement does not cover overhauls on the machine.
 9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.
 10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.
 11. Customer agrees to make available a Meter Contact for training purposes in the use of the equipment and agrees to notify RJY of any change in the Meter Contact assignment.
 12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.
 13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.
 14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.
 15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.
 16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.
-
17. Sales or use tax shall be added where applicable.


 CM
 2/21/25
 GLB

Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to approve the following Memorandum of Understanding with Insight LPR for sharing License Plate Recognition (LPR) detection data and hotlists, and authorize the Mayor to execute same:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Long Beach Police Department and Insight LPR**

License Plate Recognition (LPR) Equipped

Law Enforcement Agencies

FOR SHARING LPR DETECTION DATA AND HOTLISTS

Minutes of March 18, 2025 Mayor and Board of Aldermen

I. OVERVIEW

A. Introduction:

The purpose of this "Memorandum of Understanding" (MOU) is to outline conditions under which the Long Beach Police Department (the Agency) and Insight LPR (the "Services") will share and use "LPR detection data" (scanned plates) and/or "hotlist" information as defined on the last page of this MOU. The Insight LPR hosted system provides for simple point-and-click data sharing between credentialed Agency Managers with data sharing privileges enabled by their respective agencies.

This MOU provides a basic understanding for the sharing of data between Long Beach Police Department and Insight LPR; any additional requirements (liabilities, governing law, etc.) should be documented separately in a written agreement between agencies.

B. Background:

License Plate Recognition (LPR) is a computer-based system that utilizes emerging technology to capture a color image, as well as an infrared image, of the license plate of a vehicle. The infrared image is converted into a text file utilizing Optical Character Recognition (OCR) technology. The text file is automatically compared against an "informational data file," also known as a "hotlist," and can contain information on stolen or wanted vehicles as well as vehicles associated with Amber Alerts, warrant subjects, and agency defined-information.

LPR cameras can be mobile (mounted on vehicles) or on fixed positions such as freeway overpasses or traffic signals. LPR systems have all the necessary equipment to scan plates, notify the user of a vehicle hit, and upload the LPR detection data into an LPR repository for retention and research.

The Agencies entering into this MOU, realizing the mutual benefits to be gained by sharing information, seek to share LPR detection data and/or hotlist information as defined on the last page of this MOU.

II. AUTHORIZED RELEASE OF INFORMATION

A. Sharing of Information:

Each Agency Party authorizes access to its LPR detection data and/or hotlist information as defined on the last page of this MOU residing in its Guardian account to other Agency Parties as permitted by applicable state law. An Agency Party that does not want certain information made available to any other Agency Party is responsible for ensuring that the information is not made available for data sharing. There is no obligation to share LPR detection data and/or hotlist information with any Agency Parties based solely on this MOU.

B. Limitation on Information Sharing:

LPR detection data and/or hotlist information shall only be shared with or released to authorized employees of the Agency Parties who have an approved login and password ("Authorized Users"), and a need and/or right to know.

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III. INFORMATION OWNERSHIP

A. Ownership:

Each Agency Party retains control of all information in its account. Each Agency Party is responsible for creating, updating, and deleting records in its own account according to its own retention policies. Each Agency Party shall use reasonable efforts to ensure the completeness and accuracy of its data.

B. Release of Information:

Agency Parties and authorized users shall release or make available information accessed from an LPR account only to persons or entities authorized to receive LPR information.

C. Unauthorized Requests:

If an Agency Party receives a request for information in an LPR account by anyone who is not authorized to receive information from the LPR account, that Agency Party shall refer the request to the law enforcement agency that originated the requested information ("Source Agency").

D. Public Record Requests, Subpoenas and Court Orders:

Any Agency Party receiving a public records request, subpoena, or court order ("Legal Request") for information in an LPR account not authored by or originated by that Agency Party shall immediately provide a copy of the Legal Request to the Source Agency, prior to providing a response to the Legal Request.

IV. USER ACCESS

A. Login Application Process:

Each Agency Party's Agency Manager is responsible for management of user accounts at that Agency Party. Each Agency Party agrees that all authorized users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency Manager. The Agency Manager shall have discretion to deny or revoke individual access for their respective agency.

B. Login Assignment:

Each Authorized User will be issued a user login and a password by the Agency Manager. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.

C. Termination of Logins:

Each Agency Manager is responsible for timely removal of any login accounts as Authorized Users leave the Agency, no longer qualify for access into the system, or are denied access by the Agency Manager for any other reason.

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D. Intended Use:

Each Authorized User agrees that LPR detection data, hotlist information, and the networking resources are to be used solely for law enforcement purposes only and consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, criminal, or commercial purpose.

E. Limitations on Use of Logins:

An Authorized User shall not access information in an LPR repository by using a name or password that was assigned to another user. An Authorized User shall not give his or her password to another person, including another user, to access the system.

F. Audit Trail:

Each transaction is to be logged, to include a Case Number, and an audit trail created. Each Agency Manager shall conduct an internal audit on a periodic basis to ensure user queries are made for legitimate law enforcement purposes only. This information shall be recorded and retained to allow the agency manager to complete the internal audit. Each agency manager shall maintain the audit trail pursuant to the retention policies of that Agency Party. Requests for transaction logs shall be made in writing to the Agency Manager, who shall provide the logs to the requesting party within a reasonable amount of time.

V. CONFIDENTIALITY OF INFORMATION

A. Information Confidentiality:

Information in an LPR account is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in an LPR account. Otherwise, the information shall be kept confidential for purposes of not compromising active investigations or undercover operations, jeopardizing officer or public safety.

B. Internal Requests for Information:

An Authorized User who receives a request from a non-authorized requestor for information in an LPR account shall not release that information, but may refer the requestor to the Source Agency.

