

**Minutes of January 23, 2025
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF JANUARY 21, 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**
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VIII. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN**
 - a. January 7, 2025 Regular & Executive Session
 - 2. PLANNING & DEVELOPMENT COMMISSION**
 - a. January 9, 2025
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 012125**
- X. UNFINISHED BUSINESS**
 - 1. Basketball Courts – Alderman McCaffrey**
- XI. NEW BUSINESS**
 - 1. Resolution Board – Election Commissioner King Batey**
 - 2. Special Event Application – City of Long Beach & Chamber of Commerce; Sea Santa Sail-a-Bration**
 - 3. MOA – MDOT; Intersection Improvements W Railroad & Jeff Davis Ave**
 - 4. MOA – MDOT; Intersection Improvements Klondyke & W Railroad**
 - 5. MOA – MDOT; Intersection Improvements Klondyke & Pineville**
 - 6. Ordinance – Adopt 2024 International Building Codes**
 - 7. Shooting Facility Guidelines & Regulations**
 - 8. Tree Board Resignation – Victor Chapman**
 - 9. No Loitering Signs – Town Green, Library, City Hall**
 - 10. Petty Cash Increase Request – Library**
 - 11. Asphalt & Drainage Discussion – Alderman Brown**
 - 12. Advertising Requirements – Alderman Frazer**
- XII. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE**
 - 2. PERSONNEL**
 - a. Police Dept – CTO Pay (3)
 - b. Fire Dept – Resignation (1); Part-time New Hire (2)
 - c. Cross Training City Clerk & Court Clerk
 - 3. CITY CLERK**
 - a. Revenue/Expense Report December 2024
 - 4. FIRE DEPARTMENT**
 - 5. POLICE DEPARTMENT**
 - a. MOU – Mississippi Cyber Unit
 - b. Contract – CloudGavel LLC; Electronic Signature Software
 - c. Contract – Power DMS; Policy Management
 - 6. ENGINEERING**
 - a. Change Order – Bottom 2 Top Construction; Edmund Dr. Water Imp.
 - b. Pavement Markings Jeff Davis Ave
 - c. Pavement Markings Pineville Rd (Espy to Beatline)
 - 7. PUBLIC WORKS**
 - 8. RECREATION**
 - 9. BUILDING OFFICE**
 - 10. MUNICIPAL COURT**
 - 11. HARBOR**
 - 12. COMMUNITY AFFAIRS**
 - 13. DERELICT PROPERTIES**
 - a. 400 E Railroad – Earl Shaddix
- XIII. REPORT FROM CITY ATTORNEY**
- XIV. ADJOURN (OR) RECESS**

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Be it remembered that a recess meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 3:00 o'clock p.m. on the 23th day of January, 2025, at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen, recessing the meeting from January 21, 2025.

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, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

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

Due to weather conditions, it was the consensus of the Mayor and Board of Aldermen to only address time sensitive items on the agenda. All other items will be moved to the February 4, 2025 meeting.

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to suspend the rules and add item #13 Ratification of Proclamation of Civil Emergency under New Business.

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the Regular and Executive Session minutes of the Mayor and Board of Aldermen dated January 7, 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 January 9, 2025, as submitted.

Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed on Docket of Claims number 012125, as submitted.

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Basketball Courts – Alderman McCaffrey was moved to the next meeting agenda.

Election Commissioner King Batey provided the following information regarding the Resolution Board:

Kini Gonsoulin

From: Stacey Dahl <stacey@cityoflongbeachms.com>
Sent: Wednesday, January 15, 2025 1:51 PM
To: 'Kini Gonsoulin'
Subject: 1/21/25 Agenda Item

Regarding the upcoming Municipal Elections , Election Commission Chairman King Batey, would like to apprise the Board of Aldermen that Charlotte Timmons and Jackie Hansen have advised him they no longer wish to serve on the Resolution Board.

The Election Commission is pleased to inform you that Jan Hansen and Tony VanCourt have agreed to serve on the Resolution Board. The 3rd member of the Resolution Board continues to be Warren Painter.

No action was required or taken.

Special Event Application – City of Long Beach & Chamber of Commerce; Sea Santa Sail-a-Bration was moved to the next meeting agenda.

**Minutes of January 23, 2025
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Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve the following Memorandum of Agreement with MDOT for Intersection Improvements West Railroad & Jeff Davis Avenue, and authorize the Mayor to execute same:

STP-0295-00(030)LPA / 109850-701000
Intersection Improvements at W Railroad and Jeff Davis
City of Long Beach

12.06.2024 *thompson*

MEMORANDUM OF AGREEMENT

STP-0295-00(030)LPA / 109850-701000
Intersection Improvements at W Railroad and Jeff Davis
City of Long Beach

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Long Beach (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over funds that are available for local public agency projects pursuant to Section 65-1-8 of the Mississippi Code; and

WHEREAS, the LPA intends to develop intersection improvements at W Railroad Street and Jeff Davis Avenue; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$647,304.00 in Federal Funds (80% federal funds and 20% local match required) are available for the prosecution of the Project, and that the above mentioned awarded federal funds may be rescinded if they are not obligated on or before N/A, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission, and MDOT requires the LPA to provide the local share (local match) previously stated, plus any other non-participating costs; and

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA hereby agrees, contracts, covenants, and binds itself to the following responsibilities, duties, terms, and conditions:

1. The LPA shall immediately designate a full-time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

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12.06.2024 (initials)

3. The LPA shall submit to MDOT as-built plans in electronic files as PDF and in a format that is compatible with MicroStation, if requested, prior to MDOT acceptance. For bridge construction or rehabilitation projects or projects on routes funded by the Office of State Aid Road Construction (OSARC), the LPA must provide any requested documentation/ as-Built data requested by OSARC in the format found acceptable to OSARC. This must be done prior to MDOT acceptance.
4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld by MDOT for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal remedies.
5. The LPA shall follow and abide by all applicable federal requirements, specifically, but not limited to, the provisions that **prohibit** retainage being withheld from installment payments to the construction contractor.
6. The LPA agrees that if any act or omission on the part of the LPA, its consultant or its contractor(s) causes loss of federal funding from FHWA or any other source, or if any penalty is imposed by the United States of America or the State of Mississippi, by and through the Department of Environmental Quality, under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, then the LPA will be solely responsible for all additional fines, penalties or other costs that result from the acts or omissions of the LPA.
7. In compliance with State Law, the LPA shall timely pay all payments owed to contractors and consultants according to the terms of the respective contracts, and in all instances, payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.
 - A. Payments to railroads, their consultants, or contractors, for work included in the Project, may be made by MDOT directly, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.
 - B. At its discretion, or in the event of the LPA failing to meet audit requirements, MDOT may choose to make direct partial payments to contractors from the federal funds available for the Project. Should MDOT choose this method of payment, the LPA is in no way relieved of its responsibility to pay all amounts due under its contract that are not covered by partial payments made directly by MDOT.
8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the amount of available federal funds for the Project.
9. All contracts and subcontracts shall include a provision for compliance with the Mississippi Employment Protection Act as codified in Sections 71-11-1 and 71-11-3 of the Mississippi Code of 1972, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor

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12.06.2024 Update

shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreaking, ribbon cuttings, other public events, and any other public information or media resources by notifying MDOT's Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the appropriate Transportation Commissioner, the Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that the Project must follow a schedule that meets MDOT guidelines, and a failure to do so may result in the funds allocated to the Project being rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts previously paid to the LPA by MDOT. MDOT's guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Advertisement Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to the Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld, and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced as part of, or in conjunction with, this Project shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer assigned to the Project by

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Intersection Improvements at W Railroad and Jeff Davis
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12.06.2024 isak@plac

the consulting engineering firm, or the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of the Commission or MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans, specifications, addenda, or supplemental agreement, as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted and the provisions of paragraph 7 B (page 2) will no longer apply.

18. On or before October 31 of each year from the date of this agreement until the Project is completed, the LPA must provide a report to MDOT as required by as required by code section 27-104-351 of the Mississippi Code of 1972, detailing the expenditures of state funds and the intended expenditures of state funds not spent.

19. Upon completion of projects containing bridge construction or rehabilitation, a National Bridge Inspection Standards (NBIS) compliant inspection shall be made to fully document the as-built condition of the bridge. The findings of the inspection shall be documented in an inspection report and submitted via AssetWise.

20. A load rating shall be performed to document the live load carrying capacity of each bridge after the project or projects are complete. The load rating calculations and results shall be submitted via AssetWise.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with Commission and FHWA approval.
2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.
3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by the Commission does not relieve the LPA from its full responsibility for the proper design and construction of the Project.
5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. At its discretion, make payments for services rendered during the preliminary engineering phase of the project to the LPA's selected Consultant(s). The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

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City of Long Beach

12.06.2024 (draft)

8. At its discretion, make payments to the Contractor and the LPA's selected Consultant(s) during the construction phase from the Federal funds obligated. The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, the MDOT LPA Project Development Manual, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOA, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors, or subcontractors to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and/or other resources to address issues on the Project, then MDOT may charge time to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

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STP-0295-00(030)I.PA / 109850-701000
Intersection Improvements at W Railroad and Jeff Davis
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12.06.2024 *hulaplaic*

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this Agreement with regard to notice, the following individuals are designated as agents for the respective parties hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
George Bass, Mayor
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
Phone: (228) 863-1556
Fax: (228) 865-0822

For Technical Matters:

COMMISSION:
District LPA Engineer – District Six
MDOT
16499-B Hwy 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 831-0681

LPA:
Kini Gonsoulin, Comptroller
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
Phone: (228) 863-1556
Fax: (228) 865-0822

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

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

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

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Intersection Improvements at W Railroad and Jeff Davis
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12.06.2024 Rev/01/01/01

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, or omissions of the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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Intersection Improvements at W Railroad and Jeff Davis
City of Long Beach

12.06.2024 finalplate

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.


So agreed this the 23rd day of January, 2025.

City of Long Beach



George Bass, Mayor

Attested:


(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Bradley R. White
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

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Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Memorandum of Agreement with MDOT for Intersection Improvements Klondyke & W Railroad, and authorize the Mayor to execute same:

STP-0295-00(029)LPA / 109849-701000
Intersection Improvements at Klondyke and W Railroad
City of Long Beach

12.06.2024 [initials]

MEMORANDUM OF AGREEMENT

STP-0295-00(029)LPA / 109849-701000
Intersection Improvements at Klondyke and W Railroad
City of Long Beach

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Long Beach (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over funds that are available for local public agency projects pursuant to Section 65-1-8 of the Mississippi Code; and

WHEREAS, the LPA intends to develop intersection improvements at Klondyke Road and W. Railroad Road; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$93,069.00 in Federal Funds (80% federal funds and 20% local match required) are available for the prosecution of the Project, and that the above mentioned awarded federal funds may be rescinded if they are not obligated on or before N/A, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission, and MDOT requires the LPA to provide the local share (local match) previously stated, plus any other non-participating costs; and

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

- A. The LPA hereby agrees, contracts, covenants, and binds itself to the following responsibilities, duties, terms, and conditions:
1. The LPA shall immediately designate a full-time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.
 2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

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12.06.2024 10:40:10 AM

3. The LPA shall submit to MDOT as-built plans in electronic files as PDF and in a format that is compatible with MicroStation, if requested, prior to MDOT acceptance. For bridge construction or rehabilitation projects or projects on routes funded by the Office of State Aid Road Construction (OSARC), the LPA must provide any requested documentation/ as-Built data requested by OSARC in the format found acceptable to OSARC. This must be done prior to MDOT acceptance.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld by MDOT for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal remedies.

5. The LPA shall follow and abide by all applicable federal requirements, specifically, but not limited to, the provisions that **prohibit** retainage being withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA, its consultant or its contractor(s) causes loss of federal funding from FHWA or any other source, or if any penalty is imposed by the United States of America or the State of Mississippi, by and through the Department of Environmental Quality, under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, then the LPA will be solely responsible for all additional fines, penalties or other costs that result from the acts or omissions of the LPA.

7. In compliance with State Law, the LPA shall timely pay all payments owed to contractors and consultants according to the terms of the respective contracts, and in all instances, payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

A. Payments to railroads, their consultants, or contractors, for work included in the Project, may be made by MDOT directly, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.

B. At its discretion, or in the event of the LPA failing to meet audit requirements, MDOT may choose to make direct partial payments to contractors from the federal funds available for the Project. Should MDOT choose this method of payment, the LPA is in no way relieved of its responsibility to pay all amounts due under its contract that are not covered by partial payments made directly by MDOT.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the amount of available federal funds for the Project.

9. All contracts and subcontracts shall include a provision for compliance with the Mississippi Employment Protection Act as codified in Sections 71-11-1 and 71-11-3 of the Mississippi Code of 1972, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor

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shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings, other public events, and any other public information or media resources by notifying MDOT's Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the appropriate Transportation Commissioner, the Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that the Project must follow a schedule that meets MDOT guidelines, and a failure to do so may result in the funds allocated to the Project being rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts previously paid to the LPA by MDOT. MDOT's guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Advertisement Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to the Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld, and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced as part of, or in conjunction with, this Project shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer assigned to the Project by

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the consulting engineering firm, or the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of the Commission or MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans, specifications, addenda, or supplemental agreement, as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted and the provisions of paragraph 7 B (page 2) will no longer apply.

18. On or before October 31 of each year from the date of this agreement until the Project is completed, the LPA must provide a report to MDOT as required by as required by code section 27-104-351 of the Mississippi Code of 1972, detailing the expenditures of state funds and the intended expenditures of state funds not spent.

19. Upon completion of projects containing bridge construction or rehabilitation, a National Bridge Inspection Standards (NBIS) compliant inspection shall be made to fully document the as-built condition of the bridge. The findings of the inspection shall be documented in an inspection report and submitted via AssetWise.

20. A load rating shall be performed to document the live load carrying capacity of each bridge after the project or projects are complete. The load rating calculations and results shall be submitted via AssetWise.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with Commission and FHWA approval.
2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.
3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by the Commission does not relieve the LPA from its full responsibility for the proper design and construction of the Project.
5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. At its discretion, make payments for services rendered during the preliminary engineering phase of the project to the LPA's selected Consultant(s). The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

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12.06.2024 (bwp/ptc)

8. At its discretion, make payments to the Contractor and the LPA's selected Consultant(s) during the construction phase from the Federal funds obligated. The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, the MDOT LPA Project Development Manual, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOA, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors, or subcontractors to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and/or other resources to address issues on the Project, then MDOT may charge time to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

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City of Long Beach

12.06.2024 *llh/ajp/lrc*

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this Agreement with regard to notice, the following individuals are designated as agents for the respective parties hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
George Bass, Mayor
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
Phone: (228) 863-1556
Fax: (228) 865-0822

For Technical Matters:

COMMISSION:
District LPA Engineer – District Six
MDOT
16499-B Hwy 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 831-0681

LPA:
Kini Gonsoulin, Comptroller
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
Phone: (228) 863-1556
Fax: (228) 865-0822

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

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

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

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ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, or omissions of the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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Intersection Improvements at Klondyke and W Railroad
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12.06.2024 (inkjet)

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 23rd day of January, 2025.

City of Long Beach



George Bass, Mayor

Attested:

Stacy Dahl
(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Bradley R. White
Executive Director
Mississippi Department of Transportation

Book _____, Page _____.

**Minutes of January 23, 2025
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Alderman Parker made motion seconded by Alderman McGoey and unanimously carried to approve the following Memorandum of Agreement with MDOT for Intersection Improvements Klondyke & Pineville, and authorize the Mayor to execute same:

STP-0295-00(027)LPA / 109393-701000
Intersection Improvements at Klondyke and Pineville
City of Long Beach

12.06.2024 *thetopline*

REPLACEMENT

MEMORANDUM OF AGREEMENT

STP-0295-00(027)LPA / 109393-701000
Intersection Improvements at Klondyke and Pineville
City of Long Beach

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Long Beach (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over funds that are available for local public agency projects pursuant to Section 65-1-8 of the Mississippi Code; and

WHEREAS, the LPA intends to develop intersection improvements at Klondyke Road and Pineville Road; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$983,595.00 in Federal Funds (80% federal funds and 20% local match required) are available for the prosecution of the Project, and that the above mentioned awarded federal funds may be rescinded if they are not obligated on or before N/A, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission, and MDOT requires the LPA to provide the local share (local match) previously stated, plus any other non-participating costs; and

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

- A.** The LPA hereby agrees, contracts, covenants, and binds itself to the following responsibilities, duties, terms, and conditions:
1. The LPA shall immediately designate a full-time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.
 2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental

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process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

3. The LPA shall submit to MDOT as-built plans in electronic files as PDF and in a format that is compatible with MicroStation, if requested, prior to MDOT acceptance. For bridge construction or rehabilitation projects or projects on routes funded by the Office of State Aid Road Construction (OSARC), the LPA must provide any requested documentation/ as-Built data requested by OSARC in the format found acceptable to OSARC. This must be done prior to MDOT acceptance.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld by MDOT for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal remedies.

5. The LPA shall follow and abide by all applicable federal requirements, specifically, but not limited to, the provisions that **prohibit** retainage being withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA, its consultant or its contractor(s) causes loss of federal funding from FHWA or any other source, or if any penalty is imposed by the United States of America or the State of Mississippi, by and through the Department of Environmental Quality, under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, then the LPA will be solely responsible for all additional fines, penalties or other costs that result from the acts or omissions of the LPA.