C. Removal or Editing of Records:

Agency Parties shall determine their own schedule for record deletion and other edits to their own data. This will be determined by policy and/or legal requirements.

VI. MOU TERMS

A. Term:

This MOU will commence upon its creation, which occurs on the date that the data share takes place within the Insight LPR hosted platform. It may be terminated at any time when an Agency Manager revokes data sharing access from another agency.

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VII. EXECUTION OF MOU

This MOU is executed by the Parties below, for the below-described data. Each Party acknowledges that it has received a copy of this MOU, and will comply with its terms and conditions. Each Party certifies that he/she is authorized by its Party to execute this data sharing relationship.

Data Shared Between Parties: LPR Detection Data and/or MS NCIC Hotlist

Sharing Agency:

Insight LPR

Agency Manager Authorizing Share:

Insight LPR

Oscar Nunez

Chief Product Officer

Signature: 

Date: 3/6/2025

Receiving Agency:

Long Beach Police Department

George Bass

Mayor, City of Long Beach

Signature: 

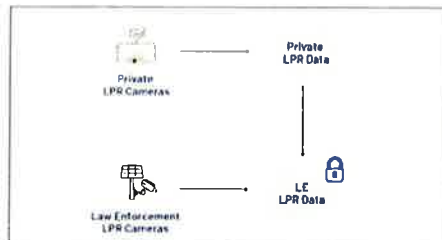
Date: 3/18/25

Date of MOU: _____



Public and Private Partnerships

At Insight LPR, your trust is our priority. We understand the sensitive nature of license plate recognition (LPR) data, especially when it comes to law enforcement. That's why we are committed to the highest standards of privacy and security.



- We never share or sell law enforcement data to the public. Your data remains confidential and is used exclusively for law enforcement purposes.
- What data is available to private businesses? Only data generated by the cameras they own.
- Who has access to private LPR data? The business owner and Law Enforcement.
- Can private businesses access Law Enforcement data? No, data only flows one way and that's to Law Enforcement.
- What data is available to Law Enforcement? Both Law Enforcement and collected LPR data as well as all LPR data shared by the private sector.
- Who has access to Law Enforcement LPR data? Only authorized Law Enforcement users.

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Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to approve the following Inter-Local Agreement with Harrison County Narcotics Task Force, and authorize the Mayor and Police Chief to execute same:

**HARRISON COUNTY NARCOTICS TASK FORCE
INTER-LOCAL AGREEMENT**

THIS AGREEMENT made the 1st day of April 2025, by the Mayors, Board of Alderman and City Council of the Cities of Long Beach, Pass Christian, D'Iberville and Gulfport, Mississippi; the Chiefs of the Long Beach, Pass Christian, D'Iberville and Gulfport Police Departments, The Board of Supervisors of Harrison County, the Sheriff of Harrison County and the District Attorney's Office for the Second Circuit Court District of Mississippi.

WITNESSETH:

WHEREAS, the Mayors, Board of Aldermen and City Council of the Cities of Long Beach, Pass Christian, D'Iberville and Gulfport are the duly elected governing authorities of the said cities and have the duty in law of adequately funding the operation of the police departments thereof pursuant to Section 21-21-41, Mississippi Code of 1972; and

WHEREAS, the Chiefs of the Long Beach, Pass Christian, D'Iberville and Gulfport Police Departments are charged with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances within said cities/county pursuant to Section 41-29-109, Mississippi Code of 1972 and

WHEREAS, the Boards of Supervisors of Harrison County, Mississippi is the duly elected governing body of said County and has the duty in law of adequately funding the operation of the Office of Sheriff as required by Section 12-25-13, Mississippi Code of 1972; and

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WHEREAS, the sheriff of Harrison County is charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substance within said county pursuant to Section 41-29-109, Mississippi Code of 1972; and

WHEREAS, the District Attorney's Office is charged with the prosecution of felony criminal offenses in the Second Circuit Court District, and .

WHEREAS, all of the above parties find and declare that violations of the controlled substances laws within the above names cities/county constitute a significant portion of all felony violations committed within said cities/county involved and that coordinated law enforcement by the parties as an exercise of their police power and their duty to protect the public from criminal activity would effectively reduce these violations, particularly those of unlawful sale, manufacture and distribution of controlled substance; and

WHEREAS, the above parties find and declare that a joint coordinated effort of city/county law enforcement agencies within said cities/county to enforce the criminal laws of the State of Mississippi regarding controlled substances would provide the maximum effectiveness and efficiency in the enforcement of such laws for the least cost to the taxpayers; and

WHEREAS, the parties hereto find and declare that the joint effort authorized by this agreement will make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and hereby provide a vital service that will best accord with geographic, economic and population factors which influence the needs and development of these communities; and

WHEREAS, the parties hereby state their beliefs that such an efficient, coordinated law

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enforcement effort may best be accomplished through a formal agreement pursuant to the authority of the Interlocal Cooperation Act of 1974, Sections 17-13-1 through 17-13-11, Mississippi Code of 1972, which requires approval by the Attorney General of an agreement executed pursuant to Sections 17-131, et seq.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and pursuant to the authority of Sections 17-13-1, et seq., Mississippi Code of 1972, the Mayors, Board of Alderman and City Council of Long Beach, Pass Christian, D'Iberville and Gulfport (hereinafter **Cities**), the Chiefs of the Long Beach, Pass Christian, D'Iberville and Gulfport Police Departments (hereinafter **Chiefs**), the Board of Supervisors of Harrison County, the Sheriff of Harrison County (hereinafter **Sheriff**), the District Attorney's Office of the Second Circuit Court District and hereby agree as follows:

1. This Agreement shall take effect upon the date of approval by the Attorney General of Mississippi, and expire on _____. This Agreement may be modified by the parties hereto; however, any modification of this Agreement shall be approved by the Attorney General prior to the implementation of the modification.
2. a. There is hereby established a joint, cooperative effort to enforce the criminal laws of the State of Mississippi regarding controlled substances in the aforementioned areas. For the purpose of this Agreement, this joint effort and personnel involved therein shall be referred to as the **Harrison County Narcotics Task Force** (hereinafter referred to as **HCNTF**). The primary objective of the HCNTF shall be the enforcement of the Uniformed Controlled Substances Law.
- b. A secondary objective shall be the collection, analysis and dissemination to authorized users of general criminal and drug intelligence. Such data shall be collected by the HCNTF participants and submitted to intelligence bases of the Harrison County Sheriff's Office and other participating law enforcement agencies upon the approved form for the inclusion of the Harrison

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County Sheriff's Office Criminal Intelligence Data Base. The Unit shall have full access to the use of the database limited only by applicable state and federal statute. Full coordination and cooperation in the sharing of appropriate intelligence between all state, county and city agencies within the geographical area served by the **Harrison County Narcotics Task Force** is encouraged.

c. The HCNTF shall concentrate its enforcement activities within the cities of Gulfport, Long Beach, Pass Christian, D'Iberville and Biloxi the county of Harrison and individual officers may engage in enforcement activity outside of the agency by whom they are employed only if the lawful authority in the jurisdiction in which they are to operate has duly appointed such officer to be a law enforcement officer with said jurisdiction thereby certifying the appointed officer as a Narcotics Task Force Investigator, deputized by the Sheriff of the Harrison County, authorized to enforce the law in that jurisdiction. In addition, individual officers may not conduct law enforcement activities outside their original jurisdiction without the expressed approval of the unit commander or assistant unit commander.

d. The head of each City/County law enforcement agency shall submit to the HCNTF Commander a letter appointing such officers/deputies deemed appropriate by them for consideration as a Narcotics Task Force Investigator to perform duties inside Harrison County, Mississippi covered by this agreement. Duties outside this targeted area may only be through assignment by their respective Chief/Sheriff.

e. In any event, individual officers will not be assigned to participate in Non-Harrison County Narcotics Task Force cases outside the jurisdiction of their employing agency without the approval of the HCNTF commander or assistant commander. All requests for city/county police officers/deputy sheriffs to be appointed as Harrison County Narcotics Task Force Investigators will be approved by the Sheriff of Harrison County prior to the applications being forwarded for his decision whether to make the appointment or not.

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f. As to the powers and authority, the HCNTF shall have only that power and authority granted either the Cities/County by statute, particularly those set forth in the preamble to this Agreement, and shall have no power or authority except that which may be granted the agencies in the enforcement of the criminal laws regarding controlled substances. The HCNTF shall handle all violations of the controlled substances law whether felony or misdemeanor violations.

g. The specific statutory authority vested in each party to this Agreement is Section 41-29-109, Mississippi Code of 1972, for the Cities/County.

3. a. The heads of the participating agencies will constitute an Advisory Group. The Advisory Group forms a (5) member Control Board (hereinafter referred to as the **Board**) such members to be selected from a group consisting of the law enforcement chiefs/sheriff of the Agencies. For coordination purposes, a non-voting member of the County shall be one (1) of the five (5) members. The Board will then elect a chairman and a vice-chairman to serve when the chairman is unable to attend the meetings of the Board. The Chairman shall preside over all meetings of the Board. A majority vote is required to pass any matter presented to the Board. The members of the Board may vote by proxy if they are unable to attend the scheduled meeting. Additionally, each member of the Board shall have (1) vote each on special matters such as dividing forfeited funds or property and any other matters decided by the Board.

b. The commander of the HCNTF shall be provided by the Harrison County Sheriff's Office and answer directly to the chairman of the Board, and also to the Harrison County Sheriff on all matters concerning the HCNTF.

c. The Board shall establish operating procedures, policies, and regulations for the HCNTF; however, if these regulations or policies are in conflict with regulations, Harrison County Sheriff's Office regulations or policies will override.

d. The Board shall decide upon any new agencies joining the HCNTF and shall have

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authority to approve the new agencies' assignee to this HCNTF.

e. The Board shall set criteria for the amount of participation each individual agency will need to contribute. This criterion will be based on the following in a one (1) year period— no less than twenty-five (25) of one (1) or a combination of the below listed items:

- a. CASES INITIATED
- b. CASE ASSISTS
- c. INTELLIGENCE REPORTS PREPARED
- d. UNDERCOVER PURCHASES
- e. CONFIDENTIAL INFORMANT ESTABLISHMENT
- f. DRUG AWARENESS PROGRAMS
- g. DRUG RELATED ARRESTS

f. The entire Board shall recommend any Unit spending above \$500.00, to include monthly bills, equipment, etc., with the exception of Purchase of Evidence and Purchase of Information Funds (PE/PI). Such spending will be in accordance with the guidelines specified in paragraph 7 of this Agreement and will be in accordance with state law and State Audit Department rules and regulations.

g. The Board shall decide what powers the chairman shall have as to the recommended spending of other expenditures. Such powers shall be in accordance with State Audit Department rules and regulations. Spending will be in accordance with guidelines specified in Paragraph 7 of this Agreement.

4. Each agency shall be on a six (6) month probation period. At the end of the six (6) month probationary period the Board will review each individual agency's amount of participation, such as manpower assigned to the HCNTF, hours expended, money budgeted and contributed to the HCNTF, etc.