7. In compliance with State Law, the LPA shall timely pay all payments owed to contractors and consultants according to the terms of the respective contracts, and in all instances, payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

A. Payments to railroads, their consultants, or contractors, for work included in the Project, may be made by MDOT directly, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.

B. At its discretion, or in the event of the LPA failing to meet audit requirements, MDOT may choose to make direct partial payments to contractors from the federal funds available for the Project. Should MDOT choose this method of payment, the LPA is in no way relieved of its responsibility to pay all amounts due under its contract that are not covered by partial payments made directly by MDOT.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the amount of available federal funds for the Project.

9. All contracts and subcontracts shall include a provision for compliance with the Mississippi Employment Protection Act as codified in Sections 71-11-1 and 71-11-3 of the Mississippi Code of 1972, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative

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12/06/2024 nalspiac

Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreaking, ribbon cuttings, other public events, and any other public information or media resources by notifying MDOT's Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the appropriate Transportation Commissioner, the Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that the Project must follow a schedule that meets MDOT guidelines, and a failure to do so may result in the funds allocated to the Project being rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts previously paid to the LPA by MDOT. MDOT's guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Advertisement Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to the Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld, and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced as part of, or in conjunction with, this Project shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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12.06.2024 *haskyline*

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer assigned to the Project by the consulting engineering firm, or the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of the Commission or MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans, specifications, addenda, or supplemental agreement, as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted and the provisions of paragraph 7 B (page 2) will no longer apply.

18. On or before October 31 of each year from the date of this agreement until the Project is completed, the LPA must provide a report to MDOT as required by as required by code section 27-104-351 of the Mississippi Code of 1972, detailing the expenditures of state funds and the intended expenditures of state funds not spent.

19. Upon completion of projects containing bridge construction or rehabilitation, a National Bridge Inspection Standards (NBIS) compliant inspection shall be made to fully document the as-built condition of the bridge. The findings of the inspection shall be documented in an inspection report and submitted via AssetWise.

20. A load rating shall be performed to document the live load carrying capacity of each bridge after the project or projects are complete. The load rating calculations and results shall be submitted via AssetWise.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with Commission and FHWA approval.

2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.

3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by the Commission does not relieve the LPA from its full responsibility for the proper design and construction of the Project.

5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

7. At its discretion, make payments for services rendered during the preliminary

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12.06 2024 *iss/ajptm*

engineering phase of the project to the LPA's selected Consultant(s). The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

8. At its discretion, make payments to the Contractor and the LPA's selected Consultant(s) during the construction phase from the Federal funds obligated. The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, the MDOT LPA Project Development Manual, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOA, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors, or subcontractors to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and/or other resources to address issues on the Project, then MDOT may charge time to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the

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amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this Agreement with regard to notice, the following individuals are designated as agents for the respective parties hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
George Bass, Mayor
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
Phone: (228) 863-1556
Fax: (228) 865-0822

For Technical Matters:

COMMISSION:
District LPA Engineer – District Six
MDOT
16499-B Hwy 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 831-0681

LPA:
Kini Gonsoulin, Comptroller
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
Phone: (228) 863-1556
Fax: (228) 865-0822

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

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

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

**Minutes of January 23, 2025
Mayor and Board of Aldermen**

STP-0295-00(027)L.PA / 109393-701000
Intersection Improvements at Klondyke and Pineville
City of Long Beach

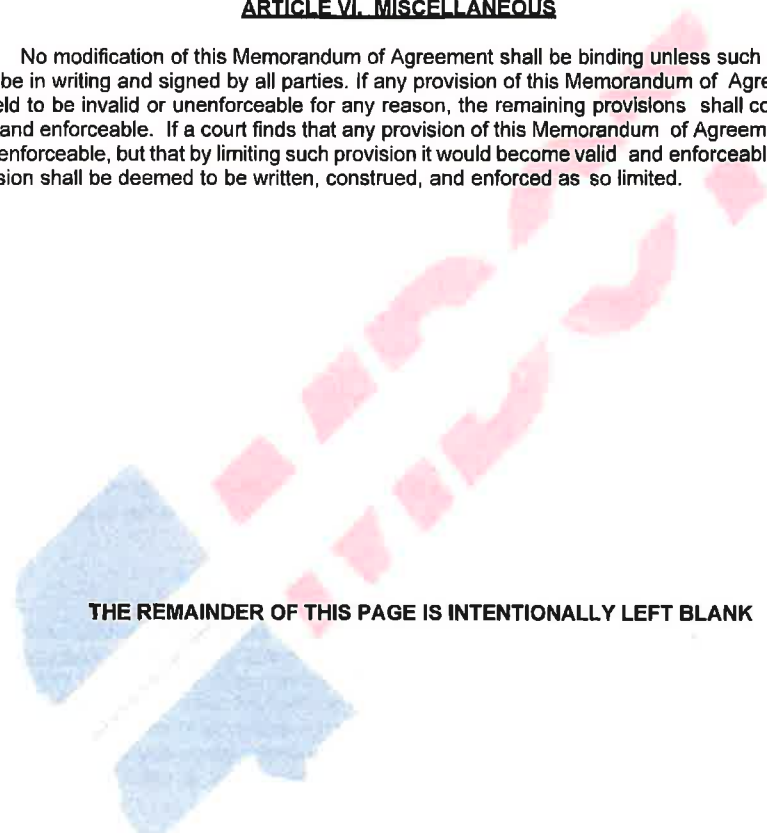
12.06.2024 DocuSign

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, or omissions of the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.



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Minutes of January 23, 2025 Mayor and Board of Aldermen

STP-0295-00(027)LPA / 109393-701000
Intersection Improvements at Klondyke and Pineville
City of Long Beach

12.06.2024 10:40:00 AM

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 23rd day of January, 2025.

City of Long Beach



George Bass, Mayor

Attested:

Stacey Dahl
(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Bradley R. White
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

**Minutes of January 23, 2025
Mayor and Board of Aldermen**

Ordinance – Adopt 2024 International Building Codes was moved to the next meeting agenda.

Shooting Facility Guidelines & Regulations was moved to the next meeting agenda.

Tree Board Resignation – Victor Chapman was moved to the next meeting agenda.

No Loitering Signs – Town Green, Library, City Hall was moved to the next meeting agenda.

Petty Cash Increase Request – Library was moved to the next meeting agenda.

Asphalt & Drainage Discussion – Alderman Brown was moved to the next meeting agenda.

Advertising Requirements – Alderman Frazer was moved to the next meeting agenda.

**Minutes of January 23, 2025
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Parker and unanimously carried to Ratify the following Proclamation of a Civil Emergency for winter storm conditions:

City of Long Beach



OFFICE OF THE MAYOR
CITY OF LONG BEACH, MISSISSIPPI

PROCLAMATION OF A CIVIL EMERGENCY

WHEREAS, the undersigned Mayor of the City of Long Beach, Mississippi, as Chief Administrative Officer of said City, does now find, determine and adjudicate, that conditions of extreme peril to the public health and safety of the citizens and property in the City of Long Beach, Mississippi, do now exist, caused by freezing rain, snow and icy road conditions and other related disastrous consequences created by a Winter Storm all on or about January 20, 2025; and said conditions warrant the proclamation of a civil emergency as defined in §45-17-1 of the Mississippi Code, Annotated; now therefore

IT IS HEREBY PROCLAIMED, that a civil emergency is hereby deemed to exist within the City of Long Beach, Mississippi, as of the date hereof, until its termination is further proclaimed by the undersigned Mayor of the City of Long Beach, Mississippi.

This the 19th day of January, 2025, Long Beach, Harrison County, Mississippi.

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


Stacey Dahl, City Clerk

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

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Alderman McGoey recused himself from the meeting.

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

Police Dept:

- CTO Pay, Dispatcher 1st Class Daniell Zeigler, effective January 16, 2025
- CTO Pay, Dispatcher 1st Class Paige Malchow-Worthington, effective January 16, 2025
- CTO Pay, Dispatcher 1st Class Dorothy Mitchell, effective January 16, 2025

Fire Dept:

- Resignation, Lieutenant Brandon Bates, effective January 15, 2025
- Part-Time New Hire, Firefighter Pete McGoey, \$16.50 per hour, effective January 21, 2025
- Part-Time New Hire, Firefighter Taylor McGoey, \$16.50 per hour, effective January 21, 2025

Alderman McGoey returned to the meeting at this time.

Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to approve cross training for the City Clerk and Court Clerk positions in anticipation of new hires effective July 1, 2025.

Revenue/Expense Report December 2024 was moved to the next meeting agenda.