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5. a. Each participating agency shall, through their chief law enforcement officer, assign personnel of this department to temporary, part-time or full-time duty with the HCNTF. The control Board will insure that the allocation of personnel from each agency is consistent with objectives of this Agreement and in relation to the size of each agency, the size of this law enforcement agency, and the amount of HCNTF activity within each Agency. Any such person assigned shall work under the immediate supervision and direction of the HCNTF Commander and shall adhere to the rules and regulations of the Harrison County Sheriff Office with regard to operational procedure to include: field testing, chain-of-custody, evidence handling, case reports and accounting for public funds and other relevant matters of policy and procedure. However, any disciplinary actions, beyond dismissal from the HCNTF as provided by each agent's individual contract, shall be administered by the officer's parent agency. The Team Commander shall have authority to temporarily suspend any agent from the Unit pending action by the Board. The Board will take action on any such suspensions within seven (7) calendar days.

b. It shall be clearly understood and is hereby affirmatively stated that the Harrison County Sheriff's Office is not by this Agreement accepting a co-employer status with any other agency within this Agreement. All matters concerning employment compensation, wage and hour concerns under the FLSA, Workers Compensation and any other matters relating to employer-employee relations are the sole responsibility of the employee's primary agency and not the Harrison County Sheriff's Office.

****Legal representation will not be afforded non-Harrison County Sheriff's Office Narcotics Task Force personnel by the Harrison County Sheriff's Office for claims arising from the performance of duties under this Agreement. Said representation must come from each HCNTF officer's permanent employer. It should be understood that any matters of litigation arising out of this agreement may be submitted to the Attorney General by the agency concerned for consideration for legal***

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representation. Such representation shall be decided on a case by case basis by the Civil Litigation Section head. (This provision is based on May 9, 1996 Metro Narcotics Unit (Jackson, MS) correspondence with the Attorney General's Opinion Division.)

- c. All officers assigned to the HCNTF by the parties hereto must meet the same requirements imposed on a Harrison County Sheriff's Office Narcotics Investigator regarding background investigations, work history, polygraph examination, urinalysis and similar requirements, but shall be exempt from the age requirements and limitations provided, however, that no such officer shall be less than twenty-one (21) years of age. All officers assigned to the HCNTF by the parties will be subject to random urinalysis and/or polygraph testing at the option of the control board, commander of the HCNTF, or the Harrison County Sheriff. Failure to comply will result in termination of status and removal from the HCNTF. All assigned officers shall have been previously certified under Minimum Standards Board.
- d. Officers assigned to the unit will follow Harrison County Sheriff's Office methods and procedures of field testing, chain-of-custody, evidence handling, case reporting and accounting for public funds. The Harrison County Sheriff's Office through the HCNTF agrees to train officers in such methods and procedures.
- e. Evidence obtained by an officer of the HCNTF from within their locality will be processed, stored, and maintained by their parent agency to include all processing cost related to preservation and laboratory analysis. If an officer establishes a case outside their locality jurisdictional limits and acts under the jurisdictional capacity provided under the HCNTF, evidence storage, maintenance, and cost will be the responsibility of the Harrison County Sheriff's Office.
- f. The fidelity bond of the officers assigned by the Agencies shall be paid by their Agencies and the bond. There shall be no requirements of third-party fidelity bonds. Each officer must be individually named on their agency's bond. A blanket bond is not sufficient.

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g. The head of each member city/county law enforcement agency will provide to the Board a letter of interpretation from their respective bonding company stating that the bond provides coverage to named officers outside the jurisdiction of the city/county while said officers are performing HCNTF duties.

h. All personnel, while performing duties within the Unit, shall come under the direct control and supervision of the HCNTF commander and each officer, while performing said duties, shall operate strictly by the operating policies and procedures of the Harrison County Sheriff's Office. It is the responsibility of the HCNTF commander to immediately report any violations of the aforesaid rules and regulations for appropriate disciplinary action.

i. Each Agency shall compensate their individual officers and defray their individual expenses while such officer operates under this contract.

j. Officers assigned to the HCNTF shall receive their normal compensation and expenses in the manner currently used by the individual Agencies to determine pay compensation and expenses for their officers.

7. a. The board operational goals and policies of the HCNTF shall be formulated by the Control Board which shall be selected from the group of heads of the law enforcement units from each member Agency, and the Sheriff of Harrison County. The day to day operations of the HCNTF shall be directed by the HCNTF commander in furtherance of the goals and policies formulated by the Control Board. The Board shall meet semi-annually to review the progress of the HCNTF and to ensure that the HCNTF commander is acting in furtherance of the goals and policies formulated by the Board.

b. The HCNTF commander or his designee shall be the project director for the HCNTF and may apply for and administer any federal, state, local or private appropriations or grant funds made available for operations of the HCNTF, and thereafter may employ such staff as may be required to assist it in the conduct of its business with the approval of the Board. Neither the Unit nor Board can receive

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and expend such funds directly. Such support must be in the form of a lawfully budgeted commitment through procedures established in Paragraph 7c below.

c. Funds for the HCNTF will be accounted for and disbursed to the HCNTF according to state law and State Audit Department rules and regulations by and through Harrison County, County Comptroller, pursuant to Section 17-13-9(d), Miss. Code of 1972. Said Comptroller shall account for the respective funds obligated to the Unit through established budget, claims and purchasing procedures as set out in state law and State Audit Department rules and regulations. This account shall be administered by the HCNTF commander and used for purchase of information and purchase of evidence and shall be maintained in a current status and available for audit by any person authorized to conduct an official audit or any member of the governing Board. It is understood by all parties that funding provided under this Agreement cannot be accomplished by direct payments or contributions to the HCNTF. The HCNTF can only be funded and supported as any other city or county department and not as a separate and independent entity. The Board may only recommend the budget, purchases and expenditures.

d. The Control Board of the HCNTF, along with the HCNTF commander, shall be responsible for establishing procedures for the proper conduct of financial affairs, in accordance with existing State Department of Audit regulations, including procedures which may be necessary to ensure that regulations for use of funds by the participating Agencies are followed.

e. The participating Agencies may supply sums of money to be used in procuring of evidence, as defined in Section 99-27-37, Mississippi Code of 1972, which shall be expended and accounted for under the same provisions as if they were expended by the Harrison County Sheriff's Office and shall be maintained and available for audit by the County Comptroller or the State Auditor. The Harrison County Sheriff's Office may in its discretion make available supplemental PE/PI funds and other equipment and manpower as may be required.