**Minutes of January 23, 2025
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Memorandum of Understanding with Mississippi Cyber Unit, and authorize the Mayor to execute same:



**Mississippi Cyber Unit:
Memorandum of Understanding**



This Memorandum of Understanding, (hereafter "Agreement"), between the Long Beach Police Department, (hereafter "Partner Agency"), with offices located at 201 Alexander Road, Long Beach, MS 39560 and the Mississippi Cyber Unit, (hereafter "MCU"), a division of the Mississippi Office of Homeland Security, with offices located at 1 Mema Drive, Pearl, MS 39208, an office of the Mississippi Department of Public Safety (hereafter "MDPS"), outlines a cooperative agreement by which MCU will provide an external attack surface management system, (hereafter "ASM"), consisting of all components which will or may be provided by MCU to Partner Agency. The ASM is web-based and only monitors infrastructure accessible to the Internet. The ASM does not require any hardware or software installation by the Partner Agency.

WHEREAS, MCU, in conjunction with its contractors, has undertaken the deployment of an ASM, which provides external vulnerability and risk management incites; and

WHEREAS, MCU has made provisions to provide implementation of, and training for, ASM; and

WHEREAS, Partner Agency desires to utilize the ASM being offered;

NOW, THEREFORE, in consideration of the mutual understandings, promises, consideration, and agreements set forth below, the parties hereto agree as follows:

Period of Performance

This Agreement shall provide for an initial term of one year from the date of the last signature affixed hereto, (hereafter ("Initial Term")).

The Parties agree that this Agreement may be extended for four additional one-year periods, upon execution of a written amendment to the Agreement prior to the expiration of the Agreement.

Termination

Either party may terminate this Agreement for convenience by written ninety-day notice.

Either party may terminate this Agreement for cause immediately by written notice.

Commercial Terms

During the Initial Term or Subsequent Terms, the charge to Partner Agency for use of the ASM system will be zero dollars (\$0.00). Should funding sources or system cost change, MCU reserves the right to negotiate a fee with Partner Agency that will cover the cost, or a portion of the cost, of operating, supporting, and upgrading the ASM.

MCU Responsibilities

MCU agrees to:

1. Monitor ASM and notify Partner Agency within five (5) business days of any issues classified as Critical and within fourteen (14) business days for any issues classified as High. The MCU will notify the Partner Agency of other issues as they are able;
2. Provide system terms and conditions for Partner Agency reference and use;
3. Maintain proper licensing of all applications, software and utilities used to deliver the ASM application suite;


Partner Agency Initials and Date

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Mississippi Cyber Unit:



Memorandum of Understanding

4. Provide programming, implementation, training, support and ASM helpdesk services for the standard products included within the ASM application suite;
5. Account management for ASM (8am-5pm Monday-Friday);
6. Software support (8am-5pm Monday-Friday) for the ASM application suite – no hardware support will be provided (e.g., workstation, printer, card reader, GPS, network equipment, etc.; these issues/questions will need to be addressed to hardware provider or Partner Agency technology services);
7. Training on ASM Application Suite for Partner Agency personnel (online training or face-to-face on dates and at sites determined by MCU. Local agencies will be responsible for any travel costs incurred for training; and
8. Work with ASM vendor to address any problems with the ASM system.

Partner Agency Responsibilities

Partner Agency agrees to:

1. Notify MCU immediately if a breach of IT security has or may have occurred. Examples would include stolen-laptop, system misuse, hacked or compromised system(s), networks, compromised user/admin accounts, etc.;
2. Properly document remediation efforts on issues discovered by the ASM within the ASM system including accurate notes;
3. Abide by the Mississippi Department of Information Technology Services Enterprise Security Policy, including the prohibition on implementing any form of split-tunneling network protocol while accessing the state network, data or systems, if applicable. If not bound to the Enterprise Security Policy, abide by applicable industry and government standards;
4. Conduct regular cybersecurity assessments;
5. Maintain proper licensing of all Partner Agency software, utilities or applications utilized in association with this agreement;
6. Utilize a current version of Microsoft Windows™ operating system with latest updates installed in a suitable time period (no more than 5 days for emergency updates and within 30 days for routine updates);
7. Utilize anti-virus software at all times with a current license, which includes periodic updates that are automatically installed;
8. Allow MCU or their contractors to use personally identifiable information (PII) and non-personally identifiable information (non-PII) from all generated tickets or forms within the ASM application suite for research and statistical purposes;
9. Allow MCU or their contractors to share personally identifiable information (PII) and non-personally identifiable information (non-PII) from all generated tickets or forms within the ASM application suite on an individual basis (not bulk data), with other law enforcement agencies, including out-of-state law enforcement agencies, as approved by MCU;
10. Provide Partner Agency usernames to the MCU and notify the MCU immediately when personnel changes or dismissals occur (e.g., name, organization, or phone number appearing on tickets);
11. Disallow all users sharing access, logins, or passwords in any form;
12. Partner Agency agrees that, except as noted herein, they will not otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer any of the software provided without the prior written consent of MCU. All title and proprietary rights, whether tangible or intangible, including but not limited to copyright, trademark, and trade secret rights, in and to the software are retained by MCU, licensor or the third-party software manufacturer, as applicable. Partner Agency agrees to reproduce and include all applicable copyright,

GLB/ASB

Partner Agency Initials and Date

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Mississippi Cyber Unit: Memorandum of Understanding



- trademark, and other proprietary rights notices on any copies made of software and documentation provided pursuant to this Agreement;
13. Partner Agency agree to utilize the ASM application suite for their own internal purposes and not disseminate the software or documentation provided pursuant to this Agreement to any third party;
 14. Partner Agency agree to abide by all applicable state and federal privacy and security laws, regulations or policies.

LIABILITY

The parties acknowledge and agree that MCU, as a sub-division of MDPS, a public agency of the State of Mississippi, is protected from liability pursuant to the Mississippi Tort Claims Act. Personnel from each party will be presumed to be acting within the course and scope of their employment in performing duties hereunder. Each party shall be considered to be independent of the other, and neither shall be responsible for the acts or omissions of the other party.

Agreement Modification or Renegotiation

This Agreement may be modified only by written agreement signed by the parties hereto. Any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

Notices

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier, with signed receipt, to the party to whom the notice should be given at their business address listed herein.

The MCU address for notice is:
 Director, Mississippi Cyber Unit
 Mississippi Office of Homeland Security
 1 Mema Drive
 Pearl, MS 39208
 or successor.

The Partner Agency address for notice is:

Long Beach Police Department
P.O. Box 929
Long Beach, MS 39560

or successor.

Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

GLB/ABK

Partner Agency Initials and Date

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**Minutes of January 23, 2025
Mayor and Board of Aldermen**



**Mississippi Cyber Unit:
Memorandum of Understanding**



Warranties

MCU provides no warranties to Partner Agency on the acceptability or usefulness of the products or services offered through this Agreement.

Waiver

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

Governing Law

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi.

Severability

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

Sovereign Immunity

By entering into this Agreement with Partner Agency, MCU does not in any way waive its sovereign immunities or other defenses as provided by law.

Captions

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

Other Provisions

The Parties agree no other or special provisions are included or contemplated under this Agreement.

GLB / [Signature]

Partner Agency Initials and Date

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Mississippi Cyber Unit: Memorandum of Understanding



Entire Agreement

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

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

Mississippi Office of Homeland Security

By: _____
Authorized Signature

Printed Name: _____

Title: Executive Director

Date: _____

City of Long Beach
By: [Signature]
Authorized Signature

Printed Name: George L. Bass

Title: Mayor

Date: January 23, 2025

Mississippi Department of Public Safety

By: _____
Authorized Signature

Printed Name: _____

Title: Commissioner,
Mississippi Department of Public Safety

Date: _____

GIB/ALB
Partner Agency Initials and Date

Minutes of January 23, 2025 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Application Service Provider Agreement with CloudGavel for electronic signation survey, and authorize the Mayor to execute same:



Application Service Provider Agreement

WHEREAS CloudGavel LLC ("CloudGavel") provides a hosted Internet-based online document electronic signature software service under the trademark "CloudGavel" (collectively the "Service"), and our customer, as specified in the Order Form attached as Exhibit A shall be Long Beach Police Department ("Customer"), wishes to subscribe to and use the Service. The initial number of subscriptions desired by Customer are specified in the Order Form.

THEREFORE, the parties agree as follows:

1. Definitions and Construction

1.1 As used in this Agreement and in any other related Order Form now or hereafter associated herewith, the following definitions shall apply:

- (a) "Agreement" means these terms of use, any Order Forms issued hereunder and any materials available on the CLOUDGAVEL website specifically incorporated by reference herein, as such materials and the terms of this Agreement may be updated by CLOUDGAVEL from time to time in its sole discretion;
- (b) "Content" means the information, documents, software, products and services contained or made available to Customer in the course of using the Service;
- (c) "Customer Data" means any data, information or material provided or submitted by Customer to the Service in the course of using the Service;
- (d) "Effective Date" means the earlier of (i) the date this Agreement is signed by both parties and (ii) the date Customer begins using the Service;
- (e) "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;
- (f) "Order Form(s)" means the document or other tangible form of communication evidencing the initial subscription for the Service and any subsequent modification thereto, specifying, among other things, the number of licenses, the applicable fee, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement;
- (g) "CLOUDGAVEL Technology" means all of CLOUDGAVEL's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by CLOUDGAVEL in providing the Service;
- (h) "Service(s)" means CLOUDGAVEL's online document electronic signature software and updates and revisions which CLOUDGAVEL shall implement from time to time, to which Customer is being granted access via IP address under this Agreement, and includes the CLOUDGAVEL Technology, the Content, and data transmission, access and storage; and

2. License Grant & Restrictions

2.1 **Use of Service.** Subject to the payment of fees described in Section 6, CLOUDGAVEL hereby grants Customer a non-exclusive, non-transferable right to access and use the Service, solely for Customer's own internal business purposes, in accordance with the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by CLOUDGAVEL. Customer may and may permit its employees and third-party contractors who have been specifically authorized by User in writing (including Customer, collectively "Authorized Users") to access and use the Service solely for the benefit of Customer, subject to and in accordance with the terms of this Agreement. Customer shall notify CLOUDGAVEL of any unauthorized third-party access to or use of the Service. Customer shall at all times remain liable for any and all violations of this Agreement by any Authorized User in accordance with the terms and conditions set forth herein.

2.2 **No Sublicense.** Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device without authorization from CLOUDGAVEL; (iv) reverse engineer the Service; (v) grant any security interest in the Service; (vi) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols or labels appearing on or in the Service; or (vii) access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Authorized User login credentials cannot be shared or used by more than one individual Authorized User but may be reassigned from time to time to new Authorized Users who are replacing former Authorized Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

2.3 **Internal Business Use Only.** Customer may use the Service only for Customer's internal business purposes and shall not, nor shall it permit any third party to: (i) upload or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material.

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including material harmful to children or violative of third party privacy rights; (ii) knowingly upload or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

2.4 Access. The Service will be accessed through CLOUDGAVEL's network (the "CloudGavel Network"). Customer shall (a) comply with any CLOUDGAVEL policies or instructions concerning access to, use of and security of the CLOUDGAVEL Network, (b) access and use the CLOUDGAVEL Network solely for the purpose of exercising the license granted to Customer in Section 2.1, in accordance with the terms and conditions of this Agreement, and (c) cease use of the CLOUDGAVEL Network immediately upon termination or expiration of this Agreement. Customer shall provide its Authorized Users with login credentials to access the CLOUDGAVEL Network, through which Authorized Users are able to access and use the Service. Authorized Users shall not cause or permit their login credentials to be used under any circumstances by any other person or entity for any purpose. Without limiting the foregoing, CLOUDGAVEL shall have the right to restrict and monitor Customer's and its Authorized Users' use of the CLOUDGAVEL Network; however, no such restriction or monitoring shall affect Customer's use of the Services contemplated hereunder in accordance with the terms and conditions set forth herein. Access to the CLOUDGAVEL Network and the Service residing thereon is subject to interruptions for routine maintenance and updates and for any power or service outages and other circumstances outside CLOUDGAVEL's reasonable control. CLOUDGAVEL will use commercially reasonable efforts to provide Customer with reasonable prior notice of any scheduled downtime or maintenance of the CLOUDGAVEL Network. CLOUDGAVEL MAKES NO REPRESENTATION, WARRANTY OR GUARANTY REGARDING THE AVAILABILITY OF THE SERVICE OR UPTIME OF THE CLOUDGAVEL NETWORK. Customer acknowledges that CLOUDGAVEL does not control the transfer of data over communications facilities, including the Internet, and that access to the Service may be subject to the limitations, delays and security breaches inherent in the use of such communications facilities.

2.5 Third Party Software. Certain third-party proprietary software is made available to Customer together with the CLOUDGAVEL Technology and the Service pursuant to certain third party licenses and notices as indicated in the documentation posted on the Service ("Third Party Software"). This Agreement does not grant Customer or any of its Authorized Users any right to use such Third-Party Software, nor does CLOUDGAVEL make any representation or warranty regarding such Third Party Software. Use of Third-Party Software is subject to the terms and conditions of the applicable third party licenses or notices.

3. Customer Responsibilities

3.1 Compliance. Customer is responsible for all activity occurring under Authorized User accounts and Customer shall and shall cause all Customer Users to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's and its Authorized Users' use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data including HIPAA information restrictions. Customer shall and shall cause all Customer Users to: (i) notify CLOUDGAVEL immediately upon discovering any unauthorized use of any CLOUDGAVEL password or account or any other known or suspected breach of security; (ii) report to CLOUDGAVEL immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer; and (iii) not impersonate another CLOUDGAVEL user or provide false identity information to gain access to or use the Service. Furthermore, other than the payment of amounts due pursuant to Annex 1 attached hereto or as otherwise expressly provided in this Agreement, Customer shall cause each Authorized User to comply with the obligations of this Agreement as if the Authorized User is the Customer.

4. Account Information and Data

4.1 Customer Data. In the event this Agreement is terminated, CLOUDGAVEL will provide to Customer a file of the Customer Data within 30 days of termination. This data should be provided in a commonly used format that does not require a proprietary product to access (e.g. csv).

4.2 Backup. CLOUDGAVEL shall conduct full database server backups at appropriate intervals, in its sole and absolute discretion, based upon utilization and data content changes. CLOUDGAVEL shall store a monthly backup of site for disaster recovery and long-term data archive. Upon Customer's written request and at the published custom programming service fees, Customer's Data may be restored. Customer Data is archived on a 2-week rotating backup basis. CLOUDGAVEL shall use commercially reasonable means to ensure the security of Customer Data during the term of this Agreement, and any renewal thereof, and in accordance with all records and reporting requirements set forth herein.

4.3 Analysis. CLOUDGAVEL reserves the right to perform statistical analysis and diagnostics of all of our web sites, data, application hosting and our hosting systems. We do this to measure the effectiveness of our web sites, to optimize website performance, and to ensure license compliance. In connection with the foregoing, CLOUDGAVEL may aggregate deidentified Customer Data, and other information collected by CLOUDGAVEL in connection with Customer's or its Authorized Users' use of the Service, with non-identifiable anonymous data from other CLOUDGAVEL customers to create anonymous aggregated data that does not identify Customer or any Customer Data or Authorized User ("Aggregated Data"). CLOUDGAVEL shall solely own all rights in and to any Aggregated Data, and has the irrevocable right to maintain, store, use, disclose or sell such Aggregated Data; however, Customer shall retain full ownership of Customer Data. CLOUDGAVEL may use Aggregated Data for its internal purposes, including, without limitation, to perform statistical analyses to improve the Service, and for CLOUDGAVEL's other legitimate business purposes, including, without limitation, to supply market research to strategic partners, advertisers or other third parties.

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5. Intellectual Property Ownership

5.1 Ownership. CLOUDGAVEL alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CLOUDGAVEL Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback or recommendations or other information provided by Customer or any other party relating to the Service, other than Customer Data (collectively, "Feedback"). CLOUDGAVEL will be entitled to, but is not obligated to, use any such Feedback for any purpose whatsoever without restriction and without compensating Customer in any way, and by submitting any such Feedback, Customer represents to CLOUDGAVEL that Customer has the right to provide such Feedback to CLOUDGAVEL. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, the CLOUDGAVEL Technology or the Intellectual Property Rights owned by CLOUDGAVEL. The CLOUDGAVEL name, the CLOUDGAVEL logo, and any other product names that may be associated with the Service are trademarks of CLOUDGAVEL or third parties, and no right or license is granted to use them.

5.2 Further Assurances. If Customer is ever held or deemed to be the owner of any CLOUDGAVEL Technology, the Service or the Content, or any Intellectual Property Rights therein or thereto, Customer hereby irrevocably and exclusively assigns to CLOUDGAVEL all right, title and interest in and to such technology, service or content and the Intellectual Property Rights therein or thereto, in perpetuity, whether now or hereafter known or devised. To the extent that any applicable law prohibits or limits such assignment, Customer hereby grants to CLOUDGAVEL an exclusive, irrevocable, royalty-free, fully paid-up, transferable, sublicenseable (including through multiple tiers), worldwide right and license to access and use such CLOUDGAVEL Technology, Service or Content. Upon CLOUDGAVEL's request, Customer shall take all such other actions, including, without limitation, the execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure and perfect the rights and interests of CLOUDGAVEL in and to the CLOUDGAVEL Technology, the Service and the Content.