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- f. Forfeitures produced by or arising out of enforcement efforts of the HCNTF shall be divided according to the guidelines set forth in state law, [§41-29-181], and/or the Federal Asset Sharing Program. It is understood that the HCNTF does not have the authority to own or hold assets independently of the participating agencies.
- g. For the purpose of adherence to state statutory guidelines, 80% of forfeiture proceeds shall be provided to the law enforcement agency whose HCNTF officer initiated the case. Distribution of the remaining 20% shall go to the District Attorney's Office for the Second Circuit for handling forfeiture actions. The Harrison County Sheriff's Office Comptroller will receive forfeited assets on behalf of the HCNTF if originated by an investigator of the Harrison County Sheriff's Office or by a Narcotics Task Force Investigator acting under the authority of the HCNTF. Expenses of liquidation and court costs will be deducted before the 80/20 split is made.
- h. All participating members of the HCNTF, agree that if an officer of their department who is not assigned to the HCNTF makes a case involving drugs in which forfeitable assets are involved, that the HCNTF may be called to assist the officer. The initiating agency shall be the law enforcement agency initiating the case. After expenses of liquidation and court costs are deducted, 80% of the forfeiture shall be received by the initiating agency. The remaining 20% shall go to the District Attorney's Office for the Second Circuit for handling forfeiture actions. The Harrison County Sheriff's Office Comptroller will receive forfeited proceeds on behalf of the HCNTF that will be distributed accordingly to the initiating agency.
- i. The Harrison County Sheriff's Office will receive seized assets, other than currency, on behalf of the HCNTF. Upon expiration of this agreement, or subsequent agreements, or the disbandment of the HCNTF, forfeited assets received by the Harrison County Sheriff's Office on behalf of the HCNTF shall be distributed to the original seizing agency on the HCNTF at the time of termination, or said

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property may be sold in accordance with state law, and the proceeds provided to the original seizing agency.

j. The District Attorney's Office for the Second Circuit will handle all forfeitures arising from seizures made under this agreement.

k. In exchange for handling forfeiture actions for the HCNTF, the District Attorney's Office for the Second Circuit will be considered a participating law enforcement agency and will receive 20% after expenses of liquidation and court costs are deducted. Whenever forfeiture of money is involved, mailing costs, filing and noticing fees and other miscellaneous cost will be deducted from forfeiture proceeds before the 80/20 split is determined. In cases where vehicles, weapons or other property is forfeited and the property will be put into service and not immediately liquidated, the property will be titled to the agency as determined by the Board. The receiving agency will then be responsible for all maintenance, insurance and other costs for the property. When the property is liquidated, expenses will be deducted and the proceeds will be divided under the 80/20 split described above.

l. Each agency shall be responsible for maintenance and repairs on the vehicle their agent assigned to the HCNTF occupies. The use by the HCNTF of any existing equipment or materials owned by the agencies shall not be construed to transfer title to such to the Agencies. It is understood by all parties that the HCNTF does not have authority to own or hold assets independently of the agencies who are parties to this agreement.

Distribution of forfeited money shall be made as follows:

HARRISON COUNTY SHERIFF'S OFFICE INITIATED CASES

20% to the Second Circuit District Attorney's Office
80% to the Harrison County Sheriff's Office

D'IBERVILLE POLICE DEPARTMENT INITIATED CASES

20% to the Second Circuit District Attorney's Office
80% to the D'Iberville Police Department

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LONG BEACH POLICE DEPARTMENT INITIATED CASES

20% to the Second Circuit District Attorney's Office
80% to the Long Beach Police Department

PASS CHRISTIAN POLICE DEPARTMENT INITIATED CASES

20% to the Second Circuit District Attorney's Office
80% to the Pass Christian Police Department

GULFPORT POLICE DEPARTMENT INITIATED CASES

20% to the Second Circuit District Attorney's Office
80% to the Gulfport Police Department

m. All asset sharing made in accordance with federal entities (DEA, HSI, USMS, ATF, etc.) will be submitted through the appropriate federal agency under the guidelines set forth in accordance with the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*. The requesting agency will submit equitable sharing request for any assets seized federally and each agency must be in compliance with the program. The HCNTF will not act as a fiduciary of federal asset sharing.

8. a. Any part of this Agreement may terminate the provisions of this Agreement by giving notice in writing to the other parties, forwarded by certified mail, return receipt requested, or hand delivered at least twenty-four (24) hours prior to the date of termination. In the event any party hereto terminates participation on the HCNTF, the remaining parties may continue to operate under this Agreement.

b. No amendment to this Agreement shall be effective unless it is set forth in writing and adopted by all parties hereto in the manner provided by law and this agreement for each.

c. Any and all personal property acquired in the certain and for the operation of the HCNTF shall be acquired in the name of and title shall vest in the party to this Agreement who shall provide the funds with which the property is acquired. A complete inventory of the property and the owner thereof shall

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Mayor and Board of Aldermen**

be maintained by the HCNTF commander. Upon termination of this Agreement, all equipment, materials and other tangible items purchased shall be the property of the office or governmental body which provided funds for the purchase and shall be delivered to the office or body within thirty (30) days after termination of this Agreement. Any property purchased with joint funds or otherwise acquired by the HCNTF shall upon Agreement and total dissolution of the HCNTF, be divided among the agencies participating in the HCNTF at such time according to agreement reached between such agencies. If no agreement is reached between such agencies within thirty (30) days of dissolution, then property purchased with joint funds or otherwise acquired by the HCNTF shall be sold and, after deducting costs of sale, the proceeds shall be equally divided among the agencies participating in the Agreement. It is understood that the HCNTF does not have the authority to own or hold assets independently of the governing authorities to the Agreement. The participating Agencies may own assets, which per this Agreement are made available for use by the HCNTF. However, the participating Agencies may jointly own some or all of the assets.

d. This Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and shall thereafter be filed for record with the Chancery Clerk of Harrison County; a copy shall be filed with the Secretary of State and the State Department of Audit within sixty (60) days after it takes effect. The HCNTF will operate under the name Harrison County Narcotics Task Force and will be filed with the appropriate agencies under the title.