6. Charges and Payment of Fees

6.1 Fee Payment. Customer shall pay all fees or charges to Customer's account in accordance with the fees, charges, and billing terms set forth in the applicable Annex Form on or before the first day of each month. The initial charges will be equal to the current number of seats of total Authorized Users set forth in such Annex Form multiplied by the subscription fee noted in such Annex Form. Payments must be made per the agreed upon billing cycle in advance. In the event of contract termination, all pre-payments of subscription fees will be refundable at a pro-rated amount.

6.2 Volume Fee Schedule. A schedule of fees based upon individual license utilization volumes is specified in Annex 1 and is hereby incorporated into this agreement by reference.

6.3 Additional Licenses. Customer may add subscriptions through an additional written Annex Form. Added subscriptions will be coterminous with the then-current Term (either the Initial Term or a Renewal Term) unless expressly terminated by Customer, and the fees for the added subscriptions will be the then current, generally applicable subscription fee per the then current fee structure. CLOUDGAVEL reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to Customer, which notice may be provided by US Postal Service or e-mail to Customer.

7. Billing and Renewal

7.1 Fees in Advance. Customer shall pay all fees in advance for use of the Service. Customer shall be responsible for payment of all such taxes, levies, or duties if applicable, excluding only taxes based solely on CLOUDGAVEL's income.

7.2 Billing. Customer agrees to provide CLOUDGAVEL with complete and accurate billing and contact information.

7.3 Errors. Any errors or inaccuracies in the invoice must be notified to CLOUDGAVEL in writing within 60 days of the invoice date with a copy of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

8. Suspension and Audit

8.1 Non-Payment Suspension or Termination. In addition to any other rights granted to CLOUDGAVEL herein, CLOUDGAVEL reserves the right to suspend or terminate this Agreement and Customer's access to the Service if any invoice remains unpaid for a period exceeding 30 days from the date of the invoice. Unpaid invoices incur 12% interest compounding monthly, or the maximum permitted by law, whichever is less, plus all expenses of collection and attorney fees. If either party initiates termination of this Agreement, Customer will be obligated to pay the balance due on Customer's account. Customer agrees that CloudGavel may charge such unpaid fees to Customer's credit card or otherwise bill for such unpaid fees.

8.2 Additional Causes for Suspension. In addition to any other rights granted to CLOUDGAVEL herein, CLOUDGAVEL reserves the right to suspend or terminate this Agreement and Customer's access to the Service in the event of Customer's or any of its Authorized Users' (i) breach of Section 2, Section 3, Section 5 or Section 12, (ii) violation of applicable laws, or (iii) gross negligence, willful misconduct or fraud.

8.3 Reconnection Fee. CLOUDGAVEL reserves the right to impose a reconnection fee in the event Customer's account is suspended and thereafter Customer requests access to the Service.

8.4 Records and Reporting. CLOUDGAVEL will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement.

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including, without limitation, of costs incurred through the later of six (6) years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, CLOUDGAVEL will deliver to the Customer all plans and records of work compiled through the date of termination. Additionally, CLOUDGAVEL is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the Customer.

8.5 Audit and Other Oversight. In addition to the obligations set forth in 8.4 above, and notwithstanding anything to the contrary herein, CLOUDGAVEL will submit to any Customer audit, inspection, and review and, at the Customer's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of CLOUDGAVEL, its employees, agents, assigns, successors and subcontractors, during normal business hours at CLOUDGAVEL'S office or place of business in Louisiana. If no such location is available, CLOUDGAVEL will make the documents available at a time and location that is convenient for the Customer. Failure to comply with such requests shall constitute a material breach of the Agreement.

9. Renewal and Termination

9.1 Term. This Agreement commences on the Effective Date and continues until terminated in accordance with the terms of this Agreement. The Initial Term of this Agreement is one (1) year and commences on the Effective Date. Upon mutual agreement of the parties, this Agreement may be renewed for no more than four (4) annual one (1) year terms at the then negotiated rates.

9.2 License Volume Modification and Termination. Either party may terminate this Agreement or reduce the number of subscriptions, effective upon the expiration of the then-current Term, by notifying the other party in writing prior to the expiration of the then-current Term.

9.3 Breach of Payment Obligation. Any breach of Customer's payment obligations or unauthorized use of the CLOUDGAVEL Technology or Service will be deemed a material breach of this Agreement. If Customer breaches or otherwise fails to comply with this Agreement, and such breach or noncompliance remains uncured in excess of 30 days following Customer's receipt of CLOUDGAVEL's notification thereof, then CLOUDGAVEL may cancel Customer's password, account and use of the Service upon written notice to Customer of any such material breach of this Agreement. Notwithstanding the foregoing, CLOUDGAVEL may terminate this Agreement and Customer's access and use of the Service immediately upon written notice to Customer in the event of (i) Customer's or its Authorized Users' breach of Section 2, Section 3, Section 5 or Section 12 or (ii) Customer or any of its affiliates commences a voluntary (or is a debtor in an involuntary) proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property.

9.4 Effect of Termination. Upon expiration or earlier termination of this Agreement for any reason, Customer agrees to immediately (i) cease, and shall cause its Authorized Users to cease, accessing and using the Service and the Content, (ii) pay in full any remaining balance of fees and any other sums outstanding that are then due and payable under this Agreement, and (c) return to CLOUDGAVEL all of CLOUDGAVEL'S Confidential Information then in Customer's possession or control.

9.5 Survival. Sections 3.1, 5, 9.4, 9.5, and 11-18 shall survive the termination or expiration of this Agreement.

10. Representations & Warranties

10.1 Power & Authority. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that it has not provided any false identification or other information to gain access to the Service and that the billing information provided is correct.

10.2 ACCESS TO SERVICE(S). CUSTOMER AGREES THAT CLOUDGAVEL IS NOT RESPONSIBLE FOR ANY SERVICE LIMITATIONS CAUSED BY THE INABILITY TO ACCESS THE INTERNET OR MAINTAIN A STRONG OR CONSISTENT CONNECTION TO THE INTERNET.

10.3 FORCE MAJEURE. OTHER THAN THE PAYMENT OF AMOUNTS PROVIDED ON ANNEX 1, NEITHER PARTY WILL BE DEEMED TO BE IN BREACH OF THIS AGREEMENT, OR BE ENTITLED TO DAMAGES OR CREDITS PURSUANT TO THIS AGREEMENT, FOR ANY FAILURE OR DELAY IN PERFORMANCE CAUSED BY THE OTHER PARTY OR BY AN ACT OF GOD, WAR, CIVIL DISTURBANCE, COURT ORDER, STRIKE, OR OTHER CAUSE BEYOND ITS REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION FAILURES OR FLUCTUATIONS IN POWER, HEAT, LIGHT, AIR CONDITIONING, INTERNET HUBS OR TELECOMMUNICATIONS EQUIPMENT.

11. Disclaimer of Warranties

Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data.

12. Confidentiality

12.1(a) Confidential Information. "Confidential Information" means all confidential or proprietary materials or information (including, without limitation, information or materials relating to the business of CLOUDGAVEL or its affiliates, or any of its or their intellectual property, including trade secrets, ideas, strategies, designs, methodologies or other know-how, financial information, customer or provider information and any other information regarding operations, products, services or business plans) disclosed in any format or medium by or on behalf of CLOUDGAVEL to Customer or any of its Authorized Users under this Agreement, except as otherwise provided herein. Without limiting the foregoing, Confidential Information includes the CLOUDGAVEL Technology, the Content and the Service, but shall not include the terms and conditions of this Agreement. Confidential Information shall also not

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include information which Customer can demonstrate: (i) is already known to Customer at the time of disclosure hereunder, except as previously disclosed to Customer or any of its Authorized Users by or on behalf of CLOUDGAVEL; (ii) is publicly known at the time of disclosure hereunder, or thereafter becomes publicly known through no breach of this Agreement by Customer or any of its Authorized Users; (iii) is lawfully received by Customer from a third party without a direct or indirect obligation of confidentiality to CLOUDGAVEL with respect to such disclosure; or (vi) is developed independently by Customer without reference to or use of any Confidential Information. CLOUDGAVEL acknowledges that they shall be subject to public records laws.

12.1(b) Customer Data and all identifying information included therein is considered "Confidential Information" and shall not be shared in any way by CloudGavel with third parties. Due to the nature of the information included in Customer Data, future, ongoing or past criminal investigations will be put at risk if Customer Data is shared by CloudGavel. This includes but is not limited to names, addresses, jurisdictions, and objects described in the Customer Data and use of Cloud Gavel.