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly
Authorized representatives with full rights, power and authority and on the date as set out above.

City of Pass Christian:

James "Jimmy" Rafferty
Mayor

Daren Freeman
Chief of Police

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly
Authorized representatives with full rights, power and authority and on the date as set out above.

City of D'Iberville:

Rusty Quave
Mayor

Paul "Marty" Griffin
Chief of Police

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly
Authorized representatives with full rights, power and authority and on the date as set out above.

Harrison County District Attorney:

Nathan Barrett
HCBOS President

Crosby J. Parker
District Attorney

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly Authorized representatives with full rights, power and authority and on the date as set out above.

Harrison County Board of Supervisors:

Nathan Barrett
HCBOS President

Matt Haley
Sheriff

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly
Authorized representatives with full rights, power and authority and on the date as set out above.

City of Long Beach:


George L. Bass
Mayor

William "Billy" Seal
Chief of Police

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly
Authorized representatives with full rights, power and authority and on the date as set out above.

City of Gulfport:

Billy Hewes
Mayor

Adam Cooper
Chief of Police

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly
Authorized representatives with full rights, power and authority and on the date as set out above.

State of Mississippi:

Lynn Fitch
Attorney General

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

There came on for discussion ARPA/MCWI Funding Corrective Actions, whereupon City Engineer David Ball provided the following:



overstreeteng.com
161 Lameuse St. Suite 203
Biloxi, MS 39530
228.967.7137

March 13, 2025

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

RE: ARPA/MCWI Funding – Risk Letters and Correction Action Letters

Ladies and Gentlemen:

We received the attached letters from MDEQ regarding two of the City's MCWI/ARPA awards. The two projects are the LB Sewer Upgrades – Phase 1 ("606-2-CW-5.5") and Phase 2 ("609-2-CW-5.5"). These are the two HCUA projects which replaced the deteriorating Price Bros. pipe which carried Long Beach's wastewater to the Pass Christian wastewater treatment plant.

My understanding of these two letters (for each project phase) is as follows:

1. Corrective Action Letter – this letter advises on Corrective Actions that the City must take in order to continue receiving reimbursements for the ARPA/MCWI projects. Namely, the City must officially adopt certain policies & procedures regarding procurement of project services.
2. Risk Letter – this letter advises the City of the risk of "clawback of funds" for failure to comply with all grant conditions.

As a reminder, these two projects in particular were procured & performed by the Harrison County Utility Authority, but are eligible for reimbursements to Long Beach under the City's ARPA/MCWI grant awards. Also, these projects were also either fully or nearly completed prior to any grant award, but MDEQ is understandably requiring that all projects meet the grant conditions. Also, after-the-fact corrections to each of these projects were attempted, but could not be completed. These two letters for each phase constitute MDEQ's notification to the City to correct deficiencies in its procurement policies after-the-fact, and to understand the risk of applying for grant reimbursement when known and uncorrectable deficiencies exist.

It is our recommendation that the City direct that conforming procurement policies be drafted and adopted in conformance with MDEQ's directions in the Corrective Action Letters and that the City accept or otherwise acknowledge the risk noted in the Risk Letters.

Sincerely,

David Ball, P.E.

DB:1249
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1249 - LB ARPA apps 2022\20250313 CAL & Risk Letters.docx

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Mayor and Board of Aldermen



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

MISSISSIPPI MUNICIPALITY & COUNTY WATER INFRASTRUCTURE GRANT PROGRAM

March 4, 2025

City of Long Beach
Attention: Mayor George L. Bass
201 Jeff Davis Avenue
Long Beach, MS 39560

Re: Level 1 Intervention
Corrective Action Letter #1
Project Name: Long Beach Wastewater System Upgrade Phase 1
Agreement Number: 606-2-CW-5.5

Dear Mayor Bass:

HORNE's MCWI Program Administration Team, contracted through the Mississippi Department of Environmental Quality (MDEQ) to administer the Mississippi Municipal & County Water Infrastructure Grant Program, has reviewed the procurement documentation submitted for the above referenced project. HORNE has identified non-compliance with federal regulations as set forth in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 ("Uniform Guidance"). Failure to comply with all provisions of the Uniform Guidance is a violation of Article 18 of your MCWI Grant Agreement (Agreement). Pursuant to Article 23 of your Agreement, a Level 1 Intervention requires the implementation of the corrective actions detailed below.

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Minutes of March 18, 2025
Mayor and Board of Aldermen

Mayor Bass
March 4, 2025
Page 2 of 4

Issue(s) identified within the City of Long Beach:

Issue 1:

2 CFR 200.318(a) *The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The Non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.*

Issue: The City lacks documented procurement procedures demonstrating compliance with state and federal rules and regulations applicable to the use of MCWI funds.

Required Actions: Draft and formally adopt written policies & procedures consistent with State, local, tribal laws & regulations applicable to the use of MCWI funds. Subrecipients may refer to the Procurement Policy Checklist provided by FEMA in its Roadmap to Procurement Compliance (August 2023) for guidance on the required elements of a federally compliant policy. The checklist may be found online here: https://www.fema.gov/sites/default/files/documents/fema_roadmap_procurement_compliance_checklist.pdf. Additionally, to ensure compliance with state rules and regulations, the Mississippi Office of the State Auditor publishes a County Purchase Clerk Manual and a Purchase Law Update which may be used to draft a compliant policy. These resources may be found here: <https://www.osa.state.ms.us/resources/>.

Due Date: The corrective actions must be taken before future reimbursement requests can be processed.

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

Mayor Bass
March 4, 2025
Page 3 of 4

HORNE'S MCWI Program Administration Team will be unable to process any Reimbursement Requests until you acknowledge your intention to implement the correction actions outlined above by signing below and returning to MCWISubrecipient@horne.com.

Please note that compliance with the above correction actions does not nullify the provisions of Article 7. F and G of your Agreement, which state:

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

In addition, the ultimate decision as to whether the corrective action is adequate in satisfying federal procurement requirements and/or whether funds may result in the claw back of funds rests with the U.S. Treasury. Likewise, the State (including but not limited to the State Auditor) may determine the corrective action is inadequate. As such, implementation of the recommended corrective action does not mean there is no risk of clawback. Due to these risks, you may choose to withdraw your request for reimbursement through formal indication on the bottom of this letter. If you have any questions, please contact MCWISubrecipient@horne.com and include the MCWI Agreement Number in the Subject line of the inquiry.

Sincerely,

HORNE's MCWI Program Administration Team

Minutes of March 18, 2025
Mayor and Board of Aldermen

Mayor Bass
March 4, 2025
Page 4 of 4

INSTRUCTIONS: Please utilize this section to indicate your intentions regarding the identified instance(s) of noncompliance. Please sign one of the two options below to indicate how the Subrecipient will proceed.

SUBRECIPIENT ACKNOWLEDGES ACCEPTANCE OF RISK AND INTENTION TO SEEK REIMBURSEMENT

By signing below, I agree to complete the required actions and pursue reimbursement of costs in which an instance of noncompliance was identified.

By: 
Authorized Signature

Date: 3/18/25

SUBRECIPIENT INTENTION TO WITHDRAW REIMBURSEMENT REQUEST

By signing below, I wish to withdraw the below listed request for reimbursement.

Reimbursement Request Number: _____

By: _____
Authorized Signature

Date: _____

**Minutes of March 18, 2025
Mayor and Board of Aldermen**



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

MISSISSIPPI MUNICIPALITY & COUNTY WATER INFRASTRUCTURE GRANT PROGRAM

March 4, 2025

City of Long Beach
Attention: Mayor George L. Bass
201 Jeff Davis Avenue
Long Beach, MS 39560

Re: Level 1 Intervention
Corrective Action Letter #1
Project Name: Long Beach Wastewater System Upgrade Phase 2
Agreement Number: 609-2-CW-5.5

Dear Mayor Bass:

HORNE's MCWI Program Administration Team, contracted through the Mississippi Department of Environmental Quality (MDEQ) to administer the Mississippi Municipal & County Water Infrastructure Grant Program, has reviewed the procurement documentation submitted for the above referenced project. HORNE has identified non-compliance with federal regulations as set forth in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 ("Uniform Guidance"). Failure to comply with all provisions of the Uniform Guidance is a violation of Article 18 of your MCWI Grant Agreement (Agreement). Pursuant to Article 23 of your Agreement, a Level 1 Intervention requires the implementation of the corrective actions detailed below.

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**Minutes of March 18, 2025
Mayor and Board of Aldermen**

Mayor Bass
March 4, 2025
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Issue(s) identified within the City of Long Beach:

Issue 1:

2 CFR 200.318(a) *The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The Non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.*

Issue: The City lacks documented procurement procedures demonstrating compliance with state and federal rules and regulations applicable to the use of MCWI funds.

Required Actions: **Draft** and formally adopt written policies & procedures consistent with State, local, tribal laws & regulations applicable to the use of MCWI funds. Subrecipients may refer to the Procurement Policy Checklist provided by FEMA in its Roadmap to Procurement Compliance (August 2023) for guidance on the required elements of a federally compliant policy. The checklist may be found online here: https://www.fema.gov/sites/default/files/documents/fema_roadmap_procurement_compliance_checklist.pdf. Additionally, to ensure compliance with state rules and regulations, the Mississippi Office of the State Auditor publishes a County Purchase Clerk Manual and a Purchase Law Update which may be used to draft a compliant policy. These resources may be found here: <https://www.osa.state.ms.us/resources/>.

Due Date: The corrective actions must be taken before future reimbursement requests can be processed.

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Mayor and Board of Aldermen**

Mayor Bass
March 4, 2025
Page 3 of 4

HORNE'S MCWI Program Administration Team will be unable to process any Reimbursement Requests until you acknowledge your intention to implement the correction actions outlined above by signing below and returning to MCWISubrecipient@horne.com.

Please note that compliance with the above correction actions does not nullify the provisions of Article 7. F and G of your Agreement, which state:

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

In addition, the ultimate decision as to whether the corrective action is adequate in satisfying federal procurement requirements and/or whether funds may result in the claw back of funds rests with the U.S. Treasury. Likewise, the State (including but not limited to the State Auditor) may determine the corrective action is inadequate. As such, implementation of the recommended corrective action does not mean there is no risk of clawback. Due to these risks, you may choose to withdraw your request for reimbursement through formal indication on the bottom of this letter. If you have any questions, please contact MCWISubrecipient@horne.com and include the MCWI Agreement Number in the Subject line of the inquiry.

Sincerely,

HORNE's MCWI Program Administration Team

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Mayor and Board of Aldermen

Mayor Bass
March 4, 2025
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INSTRUCTIONS: Please utilize this section to indicate your intentions regarding the identified instance(s) of noncompliance. Please sign one of the two options below to indicate how the Subrecipient will proceed.