12.2 **Restrictions.** Customer shall: (i) not disclose Confidential Information to any third party without the prior written consent of CLOUDGAVEL, except as expressly permitted by this Agreement; (ii) use the Confidential Information solely for the purposes of exercising its rights and performing its obligations under this Agreement, in each case in accordance with the terms hereof; and (iii) safeguard the Confidential Information to the same extent that Customer protects its own Confidential Information, but under no circumstances with less than reasonable care. Notwithstanding anything to the contrary set forth herein, Customer may disclose Confidential Information to (a) its Authorized Users who are bound to Customer by obligations of confidentiality that are substantially similar to those set forth herein, and (b) the extent required by applicable law or order of a court or governmental entity, including, but not limited to, La. Rev. Stat. 44:1 et seq., provided that Customer immediately furnishes CLOUDGAVEL with prior written notice of such disclosure and cooperates with CLOUDGAVEL in obtaining a protective order or other appropriate relief. In the event that CLOUDGAVEL is unable to obtain such protective order or other appropriate relief, Customer shall limit such disclosure to that which is legally required and shall seek confidential treatment thereof.

13. Limitation of Liability

13.1 IN NO EVENT SHALL CLOUDGAVEL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF CLOUDGAVEL HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WITHOUT LIMITING THE FOREGOING, CLOUDGAVEL'S LIABILITY FOR CLIENT'S DAMAGES SHALL BE FURTHER LIMITED BY THE AMOUNT PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE PRIOR TWELVE (12) MONTHS.

14. Notice

14.1 CLOUDGAVEL may give notice by means of electronic mail to Customer's e-mail address on record in CLOUDGAVEL's account information, or by written communication sent by first class mail or pre-paid post to Customer's address on record in CLOUDGAVEL's account information. Such notice shall be deemed to have been given when received by Customer. Customer may give notice to CLOUDGAVEL (such notice shall be deemed given when received by CLOUDGAVEL) at any time by any of the following: letter delivered by nationally recognized expedited delivery service or first class postage prepaid mail to CLOUDGAVEL at the following address: CLOUDGAVEL, LLC, 8733 Siegen Lane, Ste. 147, Baton Rouge, LA 70809 addressed to the attention of: Chief Financial Officer or by email delivered to sales@cloudgavel.com.

15. Modification to Service; Precedence

15.1 Without limiting the foregoing, this Agreement may only be modified by written agreement of the parties. In the event of any conflict between the terms of this Agreement, and the terms of any Order Form or any CLOUDGAVEL policies, the terms of this Agreement shall prevail.

16. Assignment; Change in Control

16.1 This Agreement may not be assigned by Customer, by operation of law or otherwise, without the prior written approval of CLOUDGAVEL. Any purported assignment in violation of this section shall be void.

17. General

17.1 **Governing Law.** This Agreement shall be governed by the laws applicable in and to Louisiana without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the 2nd District Circuit Court, State of Mississippi. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, all other provisions shall nevertheless remain in full force and effect.

17.2 **No Business Affiliation.** No joint venture, partnership, employment, or agency relationship exists between Customer and CLOUDGAVEL as a result of this agreement or use of the Service.

17.3 **No Waiver.** The failure of CLOUDGAVEL to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CLOUDGAVEL in writing. This Agreement, together with any applicable Order

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Form, comprises the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

17.4 Equitable Relief. Customer acknowledges and agrees that money damages are not a sufficient remedy for any breach of Sections 2, 3, 5 or 12, and that, in addition to all other remedies available under this Agreement, or at law or in equity, CLOUDGAVEL shall be entitled to seek specific performance and/or injunctive or other equitable relief without the necessity of posting bond as a remedy for any such breach or threatened breach, and Customer hereby waives any requirement for the securing or posting of any bond in connection with such remedy.

17.5 Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the Customer will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

17.6 Prohibition of Financial Interest In Agreement. No elected official or employee of the Customer shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the Customer shall be deemed to be a financial interest of such elected official or employee of the Customer. Any willful violation of this provision, with the expressed or implied knowledge of CLOUDGAVEL, shall render this Agreement voidable by the Customer and shall entitle the Customer to recover, in addition to any other rights and remedies available to the Customer, all monies paid by the Customer to CLOUDGAVEL pursuant to this Agreement without regard to CLOUDGAVEL'S otherwise satisfactory performance of the Agreement.

17.7 Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

17.8 Non-Exclusivity. This Agreement is non-exclusive and CLOUDGAVEL may provide services to other clients, subject to the Customer's approval of any potential conflicts with the performance of this Agreement and the Customer may engage the services of others for the provision of some or all of the work to be performed under this Agreement.


17.8.2 Convicted Felon Statement. No principal, member, or officer of CLOUDGAVEL has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

17.8.3 Non-Solicitation Statement. CLOUDGAVEL has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. CLOUDGAVEL has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.


Questions regarding this Application Service Provider Agreement or CLOUDGAVEL's privacy and security policies may be directed to CLOUDGAVEL by e-mailing such questions to: support@cloudgavel.com.

Accepted and Agreed:

Lung Beach Police Department

By: 
Name: Mayor
STORIS L. RAES
Title: Mayor

CLOUDGAVEL LLC

By: 
Name: Casey Roussel
Title: President and CCO

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ANNEX 1

Fee Schedule:

The Long Beach Police Department will pay an annual SAAS subscription fee of \$2,300.00 which is currently set to begin on Jan 1, 2025. There will be an Annual Cost Escalator of 3%.

The annual subscription fee includes the following:

- Department-wide deployment of the CloudGavel Solution to all Agency (LBPD), District Attorney, and Court personnel that require access to the system.
- All system-wide product enhancements
 - These consist of all enhancements that are available to all clients. Any features that are specific to only the Client, meaning that the features are not used by any other agency besides the Client will fall under the custom feature fee schedule.
- All system bug fixes
- Full technical support
- Complete training on all product features and enhancements

The Client will pay an hourly rate of \$110 USD for all customized features. Customized features will be defined as any product enhancements that are specific to the Client. The Client will NOT be billed for standard system-wide product updates. Any custom project will be accompanied by a signed scope of work by both parties. The scope of work will include deliverables and time to completion.

Any additional services supplied to the Client by CloudGavel outside of the electronic warrant system will be billed on a mutually agreed price and scope of work prior to the start of any project.

Billing Contact Info:


Name: Jeanne Knight
 Email: jeanne@longbeachms.gov
 Phone: 228-865-1981

Accepted and Agreed:

Long Beach Police Department

By: 
 Name: Mayor
 Title: Mayor

CLOUDGAVEL LLC

By: 
 Name: Casey Roussel
 Title: President and CCO

Contract – Power DMS; Policy Management was moved to the next meeting agenda.

**Minutes of January 23, 2025
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Change Order with Bottom 2 Top Construction for Edmund Drive Water Improvements, and authorize the Mayor to execute same:



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

January 3, 2025

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

**RE: Proposed Change Order 2
Edmund Dr. Water Main Improvements**

Ladies and Gentlemen:

Unfortunately, there were a few "scrivener's errors" made in the recently approved Change Order #1 for the referenced project, each of which can be simply corrected by this proposed change order. Below is a summary of each proposed correction:

1. Two pay items were omitted from the list of pay items in CO #1. This proposed document re-adds those items to the list of contract pay items. This does not result in an increase in the contract amount, because those items were already in the contract prior to CO #1.
2. Due to some late modifications to the documents attached to CO #1, the time extension was incorrectly shown. The contract time should have extended to Jan. 24, per the Contractor's request & updated schedule. This proposed document modifies the contract time to the intended date.

We recommend approval of these minor changes, all of which were the original intent of Change Order #1. If you have any questions, please advise.

Sincerely,

David Ball, P.E.

DB:1288
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1288 Edmund Dr\90 CONSTRUCTION\H-CO'S\20250117 1288 Recommend CO2.docx

Page 1/1

M.B. 108
01.23.25 Recessed

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Change Order
No. 2

Date of Issuance: 1/17/2025 Effective Date: 1/21/2025

Project: City of Long Beach Owner's Contract No.: _____
 Contract: Edmund Dr. Subdivision Water System Improvements Date of Contract: 5/7/2024
 Contractor: Bottom 2 Top Construction, LLC Engineer's Project No.: 1288

The Contract Documents are modified as follows upon execution of this Change Order:

- Description:
1. Correction of "scrivener's error" CO #1. Original bid items 140-C & 310-B were inadvertently deleted from the pay item listing.
 2. Correction of contract time to match Contractor's schedule as included with CO #1, which was the original intention.

Attachments: (List documents supporting change):
 1. Contractor's submitted schedule (also included in CO #1).

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$543,927.74</u> (Increase) in Contract Price from previous Change Orders No. <u>1</u> to No. <u>1</u> <u>\$3,814.30</u> Contract Price prior to this Change Order: <u>\$547,742.04</u> (Decrease) in Contract Price due to this Change Order: <u>\$0.00</u> Revised Contract Price Incorporating this Change Order: <u>\$547,742.04</u>	Original Contract Times: <input type="checkbox"/> Working Days <u>150</u> Calendar days Substantial completion (days or date): <u>12/4/2024</u> Ready for final payment (days or date): _____ Change in Contract Time from previous Change Orders No. <u>1</u> to No. <u>1</u> Substantial completion (days or date): <u>45</u> Ready for final payment (days or date): _____ Contract Times prior to this Change Order: Substantial completion (days or date): <u>1/18/2025</u> Ready for final payment (days or date): _____ (Increase) in Contract Time due to this Change Order: Substantial completion (days or date): <u>6</u> Ready for final payment (days or date): _____ Contract Times Incorporating this Change Order: Substantial completion (days or date): <u>1/24/2025</u> Ready for final payment (days or date): _____

RECOMMENDED: [ENGINEER] By: <u>[Signature]</u> Date: <u>1/17/2025</u>	ACCEPTED: (CONTRACTOR) By: <u>Joseph R Raffeo</u> Date: <u>1/17/2025</u>	ACCEPTED: (OWNER) By: <u>[Signature]</u> Date: <u>1-24-25</u>
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PROJECT NO. 1288

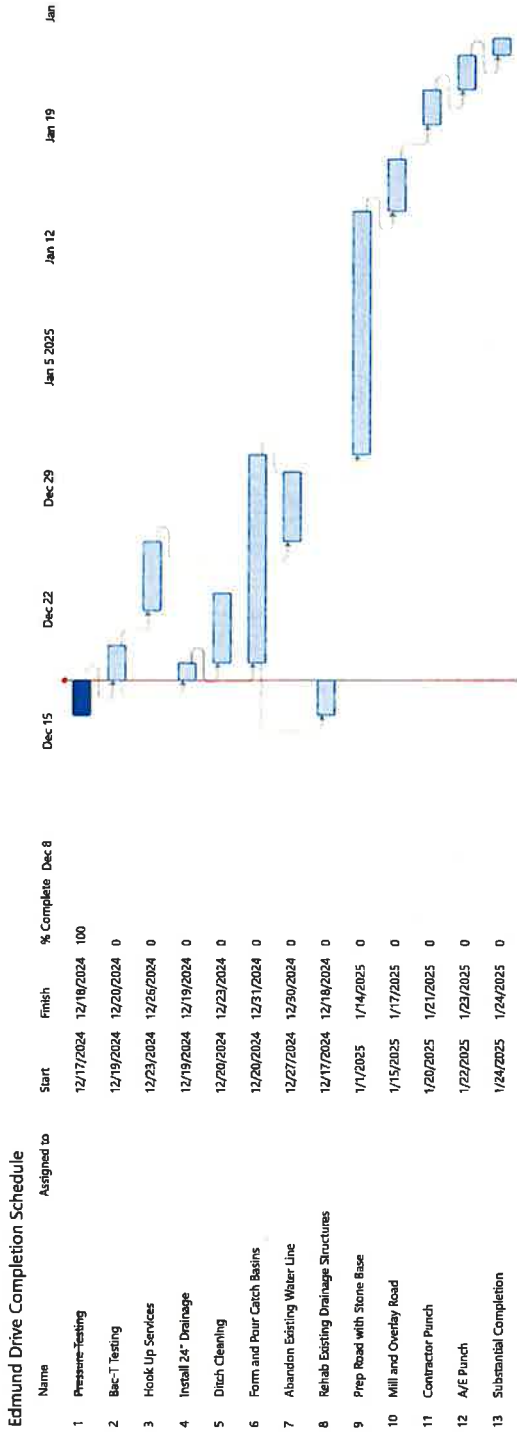
2

ATTACHMENT TO CHANGE ORDER NUMBER

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
	BASE BID							
10-A	MOBILIZATION	1	L.S.	\$13,345.00		50.00	1	\$13,345.00
100-A	8" WATER MAIN	1890	L.F.	\$41.36			1,890	\$78,170.40
100-B	8" DUCTILE IRON WATER MAIN	217	L.F.	\$61.06			217	\$13,250.02
100-C	DUCTILE IRON FITTINGS	1,2925	TON	\$11,504.44			1,2925	\$14,869.49
100-D	LOCATE AND ABANDON EXISTING WATER MAIN IN-PLACE	1980	L.F.	\$6.69			1,980	\$13,246.20
110-A	8" GATE VALVE AND VALVE BOX	3	EA.	\$7,452.03			3	\$22,356.09
120-A	FIRE HYDRANT ASSEMBLY	4	EA.	\$6,066.93			4	\$24,267.72
130-A	8" X 8" TAPPING SLEEVE WITH VALVE AND VALVE BOX	3	EA.	\$5,418.92			3	\$16,256.76
130-B	REMOVE EXISTING VALVE	1	EA.	\$284.63			1	\$284.63
130-C	RELOCATE & DISCONNECT EXISTING WATER MAIN	3	EA.	\$679.25			3	\$2,037.75
140-A	1" SINGLE WATER SERVICE ASSEMBLY (TYPE 1)	10	EA.	\$897.58			10	\$8,975.80
140-B	1-1/2" DOUBLE WATER SERVICE ASSEMBLY (TYPE 2)	3	EA.	\$1,645.42			3	\$4,936.26
140-C	1" SINGLE WATER SERVICE ASSEMBLY (TYPE 3)	13	EA.	\$812.06			13	\$10,556.78
140-D	1-1/2" DOUBLE WATER SERVICE ASSEMBLY (TYPE 4)	4	EA.	\$1,701.17			4	\$6,804.68
310-A	24" HPPV CULVERT	40	L.F.	\$66.25			40	\$2,650.00
310-B	36" X 23" RCP CULVERT	130	L.F.	\$99.55			130	\$12,941.50
310-C	REWORK DITCH	160	L.F.	\$16.73			160	\$2,676.80
320-A	REPLACE CATCH BASIN, SS-2 TYPE	6	EA.	\$2,783.38			6	\$16,700.28
320-B	CATCH BASIN INTERIOR REHABILITATION	4	EA.	\$668.00			4	\$2,672.00
320-C	REPLACE CATCH BASIN TOP WITH GRATE	1	EA.	\$1,258.25			1	\$1,258.25
320-E	REPLACE CATCH BASIN TOP, SS-2 TYPE	2	EA.	\$1,258.25			2	\$2,516.50
500-A	PIPE BEDDING/PIPE FOUNDATION MATERIAL (PM)	1	EA.	\$1,314.00			1	\$1,314.00
500-B	SELECT SANDY BACKFILL (FM)	70	C.Y.	\$84.18			70	\$5,892.60
500-C	GEOTEXTILE FABRIC	190	C.Y.	\$15.61			190	\$2,965.90
510-A	3" LIMESTONE ROAD BASE	470	S.Y.	\$3.09			470	\$1,452.30
510-B	HOT BITUMINOUS PAVEMENT SURFACE COURSE (ST-12.5 MM MIX)	1900	S.Y.	\$20.45			1,900	\$38,855.00
510-C	HOT BITUMINOUS PAVEMENT BASE COURSE (ST-19.0 MM MIX)	590	TON	\$188.33			590	\$109,164.70
510-D	MILLING EXISTING ASPHALT PAVEMENT	250	TON	\$220.37			250	\$55,092.50
510-E	CONCRETE CURB & GUTTER RESTORATION	390	L.F.	\$27.50			390	\$10,725.00
510-F	MISCELLANEOUS RESTORATION	1	L.S.	\$5,017.50			1	\$5,017.50
510-G	VEGETATIVE COVER	370	S.Y.	\$7.65			370	\$2,830.50
510-H	SOLID SOIL	100	S.Y.	\$8.76			100	\$876.00
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$3,902.50			1	\$3,902.50
530-A	STORMWATER MANAGEMENT	1	L.S.	\$5,017.50			1	\$5,017.50
CO1-1	15" HPPV PIPE	1	L.S.	\$2,450.00			1	\$2,450.00
CO1-2	CONCRETE FLUME	1	EA.	\$1,500.00			1	\$1,500.00
CO1-3	18"X11" CONCRETE ARCH PIPE CULVERT	50	L.F.	\$56.43			50	\$2,821.50
				TOTAL CHANGE ORDER AMOUNTS				\$547,742.04

E:\COC No. C-411 (2025) Eobon Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

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Pavement Markings Jeff Davis Ave was moved to the next meeting agenda.

Pavement Markings Pineville Rd (Espy to Beatline) was moved to the next meeting agenda.

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

**Minutes of January 23, 2025
Mayor and Board of Aldermen**

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

APPROVED:

Alderman Donald Frazer, At-Large

Alderman 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