SUBRECIPIENT ACKNOWLEDGES ACCEPTANCE OF RISK AND INTENTION TO SEEK REIMBURSEMENT

By signing below, I agree to complete the required actions and pursue reimbursement of costs in which an instance of noncompliance was identified.

By: 
Authorized Signature

Date: 3/18/25

SUBRECIPIENT INTENTION TO WITHDRAW REIMBURSEMENT REQUEST

By signing below, I wish to withdraw the below listed request for reimbursement.

Reimbursement Request Number: _____

By: _____
Authorized Signature

Date: _____

**Minutes of March 18, 2025
Mayor and Board of Aldermen**



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

MISSISSIPPI MUNICIPALITY & COUNTY WATER INFRASTRUCTURE GRANT PROGRAM

March 4, 2025

City of Long Beach
Attention: Mayor George L. Bass
201 Jeff Davis Avenue
Long Beach, MS 39560

Re: Risk Letter #1
Project Name: Long Beach Wastewater System Upgrade Phase 1
Agreement Number: 606-2-CW-5.5

Dear Mayor Bass:

Pursuant to the discussion between HORNE's MCWI Program Administration Team, the City's Project Engineer, and the City Clerk on February 1, 2025, and based on our understanding of the facts and circumstances as provided by the City, the contractors will not provide the requested modifications and/or certifications to demonstrate compliance with state and federal rules and regulations applicable to the use of MCWI funds, Payment and Performance bonds, and certifications to address applicable provisions set forth in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 ("Uniform Guidance").

It is important for the City to understand that any risk of clawback of funds as the result of an audit is the City's risk, and ultimately this correspondence cannot guarantee an absence of risk. Article 7. F and G of your Subaward Agreement state:

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds

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Mayor Bass
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other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

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Due to these risks, please provide the formal indication below when submitting reimbursement requests for the relevant materials. If you have any questions, please contact MCWISubrecipient@home.com and include the MCWI Agreement Number in the Subject line of the inquiry.

Sincerely,

HORNE's MCWI Program Administration Team

Minutes of March 18, 2025
Mayor and Board of Aldermen

Mayor Bass
March 4, 2025
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INSTRUCTIONS: Please utilize this section to indicate your intentions regarding the identified instance(s) of noncompliance. Please sign one of the two options below to indicate how the Subrecipient will proceed.

SUBRECIPIENT ACKNOWLEDGES ACCEPTANCE OF RISK AND INTENTION TO SEEK REIMBURSEMENT

By signing below, I agree to complete the required actions and pursue reimbursement of costs in which an instance of noncompliance was identified.

By: 
Authorized Signature

Date: 3/18/25

SUBRECIPIENT INTENTION TO WITHDRAW REIMBURSEMENT REQUEST

By signing below, I wish to withdraw the below listed request for reimbursement.

Reimbursement Request Number: _____

By: _____
Authorized Signature

Date: _____

**Minutes of March 18, 2025
Mayor and Board of Aldermen**



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

MISSISSIPPI MUNICIPALITY & COUNTY WATER INFRASTRUCTURE GRANT PROGRAM

March 4, 2025

City of Long Beach
Attention: Mayor George L. Bass
201 Jeff Davis Avenue
Long Beach, MS 39560

Re: Risk Letter #1
Project Name: Long Beach Wastewater System Upgrade Phase 2
Agreement Number: 609-2-CW-5.5

Dear Mayor Bass:

Pursuant to the discussion between HORNE's MCWI Program Administration Team, City's Project Engineer, and City Clerk on February 1, 2025, and based on our understanding of the facts and circumstances as provided by the City, the contractors will not provide the requested modifications and/or certifications to demonstrate compliance with state and federal rules and regulations applicable to the use of MCWI funds and certifications to address applicable provisions set forth in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 ("Uniform Guidance").

It is important for the City to understand that any risk of clawback of funds as the result of an audit is the City's risk, and ultimately this correspondence cannot guarantee an absence of risk. Article 7. F and G of your Subaward Agreement state:

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**Minutes of March 18, 2025
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Mayor Bass
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Page 2 of 3

other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

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Due to these risks, please provide the formal indication below when submitting reimbursement requests for the relevant materials. If you have any questions, please contact MCWISubrecipient@horne.com and include the MCWI Agreement Number in the Subject line of the inquiry.

Sincerely,

HORNE's MCWI Program Administration Team

Minutes of March 18, 2025
Mayor and Board of Aldermen

Mayor Bass
March 4, 2025
Page 3 of 3

INSTRUCTIONS: Please utilize this section to indicate your intentions regarding the identified instance(s) of noncompliance. Please sign one of the two options below to indicate how the Subrecipient will proceed.

SUBRECIPIENT ACKNOWLEDGES ACCEPTANCE OF RISK AND INTENTION TO SEEK REIMBURSEMENT

By signing below, I agree to complete the required actions and pursue reimbursement of costs in which an instance of noncompliance was identified.

By: 
Authorized Signature

Date: 3/18/25

SUBRECIPIENT INTENTION TO WITHDRAW REIMBURSEMENT REQUEST

By signing below, I wish to withdraw the below listed request for reimbursement.

Reimbursement Request Number: _____

By: _____
Authorized Signature

Date: _____

After continued discussion, Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to approve the foregoing corrective action and risk letters, authorize the Mayor to execute same and to draft and adopt policies pertaining to procurement.

Change Order - W.C. Fore Trucking; Eastern Bulkhead was removed from the agenda.

**Minutes of March 18, 2025
Mayor and Board of Aldermen**

Building Official Mike Gundlach apprised the Mayor and Board Hotel Whiskey would soon be pouring slabs and would be temporarily obstructing the sidewalk on 3rd Street.

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

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman McCaffrey made motion seconded by Alderman Bennett and unanimously carried to recess until Wednesday, April 2, 2025 at 5:00 pm, due to the municipal elections.

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mike Brown, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk