

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

MUNICIPAL DOCKET
REGULAR MEETING OF AUGUST 20, 2019
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
 - 1. Budget - Fiscal Year 2019/2020
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. August 6, 2019 - Regular
 - b. August 6, 2019 - Executive Session
 - c. August 13, 2019 - Work Session
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. August 8, 2019 - Regular
 - 3. PORT COMMISSION
 - a. August 15, 2019 - Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 082019
- IX. UNFINISHED BUSINESS
 - 1. Franchise Agreements - C Spire & Southern Light
 - 2. Ordinance - Amend Sidewalk Ordinance for In Lieu of Payments
 NEW BUSINESS
 - 1. NRCS Grant Application Package - Commission Road (Canal 1)
 - 2. NRCS Grant Application Package - Espy Ave. (Canals 2 & 3)
 - 3. NRCS Grant Application Package - Lang Ave.
 - 4. Contract - Change Order; Pickering Firm Inc.
 - 5. Contract - Project Development Services; Pickering Firm Inc.
 - 6. Contract - NRCS Grant Engineering Services; Pickering Firm Inc.
 - 7. Resolution - Request Stage from Harrison County
 - 8. Discussion - VRBO; Alderman Lishen
 - 9. Discussion - Chart of Uses, Display of Goods Outside of Business - Alderman Lishen
- X. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Fire Dept - Step Increase (1)
 - 3. CITY CLERK
 - a. Revenue/Expense Report July 2019
 - b. Budget Amendment FY 19 - Police Dept.
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - a. Contract - Body Worn Camera System; Metrix Solutions
 - 6. ENGINEERING
 - a. Contract - Hurricane Nate Pier Repairs; Innovative Builders
 - b. Award Bid - Harbor Dredging, Hurricane Nate; J.E. Borries
 - c. Asphalt Repairs/Overlays
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. DERELICT PROPERTIES
 - a. Assess Cleaning Fees - 200 LaRosa; Assessed to Susan Armstrong
 - b. Status of 124 S. Island View Ave.
 - c. Status of 125 Harris Ave.
 - d. Update - 247 Reinike & 108 Park Row Condemnation-Alderman Frazer
 - e. Reclean - 0 Park Row Ln; assessed to Merkord & Associates Inc.
 - f. Schedule Public Hearing - 333 E 5th St.; assessed to John Sneed
 - g. Schedule Public Hearing - 110 Shelter Rock Dr; assessed to Terry Tolar & Janet Eilermann
- XI. REPORT FROM CITY ATTORNEY
- XII. ADJOURN (OR) RECESS

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Be it remembered that a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 20th day of August, 2019, in 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 for holding said public hearing.

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

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

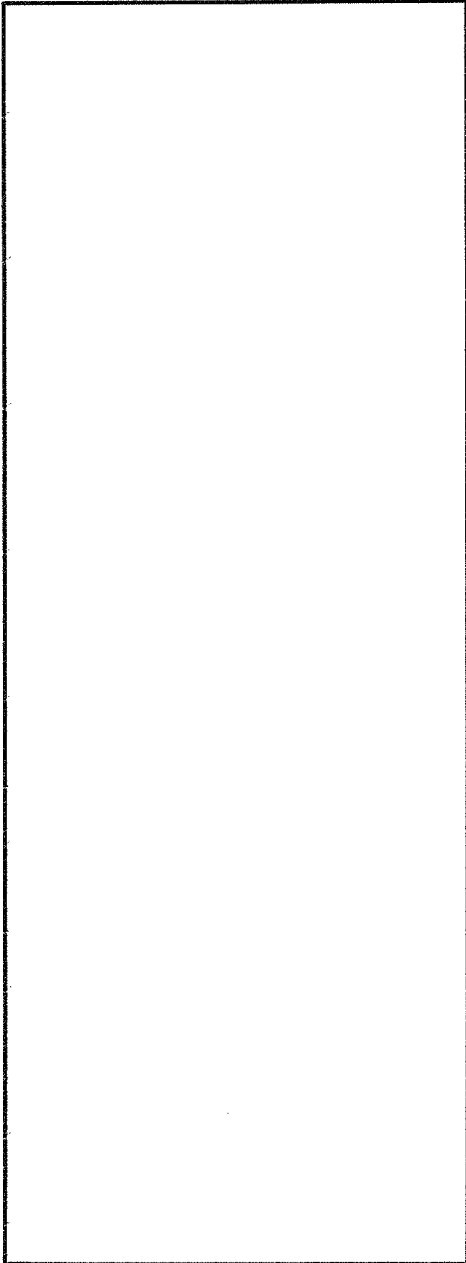
The public hearing on the Proposed Budget and Proposed Tax Levies for Fiscal year 2019-2020, was called to order.

The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on June 4, 2019, she did cause to be published in the Gazebo Gazette, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Notice of Public Hearing as evidenced by the Publisher's Proof of Publication.

Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to spread said Proof of Publication upon the record of this public hearing in words and figures, as follows:

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Proof of Publication



STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me the undersigned notary in and for said County and State, HUNTER DAWKINS, publisher of THE GAZEBO GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice hereunto attached has been made to the said publication _____ weeks in the following numbers and on the following dates of such paper:

Vol. XIV No. 32 dated 8 day of 9, 20 19

Vol. XIV No. 33 dated 8 day of 16, 20 19

Vol. ___ No. ___ dated ___ day of _____, 20 ___

Vol. ___ No. ___ dated ___ day of _____, 20 ___

Vol. ___ No. ___ dated ___ day of _____, 20 ___

Vol. ___ No. ___ dated ___ day of _____, 20 ___

Vol. ___ No. ___ dated ___ day of _____, 20 ___

Vol. ___ No. ___ dated ___ day of _____, 20 ___

Affiant further states on oath that said newspaper has been established and published continuously in said county for period of more than twelve months prior to the first publication of said notice.

Hunter Dawkins

Publisher

Sworn to and subscribed before me this 12 day of August, A.D. 20 19.

Clouise L. Bowers

Notary Public

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**NOTICE OF A PUBLIC HEARING
ON THE PROPOSED BUDGET AND
PROPOSED TAX LEVIES FOR THE
UPCOMING FISCAL YEAR FOR
LONG BEACH, MISSISSIPPI**

The City of Long Beach, Mississippi, will hold a public hearing on its proposed budget and proposed tax levies for the fiscal year beginning October 1, 2019 and ending September 30, 2020, on Tuesday, August 20, 2019, at 5:00 o'clock p.m. in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, 39560.

The City of Long Beach is now operating with projected total budget revenue of \$16,975,718; 34% or \$5,761,653 of such revenue is obtained through ad valorem taxes. For the next fiscal year, the proposed budget has total projected revenue of \$18,014,102. Of that amount, 33% or \$6,015,343 is proposed to be financed through a total ad valorem tax levy.

The decision to not increase the total ad valorem tax millage rate for fiscal year October 1, 2019 through September 30, 2020, means you will not pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property, unless the assessed value of your property has increased for fiscal year October 1, 2019, through September 30, 2020.

A millage rate of 48.81 will produce the same amount of revenue from ad valorem taxes as was collected the prior year. The millage rate for the prior year was 48.98.

Any citizen of the City of Long Beach, Mississippi, is invited to attend this public hearing on the proposed budget and tax levies for fiscal year beginning October 1, 2019, through September 30, 2020 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

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The Clerk further reported that the Notice of Hearing was posted on the bulletin boards at City Hall, the Water Department, the Building Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi; and the city's official website www.cityoflongbeachms.com.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to make the aforesaid report a part of the record of this public hearing.

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The Mayor opened the floor for public comments, and no one came forward.

* * *

There being no further public comments, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to close the public hearing. It was noted for the record that the final budget and tax levies will be officially adopted on September 3, 2019.

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in August, 2019, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

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

Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to amend the municipal docket as follows:

- Remove item #8 Discussion – VRBO from New Business
- Remove item #9 Discussion – Chart of Uses, Display of Goods Outside of Business
- Add 1 invoice to Docket of Claims to Academy Sports & Outdoors for \$399.98

Alderman McCaffrey made motion seconded by Alderman Lishen and unanimously carried to approve the minutes from the following Mayor and Board of Aldermen meetings, as submitted:

- August 6, 2019 – Regular
- August 6, 2019 – Executive Session
- August 13, 2019 – Work Session

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Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve the minutes of the Planning & Development Commission dated August 8, 2019, as submitted with the exception of item #1 under Public Hearings – Special Use Approval-5557 Daugherty Road.

After continued discussion, and upon the advice of City Attorney Jim Simpson, Alderman Lishen made motion seconded by Alderman Frazer and unanimously carried to uphold the Planning & Development Commission’s decision for item #1 under Public Hearings – Special Use Approval-5557 Daugherty Road.

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to approve the minutes of the Port Commission dated August 15, 2019, as submitted.

Alderman Griffin made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed on Docket of Claims number 082019 inclusive of added invoice to Academy Sports & Outdoors for \$399.98.

Franchise Agreements – C Spire & Southern Light were tabled until the September 3, 2019 meeting.

Alderman Robertson made motion seconded by Alderman Lishen and unanimously carried to adopt the following Ordinance #645:

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ORDINANCE NO. 645

AN ORDINANCE TO AMEND ORDINANCE NUMBER 587,
WHICH REQUIRES AND REGULATES THE CONSTRUCTION
AND MAINTENANCE OF PUBLIC SIDEWALKS IN THE
CITY OF LONG BEACH, MISSISSIPPI, AND FOR OTHER PURPOSES

WHEREAS, the Mayor and Board of Aldermen have determined that sidewalks provide an important and safe method of transportation; and

WHEREAS, the Mayor and Board of Aldermen have recognized that sidewalks are a necessary component of public transportation and public infrastructure; and

WHEREAS, sidewalks promote a healthier community by encouraging exercise and reducing pollution effects from vehicles; and

WHEREAS, the presence of sidewalks may ease traffic conditions within the city and also create a greater aesthetic appeal; and

WHEREAS, having heretofore adopted Ordinance number 587, the Mayor and Board of Aldermen do hereby find and declare that revisions to such ordinance are required and will better promote the health, safety and general welfare of the City as described below.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Long Beach Mississippi as follows:

SECTION 1. Ordinance number 587 is hereby amended by adding the following new Section 7 added:

Section 7. In Lieu Applications and payments.

- (a) In circumstances of extreme hardship, impossibility of construction, imprudence or other circumstances where relief from the requirements of sidewalk construction on a particular project may be found justified an application for a variance may be filed with the Building Official for consideration by the Planning Commission requesting relief from the requirement of construction of a sidewalk on a project. If, in the judgment of the Planning Commission and Board of Aldermen, such variance is found justified, as a condition of every any such variance granted the applicant shall make an "in lieu" payment to the municipal sidewalk construction fund.
- (b) The amount of the in lieu payment to be required if a variance from the requirements of this ordinance is granted shall be based an estimate from the city engineer for the sidewalk otherwise required to be constructed, as determined by the building official according to the building plans and specifications submitted by the applicant.
- (c) All funds received by the City as in lieu payments shall be deposited to the general accounts of the City and used in the City's discretion for support of sidewalks and public amenities within the city.

SECTION 2. EFFECTIVE DATE

This Ordinance shall become effective and be in force from and after its passage in the manner provided by law on or after the 30th day after its adoption.

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The above and foregoing Ordinance No. 645 was introduced in writing by Alderman Robertson who moved its adoption. Alderman Lishen seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

Alderman Ronald Robertson	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Bernie Parker	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye

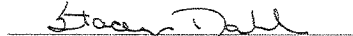
The question having received the Affirmative vote of all of the Alderman present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 20th day of August, 2019.

APPROVED:



George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to approve the following three grant application packages with Natural Resources Conservation Service (NRCS) for the Commission Road (Canal 1) Project, the Espy Ave (Canals 2 &3) Project, and the Lang Avenue Project, and authorize the Mayor to execute same:

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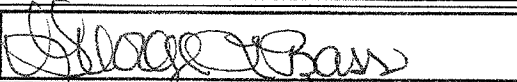
OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424			
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text" value=""/>	
* 3. Date Received: <input type="text" value=""/>		4. Applicant Identifier: <input type="text" value=""/>	
5a. Federal Entity Identifier: <input type="text" value=""/>		5b. Federal Award Identifier: <input type="text" value=""/>	
State Use Only:			
6. Date Received by State: <input type="text" value=""/>		7. State Application Identifier: <input type="text" value=""/>	
8. APPLICANT INFORMATION:			
* a. Legal Name: <input type="text" value="City of Long Beach"/>			
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="64-6000637"/>		* c. Organizational DUNS: <input type="text" value="025607524"/>	
d. Address:			
* Street1:	<input type="text" value="201 Jeff Davis Avenue"/>		
Street2:	<input type="text" value=""/>		
* City:	<input type="text" value="Long Beach"/>		
County/Parish:	<input type="text" value=""/>		
* State:	<input type="text" value="MS: Mississippi"/>		
Province:	<input type="text" value=""/>		
* Country:	<input type="text" value="USA: UNITED STATES"/>		
* Zip / Postal Code:	<input type="text" value="39560"/>		
e. Organizational Unit:			
Department Name:		Division Name:	
<input type="text" value=""/>		<input type="text" value=""/>	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix:	<input type="text" value=""/>	* First Name: <input type="text" value="Kini"/>	
Middle Name:	<input type="text" value=""/>		
* Last Name:	<input type="text" value="Gonsoulin"/>		
Suffix:	<input type="text" value=""/>		
Title: <input type="text" value="Finance Officer/Deputy City Clerk"/>			
Organizational Affiliation:			
<input type="text" value=""/>			
* Telephone Number: <input type="text" value="228-863-1556"/>		Fax Number: <input type="text" value=""/>	
* Email: <input type="text" value="kini@cityoflongbeachms.com"/>			

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Application for Federal Assistance SF-424		
* 9. Type of Applicant 1: Select Applicant Type:		
<input type="text" value="City or Township Government"/>		<input type="button" value="v"/>
Type of Applicant 2: Select Applicant Type:		
<input type="text"/>		<input type="button" value="v"/>
Type of Applicant 3: Select Applicant Type:		
<input type="text"/>		<input type="button" value="v"/>
* Other (specify):		
<input type="text"/>		
* 10. Name of Federal Agency:		
<input type="text" value="USDA, Natural Resource Conservation Service"/>		
11. Catalog of Federal Domestic Assistance Number:		
<input type="text" value="10.923"/>		
CFDA Title:		
<input type="text" value="Emergency Watershed Protection Program"/>		
* 12. Funding Opportunity Number:		
<input type="text" value="N/A"/>		
* Title:		
<input type="text" value="N/A"/>		
13. Competition Identification Number:		
<input type="text" value="N/A"/>		
Title:		
<input type="text" value="N/A"/>		
14. Areas Affected by Project (Cities, Counties, States, etc.):		
<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>
		<input type="button" value="View Attachment"/>
* 15. Descriptive Title of Applicant's Project:		
<input type="text" value="Erosion Control, Commission Road"/>		
Attach supporting documents as specified in agency instructions.		
<input type="button" value="Add Attachments"/>	<input type="button" value="Delete Attachments"/>	<input type="button" value="View Attachments"/>

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Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: MS-004	* b. Program/Project: MS-004
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
17. Proposed Project:	
* a. Start Date: 9/23/19	* b. End Date: 8/30/2020
18. Estimated Funding (\$):	
* a. Federal	81,200
* b. Applicant	20,300
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on: <input type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
<p>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</p>	
<input checked="" type="checkbox"/> ** I AGREE	
<small>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</small>	
Authorized Representative:	
Prefix: <input type="text"/>	* First Name: George
Middle Name: L.	
* Last Name: Bass	
Suffix: <input type="text"/>	
* Title: Mayor	
* Telephone Number: 228-863-1556	Fax Number: <input type="text"/>
* Email: mayor@cityoflongbeachms.com	
* Signature of Authorized Representative: 	* Date Signed: 8/20/2019

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U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-78
5-88

**ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION**

A. PURPOSE - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED -

Name of project: DSR: 280471820

Identity of improvement or development: Erosion Control

Location: Harrison Co. - Site(s): Commission Road

C. REAL PROPERTY ACQUISITION ASSURANCE -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

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Page 2 of 2 - ADS-78 Assurances Relating to Real Property Acquisition

City of Long Beach
(Name of Sponsor)

By: [Signature]
(Signature)

Title: Mayor

Date: 8/20/19

This action is authorized at an official meeting
of the Board of Aldermen
on 20 day of August, 2019
State of Mississippi

Attest [Signature]
(Name)

City Clerk
(Title)

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Watershed: City of Long Beach

OPERATION AND MAINTENANCE AGREEMENT

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s):

City of Long Beach (MS)

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap- Commission Road.

I. OPERATIONS

- A. The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows:
 - 1. In compliance with applicable Federal, State and local laws;
 - 2. In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s);
 - 3. In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement;
 - 4. In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan.
- B. The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.
- C. Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same.
- D. In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the measure.

II. MAINTENANCE

- A. The Sponsor(s) will:

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1. Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed.
 2. Obtain prior Service approval of all plans, designs and specifications for maintenance work.
- B. The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s).

III. REPLACEMENT

- A. The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s).
- B. The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions.

IV. PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V. INSPECTIONS AND REPORTS

- A. The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s).
- B. The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.
- C. A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI. TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work if installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII. RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to

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operation, maintenance and replacement. The Service may inspect these records at any reasonable time during the term of the agreement.

VIII. GENERAL

- A. The Sponsor(s) will:
 - 1. Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures.
 - 2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.
 - 3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party.
- B. Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement.
- C. The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part.
- D. Comply with the attached PROPERTY MANAGEMENT STANDARDS.

Name of Sponsor: **City of Long Beach (MS)**

By: [Signature] Title: Mayor Date: 8/20/19

This action was authorized at an official meeting of the Sponsor named immediately above on 8/20/19 at _____

Attest: [Signature] Title: City Clerk

Natural Resources Conservation Service, United States Department of Agriculture

By: _____ Title: _____ Date: _____

Minutes of August 20, 2019 Mayor and Board of Aldermen

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

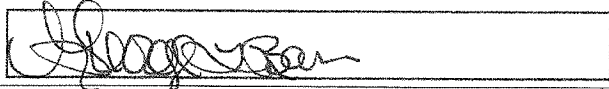
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Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

Minutes of August 20, 2019 Mayor and Board of Aldermen

- | | |
|---|--|
| <p>11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</p> <p>12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</p> <p>13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.</p> <p>14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of</p> | <p>Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).</p> <p>16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.</p> <p>17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).</p> <p>18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."</p> <p>19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p> <p>20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.</p> |
|---|--|

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Long Beach	8/20/19

SF-424D (Rev. 7-97) Back

Minutes of August 20, 2019 Mayor and Board of Aldermen

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

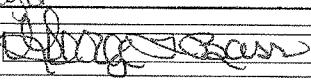
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
City of Long Beach	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="George"/> Middle Name: <input type="text" value="L"/>
* Last Name: <input type="text" value="Bass"/> Suffix: <input type="text"/>	
* Title: <input type="text" value="Mayor"/>	
* SIGNATURE: 	* DATE: <input type="text" value="8/20/19"/>

Minutes of August 20, 2019 Mayor and Board of Aldermen

ADMINISTRATIVE READINESS QUESTIONNAIRE

The purpose of this questionnaire is to help determine if a Sponsor is adequately equipped to administer EWP funds. If an applicant is not equipped, the applicant may be asked to retain the services of a qualified organization to assist in administering EWP funds. Please complete the entire questionnaire as candidly as possible. A copy of this questionnaire must be returned to the NRCS program manager before an EWP cooperative agreement will be executed with a Sponsor.

NRCS Contact Norman Patterson	Phone Number 601.909.3305
Email Address norman.patterson@ms.usda.gov	State MS

Sponsor City of Long Beach	Contact Name Kini Gonsoulin
Street Address P.O. Box 929	Phone Number 228-863-1556
City/state Long Beach MS 39560	Email Kini@cityoflongbeach.ms.gov

1. Have you or your staff administered grants or loans from other federal programs in the past? yes
2. Have you or your staff previously (check all that apply):
 - Completed actions in a competitive bidding process that was funded totally or in part with federal dollars.
 - Prepared a solicitation package for a project that included federal financial assistance funds and was developed in accordance with state law?
 - Obtained performance bonds from a contractor performing work under a contract funded totally or in part with federal dollars?
 - Administered contracts funded totally or in part with federal dollars?
3. Are you or your staff experienced with federal requirements related to (check all that apply):
 - Project funds, financial management and audit requirements
 - Real property acquisition or easements
4. Does your organization have a financial management system in place that meets the requirements of 2 CFR 200.302? yes
5. Does your organization have an active system for award management (SAM) registration? yes
6. Does your organization have procurement standards in place that meet the requirements of 2 CFR 200.317? yes
7. Will you require assistance from an outside organization to meet these requirements? no

Sponsor Signature/Date 8/20/19	Name/Title George L. Bass Mayor
-----------------------------------	------------------------------------

USDA Natural Resources Conservation Service
An Equal Opportunity Provider and Employer

v 15JAN2016

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Minutes of August 20, 2019 Mayor and Board of Aldermen


OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s) <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of Long Beach"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="64-6000637"/>	* c. Organizational DUNS: <input type="text" value="025607524"/>	
d. Address:		
* Street1: <input type="text" value="201 Jeff Davis Avenue"/>	Street2: <input type="text"/>	
* City: <input type="text" value="Long Beach"/>	County/Parish: <input type="text"/>	
* State: <input type="text" value="MS: Mississippi"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="39560"/>	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name: <input type="text" value="Kini"/>	
Middle Name: <input type="text"/>		
* Last Name: <input type="text" value="Gonsoulin"/>		
Suffix: <input type="text"/>		
Title: <input type="text" value="Finance Officer/Deputy City Clerk"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="228-863-1556"/>		Fax Number: <input type="text"/>
* Email: <input type="text" value="kini@cityoflongbeachms.com"/>		

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Mayor and Board of Aldermen

Application for Federal Assistance SF-424	
<p>* 9. Type of Applicant 1: Select Applicant Type:</p> <p><input type="text" value="City or Township Government"/></p> <p>Type of Applicant 2: Select Applicant Type:</p> <p><input type="text"/></p> <p>Type of Applicant 3: Select Applicant Type:</p> <p><input type="text"/></p> <p>* Other (specify):</p> <p><input type="text"/></p>	
<p>* 10. Name of Federal Agency:</p> <p><input type="text" value="USDA, Natural Resource Conservation Service"/></p>	
<p>11. Catalog of Federal Domestic Assistance Number:</p> <p><input type="text" value="10.923"/></p> <p>CFDA Title:</p> <p><input type="text" value="Emergency Watershed Protection Program"/></p>	
<p>* 12. Funding Opportunity Number:</p> <p><input type="text" value="N/A"/></p> <p>* Title:</p> <p><input type="text" value="N/A"/></p>	
<p>13. Competition Identification Number:</p> <p><input type="text" value="N/A"/></p> <p>Title:</p> <p><input type="text" value="N/A"/></p>	
<p>14. Areas Affected by Project (Cities, Counties, States, etc.):</p> <p><input type="text"/></p> <p><input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/></p>	
<p>* 15. Descriptive Title of Applicant's Project:</p> <p><input type="text" value="Erosion Control, Espy Ave. to 28th St. Canals @ 4 & 3"/></p>	
<p>Attach supporting documents as specified in agency instructions.</p> <p><input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/></p>	

Minutes of August 20, 2019 Mayor and Board of Aldermen

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input type="text" value="MS-004"/>	* b. Program/Project: <input type="text" value="MS-004"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
17. Proposed Project:	
* a. Start Date: <input type="text" value="8/23/19"/>	* b. End Date: <input type="text" value="4/30/2020"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="276,000"/>
* b. Applicant	<input type="text" value="69,000"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
<small>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</small>	
Authorized Representative:	
Prefix: <input type="text"/>	* First Name: <input type="text" value="George"/>
Middle Name: <input type="text" value="L."/>	
* Last Name: <input type="text" value="Bass"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="Mayor"/>	
* Telephone Number: <input type="text" value="228-863-1556"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="mayor@cityoflongbeachms.com"/>	
* Signature of Authorized Representative: 	* Date Signed: <input type="text" value="8/20/2019"/>

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-78
5-88

**ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION**

A. **PURPOSE** - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. **PROJECT MEASURES COVERED** -

Name of project: DSR: 284185281305

Identity of improvement or development: Erosion Control

Location: Harrison Co. - Site(s): Espy Avenue to 28th Street (2 & 3)

C. **REAL PROPERTY ACQUISITION ASSURANCE** -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. **ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS** -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

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Page 2 of 2 - ADS-78 Assurances Relating to Real Property Acquisition

City of Long Beach
(Name of Sponsor)

By: [Signature]
(Signature)

Title: Mayor

Date: 8/20/19

This action is authorized at an official meeting
of the Board of Aldermen
on 20th day of August, 2019
State of Mississippi

Attest [Signature]
(Name)
City Clerk
(Title)

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

Watershed: City of Long Beach

OPERATION AND MAINTENANCE AGREEMENT

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s):

City of Long Beach (MS)

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap- Espy Avenue to 28th Street (2 & 3).

I. OPERATIONS

- A. The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows:
 - 1. In compliance with applicable Federal, State and local laws;
 - 2. In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s);
 - 3. In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement;
 - 4. In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan.
- B. The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.
- C. Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same.
- D. In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the measure.

II. MAINTENANCE

- A. The Sponsor(s) will:

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1. Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed.
 2. Obtain prior Service approval of all plans, designs and specifications for maintenance work.
- B. The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s).

III. REPLACEMENT

- A. The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s).
- B. The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions.

IV. PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V. INSPECTIONS AND REPORTS

- A. The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s).
- B. The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.
- C. A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI. TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work if installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII. RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to

Minutes of August 20, 2019 Mayor and Board of Aldermen

operation, maintenance and replacement. The Service may inspect these records at any reasonable time during the term of the agreement.

VIII. GENERAL

- A. The Sponsor(s) will:
 - 1. Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures.
 - 2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.
 - 3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party.
- B. Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement.
- C. The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part.
- D. Comply with the attached PROPERTY MANAGEMENT STANDARDS.

Name of Sponsor: **City of Long Beach (MS)**

By: [Signature] Title: Mayor Date: 8/20/19

This action was authorized at an official meeting of the Sponsor named immediately above on 8/20/19 at _____

Attest: [Signature] Title: City Clerk

Natural Resources Conservation Service, United States Department of Agriculture

By: _____ Title: _____ Date: _____

Minutes of August 20, 2019 Mayor and Board of Aldermen

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.


Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

Minutes of August 20, 2019 Mayor and Board of Aldermen

- | | |
|---|--|
| <p>11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</p> <p>12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</p> <p>13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.</p> <p>14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of</p> | <p>Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523), and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).</p> <p>16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.</p> <p>17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).</p> <p>18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."</p> <p>19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p> <p>20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.</p> |
|---|--|

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor
APPLICANT ORGANIZATION City of Long Beach	DATE SUBMITTED 8/20/19

SF-424D (Rev. 7-97) Back

Minutes of August 20, 2019 Mayor and Board of Aldermen

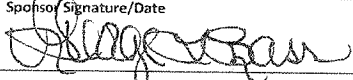
ADMINISTRATIVE READINESS QUESTIONNAIRE

The purpose of this questionnaire is to help determine if a Sponsor is adequately equipped to administer EWP funds. If an applicant is not equipped, the applicant may be asked to retain the services of a qualified organization to assist in administering EWP funds. Please complete the entire questionnaire as candidly as possible. A copy of this questionnaire must be returned to the NRCS program manager before an EWP cooperative agreement will be executed with a Sponsor.

NRCS Contact Norman Patterson	Phone Number 601.909.3305
Email Address norman.patterson@ms.usda.gov	State MS

Sponsor City of Long Beach	Contact Name Kini Gonsoulin
Street Address 201 Jeff Davis Ave.	Phone Number 228-863-1556
City/state Long Beach, MS 39560	Email Kini@cityoflongbeach.ms.com

1. Have you or your staff administered grants or loans from other federal programs in the past? yes
2. Have you or your staff previously (check all that apply):
 - Completed actions in a competitive bidding process that was funded totally or in part with federal dollars.
 - Prepared a solicitation package for a project that included federal financial assistance funds and was developed in accordance with state law?
 - Obtained performance bonds from a contractor performing work under a contract funded totally or in part with federal dollars?
 - Administered contracts funded totally or in part with federal dollars?
3. Are you or your staff experienced with federal requirements related to (check all that apply):
 - Project funds, financial management and audit requirements
 - Real property acquisition or easements
4. Does your organization have a financial management system in place that meets the requirements of 2 CFR 200.302? yes
5. Does your organization have an active system for award management (SAM) registration? yes
6. Does your organization have procurement standards in place that meet the requirements of 2 CFR 200.317? yes
7. Will you require assistance from an outside organization to meet these requirements? no

Sponsor Signature/Date  8/20/19	Name/Title George L. Bass Mayor
---	------------------------------------

USDA Natural Resources Conservation Service
An Equal Opportunity Provider and Employer

v.15JAN2016

Minutes of August 20, 2019 Mayor and Board of Aldermen

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
City of Long Beach	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	* First Name: George Middle Name: L.
* Last Name: Bass	Suffix:
* Title: Mayor	
* SIGNATURE: George Bass	* DATE: 8/20/19

*

*

Minutes of August 20, 2019 Mayor and Board of Aldermen


OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text" value=""/> * Other (Specify): <input type="text" value=""/>
* 3. Date Received: <input type="text" value=""/>	4. Applicant Identifier: <input type="text" value=""/>	
5a. Federal Entity Identifier: <input type="text" value=""/>	5b. Federal Award Identifier: <input type="text" value=""/>	
State Use Only:		
6. Date Received by State: <input type="text" value=""/>	7. State Application Identifier: <input type="text" value=""/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of Long Beach"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="64-6000637"/>	* c. Organizational DUNS: <input type="text" value="025607524"/>	
d. Address:		
* Street1: <input type="text" value="201 Jeff Davis Avenue"/>	Street2: <input type="text" value=""/>	
* City: <input type="text" value="Long Beach"/>	County/Parish: <input type="text" value=""/>	
* State: <input type="text" value="MS: Mississippi"/>	Province: <input type="text" value=""/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="39560"/>	
e. Organizational Unit:		
Department Name: <input type="text" value=""/>	Division Name: <input type="text" value=""/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value=""/>	* First Name: <input type="text" value="Kini"/>	
Middle Name: <input type="text" value=""/>		
* Last Name: <input type="text" value="Gonsoulin"/>		
Suffix: <input type="text" value=""/>		
Title: <input type="text" value="Finance Officer/Deputy City Clerk"/>		
Organizational Affiliation: <input type="text" value=""/>		
* Telephone Number: <input type="text" value="228-863-1556"/>	Fax Number: <input type="text" value=""/>	
* Email: <input type="text" value="kini@cityoflongbeachms.com"/>		

Minutes of August 20, 2019 Mayor and Board of Aldermen

Application for Federal Assistance SF-424	
<p>* 9. Type of Applicant 1: Select Applicant Type:</p> <input type="text" value="C: City or Township Government"/>	
<p>Type of Applicant 2: Select Applicant Type:</p> <input type="text"/>	
<p>Type of Applicant 3: Select Applicant Type:</p> <input type="text"/>	
<p>* Other (specify):</p> <input type="text"/>	
<p>* 10. Name of Federal Agency:</p> <input type="text" value="USDA, Natural Resource Conservation Service"/>	
<p>11. Catalog of Federal Domestic Assistance Number:</p> <input type="text" value="10.923"/>	
<p>CFDA Title:</p> <input type="text" value="Emergency Watershed Protection Program"/>	
<p>* 12. Funding Opportunity Number:</p> <input type="text" value="N/A"/>	
<p>* Title:</p> <input type="text" value="N/A"/>	
<p>13. Competition Identification Number:</p> <input type="text" value="N/A"/>	
<p>Title:</p> <input type="text" value="N/A"/>	
<p>14. Areas Affected by Project (Cities, Counties, States, etc.):</p> <input type="text"/> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/> </div>	
<p>* 15. Descriptive Title of Applicant's Project:</p> <input type="text" value="Erosion Control, Lang Avenue"/>	
<p>Attach supporting documents as specified in agency instructions.</p> <div style="display: flex; justify-content: space-around;"> <input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/> </div>	

Minutes of August 20, 2019 Mayor and Board of Aldermen

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input type="text" value="MS-004"/>	* b. Program/Project: <input type="text" value="MS-004"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
17. Proposed Project:	
* a. Start Date: <input type="text" value="8/23/19"/>	* b. End Date: <input type="text" value="8/30/2020"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="52,400"/>
* b. Applicant	<input type="text" value="13,100"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
<small>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</small>	
Authorized Representative:	
Prefix: <input type="text"/>	* First Name: <input type="text" value="George"/>
Middle Name: <input type="text" value="L."/>	
* Last Name: <input type="text" value="Bass"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="Mayor"/>	
* Telephone Number: <input type="text" value="228-863-1556"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="mayor@cityoflongbeachms.com"/>	
* Signature of Authorized Representative: 	* Date Signed: <input type="text" value="8/20/2019"/>

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-78
5-88

**ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION**

A. PURPOSE - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED -

Name of project: DSR: 284185282324

Identity of improvement or development: Erosion Control

Location: Harrison Co. - Site(s): 646 South Lang Ave.

C. REAL PROPERTY ACQUISITION ASSURANCE -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.


Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

Page 2 of 2 - ADS-78 Assurances Relating to Real Property Acquisition

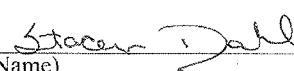
City of Long Beach
(Name of Sponsor)

By: 
(Signature)

Title: Mayor

Date: 8/20/19

This action is authorized at an official meeting
of the Board of Aldermen
on 20th day of August, 2019
State of Mississippi

Attest

(Name)
City Clerk
(Title)

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

Watershed: City of Long Beach

OPERATION AND MAINTENANCE AGREEMENT

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s):

City of Long Beach (MS)

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap- 646 South Lang Ave..

I. OPERATIONS

- A. The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows:
 - 1. In compliance with applicable Federal, State and local laws;
 - 2. In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s);
 - 3. In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement;
 - 4. In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan.
- B. The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.
- C. Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same.
- D. In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the measure.

II. MAINTENANCE

- A. The Sponsor(s) will:

Minutes of August 20, 2019 Mayor and Board of Aldermen

1. Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed.
 2. Obtain prior Service approval of all plans, designs and specifications for maintenance work.
- B. The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s).

III. REPLACEMENT

- A. The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s).
- B. The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions.

IV. PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V. INSPECTIONS AND REPORTS

- A. The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s).
- B. The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.
- C. A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI. TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work if installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII. RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

operation, maintenance and replacement. The Service may inspect these records at any reasonable time during the term of the agreement.

VIII. GENERAL

- A. The Sponsor(s) will:
 - 1. Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures.
 - 2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.
 - 3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party.
- B. Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement.
- C. The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part.
- D. Comply with the attached PROPERTY MANAGEMENT STANDARDS.

Name of Sponsor: **City of Long Beach (MS)**

By: George Rose Title: Mayor Date: 8/20/19

This action was authorized at an official meeting of the Sponsor named immediately above on 8/20/19 at _____

Attest: Stacey Dahl Title: City Clerk

Natural Resources Conservation Service, United States Department of Agriculture

By: _____ Title: _____ Date: _____

Minutes of August 20, 2019 Mayor and Board of Aldermen

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

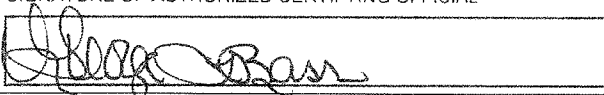
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Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

Minutes of August 20, 2019 Mayor and Board of Aldermen

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| <p>11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</p> <p>12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</p> <p>13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.</p> <p>14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of</p> | <p>Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).</p> <p>16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.</p> <p>17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).</p> <p>18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."</p> <p>19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p> <p>20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.</p> |
|---|--|

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Long Beach	8/20/19

SF-424D (Rev. 7-97) Back

Minutes of August 20, 2019 Mayor and Board of Aldermen

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-L.L.L. "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
City of Long Beach	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="George"/> Middle Name: <input type="text" value="L"/>
* Last Name: <input type="text" value="Bass"/> Suffix: <input type="text"/>	
* Title: <input type="text" value="Mayor"/>	
* SIGNATURE: <input type="text" value="George Bass"/>	* DATE: <input type="text" value="8/20/19"/>

Minutes of August 20, 2019 Mayor and Board of Aldermen

ADMINISTRATIVE READINESS QUESTIONNAIRE

The purpose of this questionnaire is to help determine if a Sponsor is adequately equipped to administer EWP funds. If an applicant is not equipped, the applicant may be asked to retain the services of a qualified organization to assist in administering EWP funds. Please complete the entire questionnaire as candidly as possible. A copy of this questionnaire must be returned to the NRCS program manager before an EWP cooperative agreement will be executed with a Sponsor.

NRCS Contact Norman Patterson	Phone Number 601.909.3305
Email Address norman.patterson@ms.usda.gov	State MS

Sponsor City of Long Beach	Contact Name Kini Gonsaulin
Street Address 201 Jeff Davis Ave.	Phone Number 228-863-1556
City/state Long Beach MS 39560	Email Kini@cityoflongbeach.ms.com

1. Have you or your staff administered grants or loans from other federal programs in the past? yes
2. Have you or your staff previously (check all that apply):
 - Completed actions in a competitive bidding process that was funded totally or in part with federal dollars.
 - Prepared a solicitation package for a project that included federal financial assistance funds and was developed in accordance with state law?
 - Obtained performance bonds from a contractor performing work under a contract funded totally or in part with federal dollars?
 - Administered contracts funded totally or in part with federal dollars?
3. Are you or your staff experienced with federal requirements related to (check all that apply):
 - Project funds, financial management and audit requirements
 - Real property acquisition or easements
4. Does your organization have a financial management system in place that meets the requirements of 2 CFR 200.302? yes
5. Does your organization have an active system for award management (SAM) registration? yes
6. Does your organization have procurement standards in place that meet the requirements of 2 CFR 200.317? yes
7. Will you require assistance from an outside organization to meet these requirements? no

Sponsor Signature/Date 8/20/19	Name/Title George L. Bass Mayor
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USDA Natural Resources Conservation Service
An Equal Opportunity Provider and Employer

v 15JAN2016

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried approve the following Change Order 1 and Contract for Project Development Services with Pickering Firm, Inc., and authorize the Mayor to execute same:

PROFESSIONAL SERVICES AGREEMENT – CHANGE ORDER NO. 1

PROJECT NAME: City of Long Beach, Mississippi
Strategic Infrastructure Project Development Services

This Change Order No. 1 to the Referenced Agreement is by and between:

Owner
CITY OF LONG BEACH (“the City”)
201 Jeff Davis Ave.
Long Beach, MS 39560
228-863-1556

and,

PICKERING FIRM, INC. (“PFI”)
126 Rue Magnolia
Biloxi, MS 39530
228-432-5925

Who Agree as follows:

WHEREAS, PFI entered into the Strategic Infrastructure Project Development Services Contract with the City on 5/3/2018, to assist the City in defining and prioritizing the various elements of a water resources, drainage, transportation infrastructure, and economic development infrastructure program; and,

WHEREAS, the original contract included “up to two (2) trips to Washington, D.C.”; and,

WHEREAS, at the City’s request, it was determined that additional trips to Washington, D.C. would be beneficial to the City’s need for identifying and securing funding sources for various infrastructure projects; and

WHEREAS, these trips to Washington, over and above the two (2) originally planned for, have caused PFI to accrue more billing hours and reimbursable travel expenses than originally considered; and

WHEREAS, these additional billing hours and expenses total \$4,195.20; and

WHEREAS, the original contract stipulated that “if complications or other unforeseen factors cause a change in the scope of work which require an adjustment in PICKERING FIRM, INC.’s compensation, PICKERING FIRM, INC. shall promptly notify the City and proceed only on an agreed upon basis.”

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

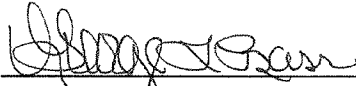
NOW THEREFORE, it is mutually agreed that the City will compensate PFI for these additional trips at the specified rate mentioned above for additional billing hours and expenses. This increase of \$4,195.20 will result in a revised maximum contract amount of \$54,195.20.

This Change Order in no way modifies or changes the original contract, of which it becomes a part, except as specifically stated herein.

This Change Order is so accepted and agreed upon the latest date of execution and shall be effective on the same date.

Dated, the 20th day of August, 2019.

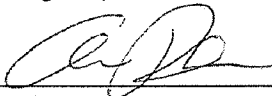
City of Long Beach, Mississippi



Mayor George Bass

Dated, the 5th day of August, 2019.

Pickering Firm, Inc.



Andy Phelan, PE
Principal

Minutes of August 20, 2019 Mayor and Board of Aldermen

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **City of Long Beach, Mississippi
Strategic Infrastructure Project Development Services**

This Agreement is by and between

Owner
**City of Long Beach (The City)
201 Jeff Davis Ave.
Long Beach, MS 39560
228-863-1556**

and,

**PICKERING FIRM, INC.
126 Rue Magnolia
Biloxi, MS 39530
Tel No. 228.432.5925**

Who agree as follows:

The City of Long Beach, MS ("The City") hereby engages the Pickering Firm, Inc., ("PICKERING FIRM, INC.") to perform the services described in Part I ("Services") and PICKERING FIRM, INC. agrees to perform the Services for the compensation set forth in Part III. PICKERING FIRM, INC. shall be authorized to commence the Services upon execution of this Agreement and receipt of authorization to proceed from the City. The City and PICKERING FIRM, INC. agree that this signature page, together with Parts I through IV and attachments referred to therein, constitute the entire agreement between them relating to the Project ("Agreement").

CONTRACT TERM. The Agreement shall commence upon the latest date of execution and continue until December 31, 2020, at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after December 31, 2020. Engineer shall complete work assigned prior to then, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon thirty (30) days written notice to Pickering Firm, Inc. This contract allows for the specified initial term and the extension of the contract for three (3) one-year terms as approved by the Mayor and City Council.

APPROVED FOR
Pickering Firm, Inc.

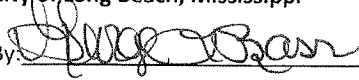
By: 

Printed Name: Andy Phelan, PE

Title: Principal Owner

Date: 08/08/2019

APPROVED FOR
City of Long Beach, Mississippi

By: 

Printed Name: George L. Bass

Title: Mayor

Date: 8/20/19

Minutes of August 20, 2019 Mayor and Board of Aldermen

PART I

PICKERING FIRM, INC.'S RESPONSIBILITIES

PICKERING FIRM, INC. shall perform or furnish the services described in Exhibit I to this Agreement.

PART II

THE CITY'S RESPONSIBILITIES

The City, at its expense shall do the following in a timely manner so as not to delay the Services.

A. INFORMATION/REPORTS

Furnish PICKERING FIRM, INC. with all applicable reports, studies, site characterizations, drawings, regulatory orders and similar information in its possession relating to the project. Unless otherwise specified in Part I, PICKERING FIRM, INC. may rely upon the City-furnished information without independent verification in performing the Services.

B. REPRESENTATIVE

The Mayor, or duly authorized representative shall have the authority to transmit instructions, receive information, interpret and define the City's policies and make decisions with respect to the Services.

C. DECISIONS

Provide all criteria and full information as to the City requirements for the Project, obtain (with PICKERING FIRM, INC.'S assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow PICKERING FIRM, INC. to perform the Services.

PART III

COMPENSATION, BILLING, AND PAYMENT

The City shall pay PICKERING FIRM, INC. for Services in accordance with Compensation Schedule (Exhibit II) as attached.

PARTS I - III

Minutes of August 20, 2019 Mayor and Board of Aldermen

PART IV

Pickering Firm, Inc. STANDARD TERMS AND CONDITIONS

1. **STANDARD OF PRACTICE.** PICKERING FIRM, INC. shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work.
2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the City. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that the scope should be redefined. If complications or other unforeseen factors cause a change in the scope of work which may cause PICKERING FIRM, INC. to exceed the established budgets, PICKERING FIRM, INC. will promptly notify the City and proceed only upon an agreed upon basis. Changes in scope may warrant Additional Services which are not a part of the agreed upon compensation. These Additional Services shall be paid for by the City in accordance with PICKERING FIRM, INC.'S prevailing hourly rate schedule.
3. **SAFETY.** PICKERING FIRM, INC. specifically disclaims any authority or responsibility for general jobsite safety of persons other than PICKERING FIRM, INC. employees, or subcontractors.
4. **BILLING.** Invoices will be issued at the end of each month, payable upon receipt, unless otherwise agreed. All invoices will be paid according to deadlines in state law and the City will be required to pay interest in accordance with that law.
5. **TERMINATION.** Either the City or PICKERING FIRM, INC. may terminate this Agreement at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. The City shall within thirty (30) calendar days of termination pay PICKERING FIRM, INC. for all services rendered and all costs incurred up to the notice of termination, or date the termination is effective, as determined in writing by the Parties. Payment shall be made in accordance with the compensation provisions of this contract.
6. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the City or PICKERING FIRM, INC. , their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit **to extent allowed by law.**
7. **INSURANCE,** PICKERING FIRM, INC. agrees to maintain (1) statutory workers' compensation insurance coverage and (2) comprehensive general liability coverage and automobile liability insurance coverage. PICKERING FIRM, INC. agrees to maintain professional liability insurance in the sum of no less than \$1,000,000 annual aggregate, on a claims-made basis, as long as it is reasonably available under standard policies at rates comparable to those currently in effect. PICKERING FIRM, INC. shall provide the City with proof of coverage.
8. **LIMITATION OF LIABILITY.** PICKERING FIRM, INC. and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, sub- contractors, officials, visitors invitees, and/or guests. PICKERING FIRM, INC.'s obligations to indemnify, defend and hold harmless,

PART IV-1

Minutes of August 20, 2019 Mayor and Board of Aldermen

or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to PICKERING FIRM, INC.

9. **OWNERSHIP OF INSTRUMENTS OF SERVICE.** Unless otherwise agreed by the Parties in writing, PICKERING FIRM, INC. agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the City.
10. **THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or PICKERING FIRM, INC. PICKERING FIRM INC.'s services under this agreement are being performed solely for the City's benefit, and no other entity, including the Owner's contractors, shall have any claim against PICKERING FIRM, INC. because of this Agreement or the performance or nonperformance of services hereunder.
11. **DELAYS.** If events beyond the control of the City or PICKERING FIRM, INC., including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, PICKERING FIRM, INC. shall be entitled to an equitable adjustment in compensation.
12. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by PICKERING FIRM, INC. is supplied for the general guidance of the City only. Since PICKERING FIRM, INC. has no control over competitive bidding or market conditions, PICKERING FIRM, INC. cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the City.
13. **ACCESS.** The City shall provide PICKERING FIRM, INC. safe access to any premises necessary for PICKERING FIRM, INC. to provide the Services.
14. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
15. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been executed in Harrison County, Mississippi. Parties shall attempt to settle disputes arising under this Agreement by discussion between the parties' senior representatives of management. Any claim or dispute not resolved by discussion shall be brought in a court of competent jurisdiction in Harrison County. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.
16. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

PART IV-2

Minutes of August 20, 2019 Mayor and Board of Aldermen

EXHIBIT I

SCOPE OF SERVICES

Following is the scope of Strategic Infrastructure Project Program Development and Support Services, based on discussions with representatives of Long Beach regarding issues that appear relevant to the project. The City is in need of assistance in order to maintain its economic development competitiveness and the standards of quality of life. The City is confronted with significant water supply, transmission and distribution, wastewater, storm drainage, transportation and economic development infrastructure needs which exceed the reasonable limits of local financing capacity of the City. The City has expressed its interest in development of a strategic infrastructure implementation program to address these pressing needs, and any other needs as determined by the City of Long Beach, as well as to determine which needs could be eligible for the State and Federal grant programs. The City proposes to seek funding, federal and other, to facilitate implementation of the improvements.

PART A: PROGRAM DEVELOPMENT

I. Program Definition

PICKERING FIRM, INC. shall assist the City in defining and prioritizing the various elements of a water resources, drainage, transportation infrastructure, economic development infrastructure, and other City-directed projects. When the City representatives have decided upon the program elements, PICKERING FIRM, INC. will begin the process of preparing the necessary components in support of project implementation, including funding assistance.

II. Development of Strategic Infrastructure Project Implementation Program

PICKERING FIRM, INC. will develop a **Strategic Infrastructure Project** implementation program for definition and implementation of the water resources, drainage, transportation economic development infrastructure program and any other projects explicitly requested, in writing, by the City. The implementation plan will provide assistance in the City's efforts to secure funding and regulatory management for implementation of the program. The implementation plan will organize the City's program concepts into succinct phases and steps to facilitate efficient and timely implementation.

Components of the plan are as follows:

- A. Priorities for Program Development**
 - 1. Update as needed the five-year program element for capital expenditures based on the selected alternatives from those identified in consultation with the City Engineer. The selected alternatives will be prioritized, depending on the relevant priorities and issues identified by the City.
 - 2. Update as needed the long-term program element for capital improvements for the **Strategic Infrastructure Project** program, along the same lines as the short-term plan, but taking into account the long term needs and issues which will impact the program further into the planning period.

EXHIBIT I-1

Minutes of August 20, 2019 Mayor and Board of Aldermen

3. Develop baseline strategies for Federal and State regulatory compliance, where required.

B. Financial and Institutional Elements

1. Identify institutional arrangements that will be serve the **Strategic Infrastructure Project** needs of the City.
2. Identify special Federal strategies for funding.
3. Identify special State strategies for funding.
4. Identify special Local and Private Legislation, if needed, for implementation.

C. Program Deliverables

1. Implementation Program Report
2. Presentation exhibits and documentation for funding assistance initiatives.
3. Monthly updates on program activities.

PART B: Strategic Infrastructure Project *PROGRAM SUPPORT SERVICES*

PICKERING FIRM, INC. will support and assist the City's effort to obtain state and federal funding and regulatory assistance to advance implementation of the **Strategic Infrastructure Project** or any other projects as determined by the City of Long Beach. PICKERING FIRM, INC. will assist the City's effort in further defining financial and institutional matters related to the program. These efforts may consist of interim financing, long term financing of the local share, coordination of federal, state, and private sector funding roles, and management assistance with the regulatory community.

PART C: IMPLEMENTATION

If requested by the City, upon completion of the foregoing scope of work and upon written authorization by the City, PICKERING FIRM, INC. will provide by amendment to this contract additional services to further **Strategic Infrastructure Project Development Services**.

It is mutually agreed that a detailed scope and schedule of services will be added by written amendment to this Agreement to provide for the incorporation of specialized expertise in regard to planning and mapping, surveying, schematic engineering, preliminary engineering report, design, acquisition, bidding, construction engineering and management, program management, and other services as authorized by the City.

EXHIBIT I-2

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EXHIBIT II COMPENSATION

PICKERING FIRM, INC. will, on behalf of the City, perform the work outlined in Exhibit I, Parts A and B, on an hourly basis. Following is a schedule of compensation based on performance of the Scope defined previously. Completion of milestone events is dependent on obtaining data requested from the City and other sources.

	Project	Task Budget FY 2018-2020
Part A	Program Development (Hourly) ⁽¹⁾	\$35,000
Part B	Program Support Services (Hourly) ^{(1) (2)}	\$15,000 ⁽²⁾
Part C	Implementation TBD	
Total		\$50,000

The City will be invoiced on a monthly basis for work completed during the billing period. The City shall pay PICKERING FIRM, INC. within 45 days after receipt of PICKERING FIRM, INC.'s monthly billing. The payment shall not be contingent or dependent upon any action or undertaking of the City other than those conditions, if any, specifically set forth in this Agreement.

The City shall compensate PICKERING FIRM, INC. on an hourly basis for each billing period for services authorized in Parts A and B. If complications or other unforeseen factors cause a change in the scope of work which may cause PICKERING FIRM, INC. to exceed the established budgets, PICKERING FIRM, INC. will promptly notify the City and proceed only upon an agreed upon basis. The City's obligation for payment for the services shall be absolute and unconditional except for the right to dispute payment for services not conforming to the standards of this agreement.

(1) Project tasks can run concurrently

(2) The fee presented in this proposal includes billable hours and travel expenses for up to two (2) trips to Washington, D.C. (billable hours and travel expenses are only for employees of the Pickering Firm, Inc.). Additional fees related to billing hours and expenses incurred on trips to Washington, D.C. in excess of two (2) for the length of this contract will be subject to being added by a change order to this contract. Any and All trips to Washington, D.C. will be made only at the express written request of the City of Long Beach.

EXHIBIT II-1

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**PICKERING FIRM, INC. RATES
Strategic Infrastructure Project Development Services**

	<i>PICKERING FIRM, INC. Rates</i>
PRINCIPAL	\$ 190.00
GROUP MANAGER	\$ 161.00
SR PROJECT MANAGER	\$ 145.00
PROJECT MANAGER	\$ 125.00
SR PROJECT ENGINEER	\$ 130.00
PROJECT ENGINEER	\$ 105.00
ENGINEER INTERN	\$ 90.00
GRADUATE ENGINEER	\$ 90.00
GRADUATE ENVIRONMENTAL ENGINEER	\$ 100.00
SR SCIENTIST	\$ 135.00
SCIENTIST	\$ 110.00
GRANT SPECIALIST	\$ 95.00
GIS MANAGER	\$ 100.00
SENIOR TECHNICIAN	\$ 100.00
TECHNICIAN II	\$ 80.00
GIS ANALYST	\$ 95.00
CLERICAL	\$ 65.00
CADD TECHNICIAN	\$ 85.00
IRS CURRENT STANDARD MILEAGE RATE	Actual
 REIMBURSABLE EXPENSES	 Actual Expense together with any demonstrated cost of processing and handling payment

Travel Time:

Time required to travel to and from a project site will be billed at the normal hourly rates.

***The stated rates are effective from the date of execution through December 31, 2020.
PICKERING FIRM, INC. reserves the right to adjust the hourly rates after December 31, 2020.***

EXHIBIT II-2

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**EXHIBIT III
ADDITIONAL WORK ITEMS**

If complications or other unforeseen factors cause a change in the scope of work which require an adjustment in PICKERING FIRM, INC.'s compensation, PICKERING FIRM, INC. shall promptly notify the City and proceed only on an agreed upon basis. If the City wishes to undertake tasks outside the proposed scope of services, PICKERING FIRM, INC. will amend this agreement or submit a proposal for the additional work.

EXHIBIT III-1

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Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Contract with Pickering Firm, Inc., for Engineering Services, and authorize the Mayor to execute same:

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date")
between

The City of Long Beach ("Owner")

and

Pickering Firm, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

NRCS EWP Improvements for Lang Avenue, Espy Avenue, and Commission Road ("Project").

Engineer's Services under this Agreement are generally identified as follows:

See Appendix 2, Scope

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraph 7.01.
- B. Engineer shall complete its services within a reasonable time.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding **30 days for Lang Avenue, 120 days for Espy Avenue, and 45 days for Commission Road**. If the actual time to complete construction exceeds the number of months indicated (either separately or individual times added together in a single project), then Engineer's period of service and its total compensation shall be appropriately adjusted.

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2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

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- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

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- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and

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Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

Lang Avenue

Environmental Permitting - A Lump Sum amount of **\$5,000.00.**

Engineering Design - A Lump Sum amount of **\$3,900.00.**

Espy Avenue

Environmental Permitting - A Lump Sum amount of **\$7,000.00.**

Engineering Design - A Lump Sum amount of **\$20,700.00.**

Commission Road

Environmental Permitting - A Lump Sum amount of **\$5,000.00.**

Engineering Design - A Lump Sum amount of **\$6,100.00.**

Items Common to All Project Areas

Bid Phase Services - A Lump Sum amount of **\$4,000.00.**

Construction Engineering and Inspection - **7.5% of construction cost.**

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For Lump Sum tasks, the portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

For tasks based on a percent of construction cost as a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed:

1. For work designed or specified by Engineer and incorporated in the completed Project, the actual final cost of the work performed by Contractor.
2. ~~For work designed or specified by Engineer but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal or contractor's estimate for such work.~~
3. ~~For work designed or specified but not constructed, upon which no bid, proposal, or estimate is received, Engineer's most recent opinion of probable Construction Cost.~~

For fees associated with Construction Cost, the portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

Both Lump Sum Amounts and Fees based on Construction Cost include compensation for Engineer's Services and services of Engineer's consultants, if any, as well as accounting for labor, overhead, profit, and reimbursable expenses.

Fees listed under "Items Common to All Project Areas" assume that a single combined construction contract will be awarded in lieu of multiple separate contracts. Should multiple construction contracts be let, the Engineer reserves the right to request an amendment to this agreement.

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Attachments:

Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Scope

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is the date of execution by both parties.

OWNER:

By: [Signature]

Title: Mayor

Date Signed: 8/20/19

ENGINEER:

By: [Signature]

Title: Principal Owner

Date Signed: 08/08/19

Engineer License or Firm's Certificate
Number: 19480

State of: Mississippi

Address for giving notices:

City of Long Beach

P.O. Box 929

Long Beach, MS 39560

Address for giving notices:

Pickering Firm, Inc.

126 Rue Magnolia

Biloxi, MS 39530

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This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 7.01, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Classification	Hourly Fee
1. Principal / Project Director	210.00
2. Senior Project Manager.....	190.00
3. Project Manager / Senior Engineer	180.00
4. Project Engineer.....	145.00
5. Senior Designer.....	130.00
6. Survey Manager	130.00
7. Professional Intern	115.00
8. Project Surveyor.....	115.00
9. Senior Scientist / Senior Geologist	105.00
10. Senior Technician	105.00

Appendix 1, Standard Hourly Rates Schedule
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.
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11. Technician / Inspector / Project Coordinator90.00
12. Scientist.....90.00
13. Survey Team (2-person), Including Conventional Equipment*150.00
14. Survey Team (3-person), Including Conventional Equipment*185.00
15. Survey Team (4-person), Including Conventional Equipment*220.00

* NOTE: A Robotic Total Station may be substituted as a Survey Team member. For instance, if a Robotic Total Station is utilized on a 2-person survey Team then the client will be billed using a 3-person Survey Team Rate.

16. GPS Survey Team (1-person)155.00
17. GPS Survey Team (2-person)200.00
18. Clerical.....85.00

19. A minimum daily fee is charged for any one-time service of a project manager, senior architect or senior engineer (\$1,800), or architect/engineer (\$1,500).

20. A minimum of four (4) hours is charged for a survey team for any service occurrence.

21. A rate of twice the Standard Professional Services Fee is required for depositions, court proceedings and insurance investigations.

22. Overtime hourly rate is 1.5 times the regular hourly rate.

23. Construction Manager/Administrator/Supervisor/Inspector hourly rate varies from \$90 to \$140 depending on the level of expertise required and the frequency of the requirement for the specific individual.

OTHER SERVICES

24. Mileage will be charged for all travel if destination is greater than 30-mile radius from office.

25. Other travel, meals, hotel/motel, and auto rental at 1.15 times the expense incurred.

26. Consultants will be charged at 1.15 times actual rates.

27. Printing, reproduction and express courier at 1.15 times cost.

28. Four-wheeler/All-Terrain vehicle (ATV) Rate is \$100.00 per day

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This is **Appendix 2, Scope**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Scope of Work

General Project Description

In general, the Engineer will perform environmental permitting, engineering design, bid phase services, construction engineering, and Resident Project Representative Services. Subsequent services, including but not limited to environmental assessments, cultural resource assessment, etc., may be added, as mutually agreed upon by both parties, as either an amendment to this contract or as a separate contract.

The Owner and Engineer both recognize that the following tasks are independent of one another. The Engineer shall not begin any task, or any subsequent task, without written notification to proceed by the owner.

Lang Avenue

This project generally consists of improvements to an existing stream bank located near 646 South Lang Avenue in Long Beach, Mississippi. Generally, improvements will consist of removing a failing wooden bulkhead and replacing it with a grouted rock rip rap dike bank for stabilization and protection.

Espy Avenue

This project generally consists of improvements to an existing channel beginning at Espy Ave south of Red Creek Rd and ending at 28th Street and Klondyke Road in Long Beach, Mississippi. Generally, improvements will consist of tree and debris removal with minimal excavation to ensure positive drainage.

Commission Road

This project generally consists of improvements to an existing stream bank located off of Commission Road east of Klondyke Road in Long Beach, Mississippi. Generally, improvements will consist of regrading stream banks and filling of gullies along with stabilization provided by a rock rip rap channel and grouted riprap for bank and utility protection.

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Task 1 – Environmental Permitting

Lang Avenue	(\$5,000.00)
Espy Avenue	(\$7,000.00)
Commission Road	(\$5,000.00)

The Consultant's services will consist for the following:

1. Participate in project pre-application meeting with the USACE, and appropriate state or local regulatory agencies.
2. Preparation and submittal of a Nationwide 37 permit application. Items included with the wetland permit application:
 - a. Purpose and Need Statement
 - b. Alternative Analysis
 - c. Wetland Delineation Report
 - d. Wetland/ Stream Location Map
 - e. Amount of Impacts from Project Plans
 - f. Proposed Project Plan
 - g. Map of Property Owners and Adjacent Property owners
 - h. Applicant Information
3. Assumptions and Limitations:
 - a. It is our understanding that NRCS has performed necessary pre-application due diligence (i.e. wetland delineation, cultural resource study, threatened & endangered species assessment, etc.) and Pickering will rely on this information, by others, to make environmental permit application(s).
 - b. The costs provided herein for environmental permitting were determined based on the assumption that a Nationwide 37 Permit will be required for this Project.
 - c. Pickering anticipates a time period of 150 to 180 days to receive the approved environmental permit after the permit application materials have been submitted.
 - d. This proposal does not include costs for a Wetland Delineation, Cultural Resources, and/or a Threatened and Endangered Species Survey. If any of these tasks is deemed necessary or any other additional services beyond the scope of work described above, an additional cost estimate will be provided at that time.
 - e. This proposal does not include costs for wetland mitigation or restoration associated with the potential impacts of this Project, if any.

Task 2 – Engineering Design

Lang Avenue	(\$3,900.00)
Espy Avenue	(\$20,700.00)
Commission Road	(\$6,100.00)

Appendix 2, Scope

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Utilizing owner provided information, readily-available data from the State of Mississippi & NRCS, and any other deliverables subject to any owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from owner, for the general scope of work described above, the Engineer shall:

1. Prepare Preliminary (60%) Drawings and Specifications indicating the scope, extent, and character of the Work. Furnish 3 review copies of the preliminary (60%) documents and any other deliverables to Owner and review them with Owner. Within 10 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Design Phase documents and any other deliverables. A revised Opinion of Probable Construction Cost will be provided with the Preliminary Design Drawings.
2. Prepare Final (100%) Drawings and Specifications indicating the scope, extent, and character of the Work. Furnish 3 review copies of the Final (100%) documents and any other deliverables to Owner and review them with Owner. Within 10 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Design Phase documents and any other deliverables. A revised Opinion of Probable Construction Cost will be provided with the Final Design Drawings.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the project. Engineer will assist the owner in consultations with such authorities and will revise the drawings and specifications accordingly in response to directives from such authorities.
4. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Owner shall submit to Engineer any comments and instructions for revisions and Engineer will revise the bidding documents accordingly. 1 Final copy of the bidding documents, including a final Opinion of Probable Construction Cost, will be provided to the Owner.

Note, the nature of this work is such that a detailed topographic survey is not recommended (i.e. the channel is only being restored to original condition). Topographic information shown on plans will be based on GIS information from the State of Mississippi and corroborated by site visits and aerial photos. Should the OWNER request a topographic survey, this can be provided as an additional service.

Task 3 – Bid Phase Services - \$4,000

After acceptance by Owner of the bidding documents and final Opinion of Probable Construction Cost as determined in the Engineering Design Phase, and upon written authorization, by the owner, to proceed, Engineer shall:

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1. Assist Owner in advertising for and obtaining bids for proposals and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
7. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

Note: this proposal is based on the assumption that a single combined construction contract will be awarded in lieu of multiple separate contracts. Should multiple construction contracts be let, the Engineer reserves the right to request an amendment to this agreement.

Task 4 – Construction Engineering and Inspection (7.5% of construction cost)

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

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2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work as outlined below.
3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory as needed
4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise,

Appendix 2, Scope

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Minutes of August 20, 2019 Mayor and Board of Aldermen

direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
13. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or

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procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's

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furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
18. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

Note: this proposal is based on the assumption that a single combined construction contract will be awarded in lieu of multiple separate contracts. Should multiple construction contracts be let, the Engineer reserves the right to request an amendment to this agreement.

Duration of Construction Phase: This contract assumes a contract time of **30 days for Lang Avenue, 120 days for Espy Avenue, and 45 days for Commission Road.** The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

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Limitation of Responsibilities: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Resident Project Representative

Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.

Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are as follows:

1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

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4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

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9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

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- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.

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- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept shop drawing or sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

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**Minutes of August 20, 2019
Mayor and Board of Aldermen**

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on the 20th day of August, 2019, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

RESOLUTION SEEKING THE ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS IN USE OF HARRISON COUNTY'S VIEWING STAGE AS A BAND STAND FOR THE CHRISTIAN MOTORCYCLE ASSOCIATION'S STATE RALLY ANNUAL EVENT TO BE HELD ON SEPTEMBER 20TH - 22ND 2019, THE STAGE AND LARGE TENT FOR THE CALB FALL FESTIVAL EVENT TO BE HELD ON NOVEMBER 9TH AND 10TH, 2019, AND THE AGE FOR THE JUNIOR AUXILIARY "BEACH DAY AT THE WHEEL WAY" ANNUAL EVENT TO BE HELD ON MARCH 7TH, 2020, ALL IN THE CITY OF LONG BEACH

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

WHEREAS, from time to time and on occasion the City has sought the assistance of Harrison County in use of County equipment or facilities, or in paving roads, public parking lots and other public areas in need of repair, and the Harrison County Board of Supervisors has generously responded and complied whenever possible with such requests; and

WHEREAS, the Harrison County Board of Supervisors has in its possession a viewing stand or stage, tent and related equipment suitable to be used as a viewing stand or stage for various public functions and events; and

WHEREAS, in the City of Long Beach there occurs annual events, including but not limited to a Mardi Gras parade, Jeepin' the Coast parade, Cruisin' the Coast parade, in which events draw tourist and others to the downtown area of the City and bring substantial business and public notice of the amenities and business opportunities which exist in the City of Long Beach and is of substantial benefit to the City of Long Beach; and

WHEREAS, the City of Long Beach is without sufficient resources and proper equipment to construct and provide a viewing stand or stage for such parade and events, and such is necessary and desirable for municipal purposes; and

WHEREAS, the City of Long Beach hereby seeks the assistance of the Harrison County Board of Supervisors by requesting the Board of Supervisors allow the use by the City of Long

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Beach of its viewing stand or stage for such parade and events for the benefit, protection, health and safety of all citizens of Harrison County.

NOW, THEREFORE, be it resolved by the Board of Aldermen of the City of Long Beach that the Harrison County Board of Supervisors be, and same hereby are requested to provide such assistance as may be available to the City of Long Beach and the citizens of Harrison County by allowing the City the use of its viewing stand or stage, tent and related equipment for use as a viewing stand or stage for various public functions and events.

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

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

Alderman Ronal Robertson	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Bernie Parker	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye

The question having received the Affirmative vote all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 20th day of August, 2019.

APPROVED:



George L. Bass, Mayor

ATTEST:



Stacey Dahl, City Clerk

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It came on for discussion regarding traffic signs. They Mayor apprised the Board that he had been approached by the School District about moving the School Zone Warning sign on Pineville further away from the school in order to protect the children who walk to school. He also stated that the intersection at Suffolk Drive and Saratoga Drive, which is currently only a two-way stop, has become quite dangerous. After continued discussion, Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to authorize the moving of the School Zone Warning sign on Pineville and to make the intersection at Suffolk Drive and Saratoga Drive a four-way stop.

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

Fire Department:

- Step Increase, Firefighter 2nd Class Chase Elsworth, FS 7, effective September 1, 2019

Alderman Griffin made motion seconded by Alderman McCaffrey and unanimously carried to accept the July 2019 Revenue/Expense Report, as submitted and the following Budget Amendment for Fiscal Year 2019:

City of Long Beach
Budget Amendment Request

Fund Name General Date 8/20/2019
Department # 213 Budget Entry #
Department Name Police Dept.

Table with 4 columns: Original Budget, Prior Amendments, This Amendment, Revised Budget. Rows include Wages & Salaries 213-600100 and Contractual Fees 213-620900.

Amendment to move funds within the Police Department's budget to purchase body worn cameras

Amendment #25

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August 15, 2019

To: Mayor Bass
Board of Alderman

From: Chief Seal

Re: Budget Amendment

I am requesting to amend the police department budget by transferring \$84,090.28, from wages and salaries (213-600100) to contractual fees (213-620900). This money will be used to pay years 1 and 2 of a 5 year contract renewal with Metrix Solutions for BodyWorn cameras. This money is available due to having unfilled positions in the police department.

Thank you for your consideration.



William Seal
Chief of Police

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Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the following contract with Metric Solutions for body worn cameras, and authorize the Mayor to execute same:



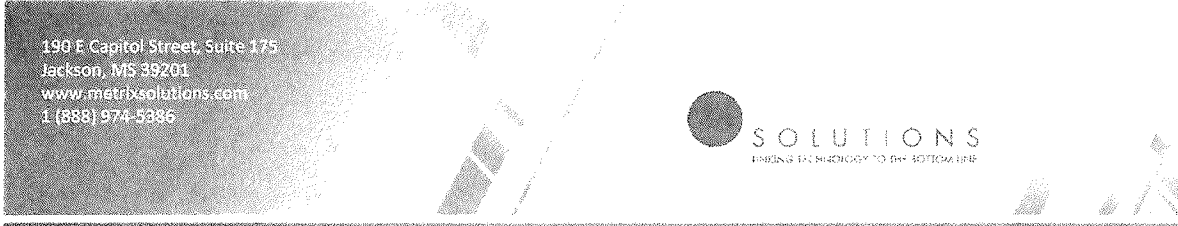
We have prepared a quote for you

**LBDP - BodyWorn Contract Renewal Option #1 - 2019-7-9
- #40831 v1**
Quote # 040832
Version 2

Prepared for:

Long Beach Police Department
Sandy Dyess
sdyess@cityoflongbeachms.com

Minutes of August 20, 2019 Mayor and Board of Aldermen



Year 1

Item	Description	Price	Qty	Ext. Price
	BodyWorn and Communications (Rocket)			
RKT-HB-2001	HD Body Camera, 2 Vest Carriers or 4 Duty Shirts, BlueTooth, Rocket In-Car Router and Locker, Vehicle Triggers, Range Boosting Antenna, Installation, Training (Must be purchased with RKT-UP-2001 Bundle)	\$1,760.00	25	\$44,000.00
BWRKT-UP-2001	Unlimited Pro Plan BodyWorn and Communications - AVailWeb and SmartRedaction SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download	\$1,200.00	25	\$30,000.00
CRED-RKT-HB-2001	Credit for Equipment for 5 Year Incentive Pricing - HD Body Camera, 2 Vest Carriers or 4 Duty Shirts, BlueTooth, Rocket In-Car Router and Locker, Vehicle Triggers, Range Boosting Antenna, Installation, Training (Must be purchased with RKT-UP-2001 Bundle)	(\$1,760.00)	25	(\$44,000.00)

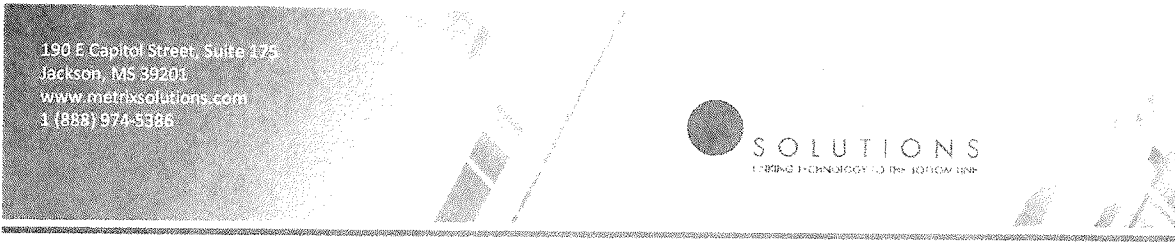
Year 2

Item	Description	Price	Qty	Ext. Price
	BodyWorn and Communications (Rocket)			
BWRKT-UP-2001	Unlimited Pro Plan BodyWorn and Communications - AVailWeb and SmartRedaction SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download	\$1,200.00	25	\$30,000.00

Year 3

Item	Description	Price	Qty	Ext. Price
	BodyWorn and Communications (Rocket)			
BWRKT-UP-2001	Unlimited Pro Plan BodyWorn and Communications - AVailWeb and SmartRedaction SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download	\$1,200.00	25	\$30,000.00

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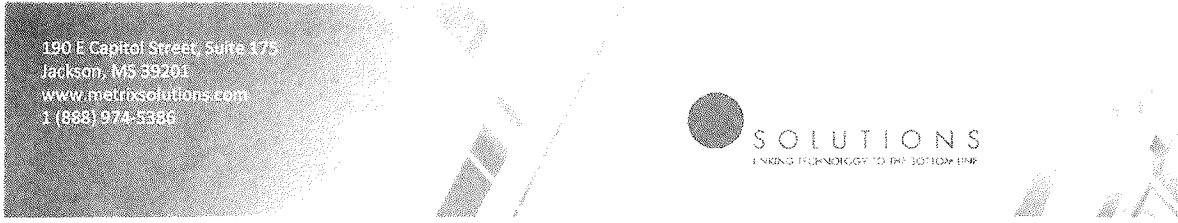
Year 4

Item	Description	Price	Qty	Ext. Price
BWRKT-UP-2001	BodyWorn and Communications (Rocket) Unlimited Pro Plan BodyWorn and Communications - AVailWeb and SmartRedaction SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download	\$1,200.00	25	\$30,000.00

Year 5

Item	Description	Price	Qty	Ext. Price
BWRKT-UP-2001	BodyWorn and Communications (Rocket) Unlimited Pro Plan BodyWorn and Communications - AVailWeb and SmartRedaction SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download	\$1,200.00	25	\$30,000.00

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LBPD - BodyWorn Contract Renewal Option #1 - 2019-7-9 - #40831 v1

Prepared by:
Metrix Solutions
Sonny Beneke
601-863-0307
Fax 601-510-9718
sonnybeneke@pileum.com

Prepared for:
Long Beach Police Department
P.O. Box 929 201 Alexander Road
Long Beach, MS 39560
Sandy Dyess
sdyess@cityoflongbeachms.com
(228) 865-1981

Quote Information:
Quote #: 040832
Version: 2
Delivery Date: 07/23/2019
Expiration Date: 08/08/2019

Quote Summary

Description	Amount
Year 1 - \$75,000.00 - \$9,659.72 (Credit from Rocket Contract)	\$65,340.28
Year 2	\$18,750.00
Year 3	\$18,750.00
Year 4	\$18,750.00
Year 5	\$18,750.00

Total: **\$140,340.28**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

8/20/19

Date

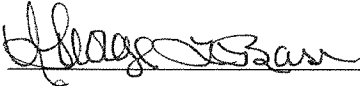
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190 E. Capitol Street, Suite 175
Jackson, MS 39201
www.metrixsolutions.com
1 (888) 974-5386



➤ Metrix - Payment Terms

- Year 1 – 5 – Full amount due upon mutually agreed upon anniversary date.
- This proposal includes the replacement of any failed, broken or malfunctioning component. It does not include the replacement of any component that is damaged or destroyed in a fire, explosion, vehicle accident or act of God type event.
- This proposal includes unlimited and unmetered access to technical support 24 hours a day 7 days per week.
- Once order has been submitted and processed by Metrix Solutions, a restocking fee may apply if customer decides to cancel the order. Please note that this document is a sales quotation and not an invoice. An invoice will be sent upon delivery of items and/or services ordered. Payment is due upon receipt of invoice. A 1% per month interest charge begins at 30 days.

Signature: 
Printed Name: George L. Bass
Title: Mayor
Date: 8/20/19

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190 E. Capitol Street, Suite 175
Jackson, MS 39201
www.metrixsolutions.com
1 (888) 974-5386



➤ Metrix - New Terms and Conditions

Terms and Conditions for BodyWorn

T-1. CONTRACT

This Sales Contract (hereinafter Agreement) is entered into by and among Metrix Solutions (hereinafter SELLER), Utility Associates Inc. (hereinafter MANUFACTURER) and Long Beach Police Department (hereinafter BUYER). The Terms and Conditions and order information set forth in this document or incorporated by reference and any modification made pursuant to it shall constitute the complete and exclusive written expression of the terms and conditions of the agreement between the parties, and supersedes all prior or contemporaneous proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this contract. The terms and conditions of this Agreement as set out herein may not in any way be explained or supplemented by a prior or existing course of dealings between the parties by any usage of trade or custom, or by any prior performance between the parties pursuant to this contract or otherwise and may not be modified in any way by any subsequent orders, proposals, acknowledgments, or other communications which relate to said order, unless specifically agreed in writing by BUYER, SELLER and MANUFACTURER. Neither SELLER nor MANUFACTURER is responsible for typographical errors made in any of its publications, or for stenographic or clerical errors made in preparation of quotations, acknowledgments, or specifications. All such errors are subject to correction. All prices are based on the quantity and delivery shown on the quotation or acknowledgment.

T-2. LIMITED WARRANTY

Products sold by SELLER pursuant to this Agreement have been manufactured by MANUFACTURER and accordingly are warranted by MANUFACTURER at time of shipment to be free from defects in material and workmanship under normal use and service. This warranty is only applicable to any of MANUFACTURER's products which BUYER returns to MANUFACTURER within one (1) year from the date of initial delivery, and which MANUFACTURER determines to be defective within the terms of this warranty. Products are warranted by MANUFACTURER at time of shipment to be free from defects in material and workmanship under normal use and service. MANUFACTURER'S obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at MANUFACTURER'S sole option. MANUFACTURER shall bear round-trip shipment costs of defective items found to be covered by this warranty. Defective Products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the MANUFACTURER'S property. This warranty does not extend to any MANUFACTURER product which has been subjected to misuse, neglect, accident, improper installation, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by MANUFACTURER, or which has been repaired or altered by BUYER or persons other than MANUFACTURER or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper signals, or products which have had their serial number or any part thereof altered, defaced, or removed. MANUFACTURER liability does not cover normal wear and tear or deterioration. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WRITTEN, EXPRESS, IMPLIED OR STATUTORY WARRANTIES. IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY AND DESIGN WARRANTIES ARE SPECIFICALLY EXCLUDED AND SHALL NOT APPLY.

T-3. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM LOSS OF PROFIT OR REVENUE, INSTALLATION OR REMOVAL COSTS OR COSTS OF SUBSTITUTE PRODUCTS. BUYER AGREES THAT ANY BASIS FOR IMPOSING ANY LIABILITY ON SELLER FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, OR LEGAL EXPENSES RELATING TO THE SALE OR USE OF SELLER'S PRODUCTS SHALL BE VOID AND UNENFORCEABLE TO THE EXTENT NOT PROHIBITED BY LAW. THE TOTAL LIABILITY OF SELLER ON ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING

Initials: GLB

Minutes of August 20, 2019 Mayor and Board of Aldermen

190 E Capitol Street, Suite 175
Jackson, MS 39201
www.metro-solutions.com
1 (888) 974-5386



OUT OF, CONNECTED WITH OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY PRODUCT WILL NOT EXCEED THE PRICE PAID FOR THE PRODUCT OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. BUYER AGREES TO HOLD SELLER HARMLESS FROM ALL LIABILITIES AND CLAIMS ARISING FROM USE OF SELLER'S PRODUCT.

T-4. DELIVERY

The shipment date set out herein is SELLER's best estimate of the time material will be shipped from MANUFACTURER, and neither SELLER nor MANUFACTURER assumes any liability for loss, damage, or consequential damages due to delays for any reason. In no way shall SELLER be bound to a firm shipment or delivery date, regardless of the wording in the BUYER's order, except if expressly agreed to in writing by SELLER.

T-5. SHIPMENTS

All shipments are F.O.B. MANUFACTURER's warehouse. SELLER assumes no liability for loss, delay, breakage, or damage after delivering packaged products in good order to the carrier. All risks of loss transfer to the BUYER upon delivery of the goods to the carrier at the F.O.B. point. All transportation and shipment costs are the sole liability of the BUYER.

T-6. ACCEPTANCE

Final acceptance or rejection of the goods to the contractual requirements shall be at MANUFACTURER's warehouse in accordance with MANUFACTURER's standard acceptance procedure within thirty (30) days after written notice to BUYER of acceptance test schedule. Title shall pass to the BUYER upon acceptance of each line item at MANUFACTURER's warehouse. Upon acceptance of each unit of goods, BUYER waives any right to revoke such acceptance for any reason, whether known or unknown to BUYER at the time of acceptance. BUYER's sole and exclusive remedy regarding any defect or nonconformance becoming apparent in the goods after such acceptance shall be as set out in Clause T-2 hereof entitled WARRANTY.

T-7. FORCE MAJEURE

In no event shall SELLER or MANUFACTURER be liable for any losses or damages (including incidental or consequential damages), delays or defaults occasioned by: (1) acts of God or of a public enemy, (2) acts of the United States or any state or political subdivision thereof, (3) fires, floods, explosions or other catastrophes, (4) epidemics and quarantine restrictions, (5) strikes, slowdowns or labor stoppages of any kind, (6) freight embargoes, (7) unusually severe weather (8) delays of a supplier, or (9) causes beyond the control of SELLER or MANUFACTURER.

T-8. TERMINATION

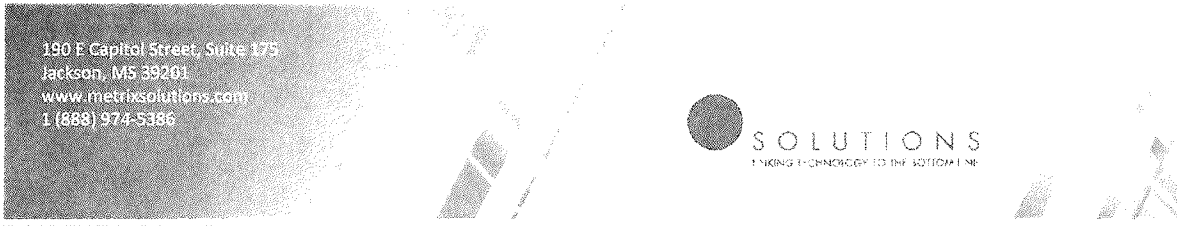
In the event of termination of all or any part of the order by BUYER or SELLER prior to completion of performance hereunder, SELLER shall be entitled to the amount owed as of the date of termination, which is calculated based on the total project value less the pro-rated amount to be refunded. The amount refunded is calculated as a percentage of time remaining on the original contract.

T-9. PATENTS, TRADEMARKS, AND COPYRIGHTS

None of the MANUFACTURER's patent, trademark, copyright, or trade secret rights is transferred to BUYER other than the right to use products manufactured by MANUFACTURER and supplied by Seller in the normal course of its business.

Initials: ALB
JSR

Minutes of August 20, 2019 Mayor and Board of Aldermen



T-10. BUYER'S DATA

BUYER agrees that all data furnished in conjunction with its order together with any information furnished orally shall be free from proprietary or confidentiality restriction except as otherwise agreed in writing by SELLER.

T-11. PRICE, QUANTITY AND TAXES

The prices and quantities set out herein represent the quantity information contained in BUYER's order to SELLER, and SELLER's agreed-to-price therefore, and shall be controlling. In case of dispute, both parties shall in good faith seek to reach agreement in accord with the original agreed-to-order. BUYER agrees to pay all applicable federal, state and local revenue, excise, sales, use or similar taxes. BUYER, at SELLER's discretion, shall provide SELLER with a suitable tax-exempt certificate acceptable to the taxing authorities.

T-12. CHANGES

Any changes by BUYER relating to the work to be performed, method of shipment or packing, schedule, or place of delivery must be made by written order to SELLER. If such changes cause an increase or decrease in the cost of performance or in the time required for performance, SELLER shall be entitled to an equitable adjustment and the contract shall be modified accordingly prior to implementation of the change.

T-13. TERMS OF PAYMENT

Payment is due thirty (30) days from the date of shipment, contingent upon credit approval, unless otherwise specified on the invoice. Each shipment shall be considered a separate and independent transaction and therefore payment shall be made accordingly without any setoff. If shipments are delayed by or at the request of BUYER, amounts outstanding and unpaid beyond the time specified in these terms may, at the sole discretion of the SELLER, accrue interest at 1.5% per month for the duration of the unpaid balance. Orders for custom or special products and/or services are irrevocable and may require advance payment. Failure of BUYER to make payments shall be grounds for SELLER to delay shipment, place the BUYER on Credit Hold or terminate the contract in whole or in part.

T-14. LETTER OF CREDIT

SELLER shall not be obligated to provide a letter of credit or other form of contract guarantee for payments received prior to final delivery.

T-15. ASSIGNMENT

Neither this contract nor any interest herein may be assigned by BUYER, either voluntarily or by operation of law without the prior written consent of SELLER. No consent shall be deemed to relieve BUYER of its obligations to fully comply with the requirements hereof. SELLER may, without BUYER's consent, assign any monies due or to become due hereunder.

T-16. JURISDICTION

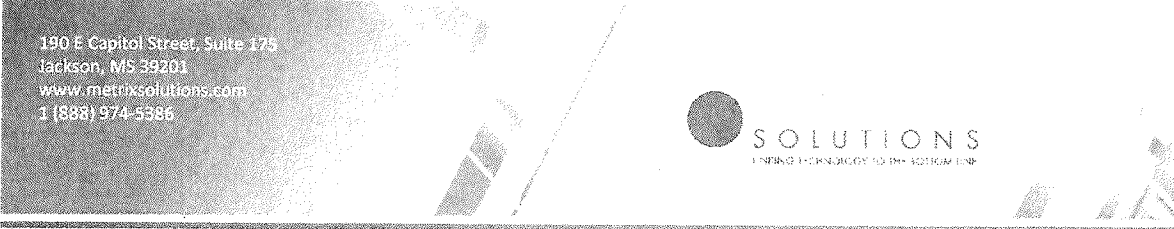
This contract shall be governed by and construed according to the Laws of the State of Georgia, and exclusive jurisdiction and venue shall lie in the courts of the State of Georgia.

T-17. MERCHANDISE AND CLAIM TERMS

Orders cancelled by BUYER will be subject to a cancellation charge not to exceed 20% of the value of the cancelled order, at SELLER's discretion.

Initials GLB [Signature]

Minutes of August 20, 2019 Mayor and Board of Aldermen



T-18. RETURNED GOODS

No merchandise will be accepted for return without written authorization. All returns must be unused, undamaged, in the original factory carton, and accompanied by a "Return Material Authorization" (RMA) number and a copy of the SELLER invoice. Restocking charges apply to returned goods depending upon the circumstances of return and condition of product. All returned goods must be shipped prepaid, insured, and properly packed and the RMA number must be referenced on all correspondence and must be visible on the exterior of the carton.

T-19. GENERAL

MANUFACTURER reserves the right to make changes in design, at any time, without incurring any obligations to provide same on units previously purchased or to continue to supply obsolete units or parts. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. The failure of either party to insist, in any one or more instances, upon the performance of any term or terms of this order shall not be construed as a waiver or relinquishment of that party's right to such performance or to future performance of such a term or terms, and the other party's obligation in respect hereto shall continue in full force and effect. SELLER specifically rejects and objects to BUYER issuance of any unilateral order not in full compliance and agreement with these SELLER Terms and Conditions of Sale, except if expressly agreed to in writing by SELLER.

Signature: *George L. Bass*
 Printed Name: George L. Bass
 Title: Mayor
 Date: 8/20/19

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following contract with Innovative Builders, Inc. for Pier Repairs, and authorize the Mayor to execute same:

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

THIS AGREEMENT is by and between City of Long Beach, MS P.O. Box 929 Long Beach, MS 39560
(Owner) and Innovative Builders, Inc. 323 E. North St. Suite F Pass Christian, MS 39571
(Contractor).

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

ARTICLE 1 – WORK

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

LONG BEACH SMALLCRAFT HARBOR HURRICANE NATE - PIER REPAIRS

ARTICLE 2 - THE PROJECT

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

BASE BID AND ALTERNATE BID 1

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by
Overstreet & Associates, PLLC.
161 Lameuse St., Suite 203
Biloxi, MS 39530

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

Minutes of August 20, 2019 Mayor and Board of Aldermen

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 60 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

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

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

_____ (\$ _____)
(words) (numerals)

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

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

Minutes of August 20, 2019 Mayor and Board of Aldermen

ARTICLE 7 - INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

00520-4

Minutes of August 20, 2019 Mayor and Board of Aldermen

2. Performance bond (pages 1 to 2, inclusive).
 3. Payment bond (pages 1 to 2, inclusive).
 4. Other bonds (pages _____ to _____, inclusive). N/A
 - a. Bid Bond (pages 1 to 2, inclusive).
 - b. _____ (pages _____ to _____, inclusive). N/A
 - c. _____ (pages _____ to _____, inclusive). N/A
 5. General Conditions (pages 1 to 53, inclusive).
 6. Supplementary Conditions (pages 1 to 9, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings consisting of 11 sheets with each sheet bearing the following general title: Long Beach Harbor Hurricane Nate Pier Repairs.
 9. Addenda (numbers 1 to 2, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive). N/A
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

Minutes of August 20, 2019 Mayor and Board of Aldermen

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

Minutes of August 20, 2019 Mayor and Board of Aldermen

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

This Agreement will be effective on _____, 2019 (which is the Effective Date of the Agreement).

OWNER:

George L. Bass

By: George L. Bass

Title: Mayor

[CORPORATE SEAL]

Attest: Stacey Dill

Title: City Clerk

Address for giving notices:

City of Long Beach

P.O. Box 929

Long Beach, MS 39560

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



CONTRACTOR:

Roger Caplinger

By: Roger Caplinger

Title: Owner

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

323 E. North St.

Pass Christian, MS 39571

License No.: 13482-MC
(Where applicable)

Agent for service or process: _____

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

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

Based on the following recommendation of City Engineer David Ball, Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to award the Harbor Dredging & Debris Removal project to J.E. Borries, Inc.:

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

**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

August 15, 2019

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

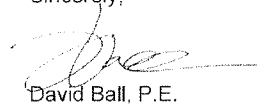
**RE: Dredging & Debris Removal (Rebid)
Long Beach Harbor – Hurricane Nate Repairs**

Ladies and Gentlemen:

We opened the referenced bids on August 13, 2019 at City Hall and have attached a Certified Tabulation of the bids. We received two bids for the work with the low bid offered by J.E. Borries, Inc., of Vancleave, MS. Although the low bid was higher than our original estimate for the work, the prices offered as part of this rebid were lower than the original rejected bid. In my opinion, our statewide bidding process will help justify the slightly higher-than-estimated prices to FEMA.

Based on the references and recent project list provided by the low bidder, we have little concern about their ability to successfully perform the work. Therefore, we recommend award for the work to the low bidder, J.E. Borries, Inc., in the amount of their total bid, \$129,500.

Sincerely,



David Ball, P.E.

DB:1041-Rebid
Attachment

Minutes of August 20, 2019
Mayor and Board of Aldermen

After discussion, Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to approve the following recommendation and Change Order for Overstreet & Associates.

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



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

August 15, 2019

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

RE: Asphalt Repairs/Overlays - Long Beach

Ladies and Gentlemen:

At the previous meeting and based upon our recommendation of the streets requiring conventional asphalt repairs (base repairs & overlays), the City requested that Joe Culpepper and I coordinate to determine the best way for the City to perform the asphalt repairs while still maintaining an appropriate level of QA/QC to ensure the City's best interests are served.

In order to make an evaluation of this type, I grouped the roads by their general proximity into 7 groups. These 7 groups were then sorted by the Road Surface Rating (RSR) and by their group. This created a grouping of roads which are similarly deteriorated, which are then sub-grouped by general location in the City which is a logical approach to how the roads would be paved. With these groupings determined, I estimate approximately 22 days of paving work will be required in order to complete paving work of approximately \$700,000. My revised sheet indicating groupings of roads is attached.

In my opinion, the best value of QA/QC with asphalt paving comes from having a Resident Project Representative (RPR) present during the majority of or all of the paving work. This assures that the City would have a representative on-site for verification of rate of application (the depth of asphalt placed) and for general compaction/rolling efforts. The administrative work to tabulate asphalt tickets, coordinate testing, and recommend payment upon completion is relatively minor. Based on this opinion, I recommend that the City utilize Overstreet & Associates (OA) to provide RPR (informally, Inspector) services to be present with the paving crews during their work, which I estimate at approximately \$16,000. Additionally, if desired, OA can provide any needed administrative work to provide a "turn key" project involving none of the City's resources, which I estimate at an additional \$5,000. Although I've reached out to QES, a local testing firm based in Long Beach, I haven't been able to get estimated prices for testing; however, I believe all necessary testing could be performed for less than \$2,500.

I have attached a copy of a proposed Amendment 2019-5 to our contract for engineering work, which adjusts the rates as necessary for OA to provide the RPR services described above. Other rates necessary for the above described administrative and coordination work are already covered by our contractual rates. In summary, we recommend the use of OA inspection services estimated at \$16,000, with OA administrative & coordination services as an option depending on the current workload of City personnel. We believe all these services, including testing, can be provided for less than \$23,500.

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

August 15, 2019

If you have any questions about the above information, please contact us.

Sincerely,



David Ball, P.E.

DB:539
Attachment

Minutes of August 20, 2019 Mayor and Board of Aldermen

CITY OF LONG BEACH
ASPHALT OVERLAYS/REPAIRS - PER SMPDD PLAN - GROUPED BY LOCAL AREA & RSR
8/15/2019

STREET NAME	GROUP	MODIFIED RSR	EST. TOTAL COST	CUMULATIVE TOTAL COST	GROUP 1	GROUP 2	GROUP 3	GROUP 4	GROUP 5	GROUP 6	GROUP 7
					COST	COST	COST	COST	COST	COST	
WATTS	1	2	\$ 12,215.50	\$ 12,215.50	\$ 12,215.50						
SARATOGA DR. (WARWICK > REEVES)	1	3	\$ 45,434.00	\$ 57,649.50	\$ 45,434.00						
WILL RD.	1	3	\$ 7,899.00	\$ 65,548.50	\$ 7,899.00						
BUCKINGHAM PL.	1	3	\$ 10,132.50	\$ 75,681.00	\$ 10,132.50						
JAMAICA ST.	1	3	\$ 41,548.50	\$ 117,229.50	\$ 41,548.50						
WINDSOR PL.	1	3	\$ 9,329.00	\$ 126,558.50	\$ 9,329.00						
HANOVER DR.	1	3	\$ 9,408.50	\$ 135,967.00	\$ 9,408.50						
ELLINGTON DR.	1	3	\$ 9,329.00	\$ 145,296.00	\$ 9,329.00						
REGENCY DR. (E. OF MCGUIRE)	1	3	\$ 5,006.50	\$ 150,302.50	\$ 5,006.50						
REINKE RD.	2	3	\$ 32,116.50	\$ 182,419.00		\$ 32,116.50					
CHURCH ST. (NORTHERN 200')	2	3	\$ 2,718.50	\$ 185,137.50		\$ 2,718.50					
JOYCE AVE. (RITA > JOAN)	2	3	\$ 48,219.00	\$ 233,356.50		\$ 48,219.00					
N. IDA LN.	3	3	\$ 32,268.50	\$ 265,625.00			\$ 32,268.50				
WILLOW LN. (E. 1/3)	4	3	\$ 13,055.00	\$ 278,680.00				\$ 13,055.00			
ALEXANDER AVE. (N. OF PINEVILLE RD.)	4	3	\$ 9,435.50	\$ 288,115.50				\$ 9,435.50			
WILLOW LN. (MID. 1/3)	4	3	\$ 7,245.00	\$ 295,360.50				\$ 7,245.00			
WOODLAWN PL.	6	3	\$ 11,090.50	\$ 306,451.00					\$ 11,090.50		
BAYOU DR.	6	3	\$ 20,041.00	\$ 326,492.00					\$ 20,041.00		
SHORE DR.	6	3	\$ 34,964.50	\$ 361,456.50					\$ 34,964.50		
SHADY DR. (S. OF WISTERIA)	6	3	\$ 19,264.00	\$ 380,720.50					\$ 19,264.00		
BETH CV. (OFF LEIGH ST.)	7	3	\$ 7,347.50	\$ 388,068.00						\$ 7,347.50	
NANCY CT. (OFF LEIGH ST.)	7	3	\$ 4,847.50	\$ 392,915.50						\$ 4,847.50	
RENNE CT. (OFF LEIGH ST.)	7	3	\$ 6,537.50	\$ 399,453.00						\$ 6,537.50	
DANA CR. (OFF LEIGH ST.)	7	3	\$ 13,708.00	\$ 413,161.00						\$ 13,708.00	
PATTON AVE.	1	4	\$ 19,624.50	\$ 432,785.50	\$ 19,624.50						
COX AVE.	2	4	\$ 17,995.00	\$ 450,780.50		\$ 17,995.00					
N. LANG (RAILROAD > OLD PASS)	2	4	\$ 20,372.50	\$ 471,153.00		\$ 20,372.50					
LAURA ST.	2	4	\$ 18,541.00	\$ 489,694.00							
CATHERINE ST.	2	4	\$ 21,820.00	\$ 511,514.00							
LAURA/N. ISLAND VIEW INTERSECTION	2	4	\$ 3,890.50	\$ 515,404.50							
CATHERINE/N. ISLAND VIEW INTERSECTION	2	4	\$ 3,890.50	\$ 519,295.00							
RITA LN.	2	4	\$ 29,670.50	\$ 548,965.50							
JOAN ST.	2	4	\$ 18,220.00	\$ 567,185.50		\$ 18,220.00					
GARDENDALE (OLD PASS. RD > RAILROAD)	3	4	\$ 17,754.00	\$ 584,939.50			\$ 17,754.00				
PARK ROW (REMAINDER UN-OVERLAYED)	3	4	\$ 31,276.50	\$ 616,216.00			\$ 31,276.50				
SEAL AVE. (MICHAEL CT. > PINEVILLE RD.)	4	4	\$ 23,321.50	\$ 639,537.50				\$ 23,321.50			
LISA CT.	5	4	\$ 6,359.00	\$ 645,896.50					\$ 6,359.00		
ST. AUGUSTINE AVE. (N. 1/2)	5	4	\$ 35,819.00	\$ 681,715.50					\$ 35,819.00		
VANCE PL.	5	4	\$ 29,661.50	\$ 711,377.00							
ST. AUGUSTINE DR.	5	4	\$ 24,784.00	\$ 736,161.00							
LEIGH ST.	7	4	\$ 80,070.50	\$ 816,231.50							
WRIGHT	3	5	\$ 69,521.00	\$ 885,752.50							
S. OLD PASS/MCCAUGHAY INTERSECTION	3	5	\$ 3,628.00	\$ 889,380.50							
OLD PASS/HARRIS INTERSECTION	3	6	\$ 3,758.00	\$ 893,138.50							
THE REPAIR COSTS ASSOCIATED WITH THESE ROADS EXCEED \$700,000 CUMULATIVE COST AND ARE THEREFORE EXCLUDED.											
TOTAL					\$ 169,927.00	\$ 217,454.00	\$ 81,299.00	\$ 53,057.00	\$ 42,178.00	\$ 85,360.00	\$ 32,440.50

AMENDMENT NUMBER 2019-5 TO MASTER AGREEMENT BETWEEN CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, PLLC.

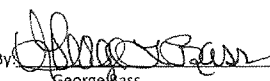
It is agreed to modify the standard rates for Professional Services for City Engineering Services in accordance with the provisions contained in the Master Agreement dated August 7, 2018:

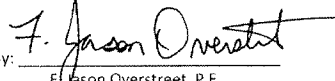
A. BASIS OF COMPENSATION

- Hourly fees as allowed in the Master Agreement will be modified in accordance with the hourly rates recited on the attached EXHIBIT "A".

OWNER:
CITY OF LONG BEACH, MISSISSIPPI

ENGINEER:
OVERSTREET & ASSOCIATES, PLLC.

By: 
George Bass
Mayor

By: 
F. Jason Overstreet, P.E.
President
MS PE #18601

Date Signed: 8/20/19

Date Signed: 8/15/2019

Minutes of August 20, 2019
Mayor and Board of Aldermen

EXHIBIT "A"

OVERSTREET & ASSOCIATES
STANDARD HOURLY RATES SCHEDULE
EFFECTIVE August 1, 2019

<u>Position</u>	<u>Billing Rate</u>
Principal	\$150.00
Senior Professional Engineer	\$145.00
Professional Engineer.....	\$130.00
Engineer Intern	\$95.00
CADD Technician III / Designer.....	\$90.00
CADD Technician II	\$80.00
CADD Technician I	\$70.00
Resident Project Representative III.....	\$80.00
Resident Project Representative II.....	\$70.00
Resident Project Representative I.....	\$60.00
Project Technician.....	\$65.00
Professional Land Surveyor	\$100.00
Sr. Survey Crew Chief	\$85.00
Survey Technician II	\$70.00
Survey Technician I	\$55.00
Survey Crew III	\$175.00
Survey Crew II	\$130.00
Survey Crew I	\$110.00

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 200 LaRosa Road, Long Beach, Mississippi. After a discussion of the subject, Alderman Parker offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF RE-CLEANING CERTAIN PROPERTY LOCATED AT 200 LAROSA ROAD, LONG BEACH, MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 200 LaRosa Road, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of July 17, 2018, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held August 7, 2018, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

2. That such hearing was conducted on August 7, 2018, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanliness as to be a menace to the public health and safety of the community;

4. That having adjudicated such property to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, notice of such adjudication was provided to the owner of same in accordance with the Resolution and as required by law, proof of which is attached hereto as Exhibit A, without action by the owner to resolve and remedy the condition of said property in the time allowed in accordance with Miss. Code Annotated Section 21-19-11, the City thereupon proceeded to cause same to be cleaned as allowed by law.

5. That subsequently, at its meeting on July 2, 2019, the municipal building and code enforcement officials did again present facts and information sufficient to determine and find that the property was again in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that, as allowed under statute, a cleaning of the property was again necessary if the property was not adequately cleaned by the owner thereof;

6. That notice of such intent to again enter upon the property and clean same as required to bring the property into a satisfactory state or condition was provided to the owner of same through posting of same as required by law without action by the landowner;

7. That subsequently the city caused the property to be re-cleaned, and it is now the intention of the City of Long Beach, in accordance with Miss. Code Annotated Section 21-19-11 to assess the costs of such cleanup against the property, to impose a lien against the said property as allowed by law, to cause such assessment to be a lien against the property and enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

8. That further, the City desires that tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 200 LaRosa Road, Long Beach, Mississippi, which parcel of land is identified by Harrison

Minutes of August 20, 2019 Mayor and Board of Aldermen

County Tax Parcel Number 0611N-02-012.000, and according to said tax records is owned by Susan Armstrong, having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

2. That further, the City hereby orders and directs the tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

3. The fine assessed and imposed hereby is in the TOTAL amount of \$2,726.56, \$1,226.56 being the cost of such clean up in accordance with the attached Exhibit A, together with a penalty of \$1,500.00, being not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean-up, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

Alderman Griffin seconded the motion to adopt the foregoing resolution and order, and the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Ronald Robertson	voted	Aye
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Bernie Parker	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 20th day of August, 2019.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

There came on for discussion derelict property at 124 S. Island View Avenue, assessed to John Micele. At the August 6, 2019 meeting, Mr. Micele was given two additional weeks to complete the cleaning of his property. After reviewing recent pictures taken of the property, Alderman Robertson made motion seconded by Alderman Lishen and unanimously carried to declare 124 S. Island View Avenue in compliance.

There came on for discussion derelict property at 125 Harris Avenue, assessed to Susan Mullican. At the August 6, 2019 meeting, Ms. Mullican was given two additional weeks to complete the cleaning of her property. After receiving an update from Ms. Mullican, Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to table a decision on this property until the September 3, 2019 meeting allowing the Board to get further feedback from the Zoning Officer.

There came on for discussion derelict property at 247 Reinike Road, assessed to James Elrod. After extensive discussion and upon the legal advice of City Attorney Jim Simpson, Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to direct Public Works to demolish the house and remove junk cars to abate public nuisance.

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to order the previously adjudicated property at 0 Park Row Ln and assessed to Merkord & Associates, Inc. to be recleaned.

There came on for discussion derelict properties at 333 E 5th Street – Assessed to John Sneed, and at 110 Shelter Rock Drive – Assessed to Terry Tolar & Janet Eilermann, whereupon Alderman McCaffrey made motion seconded by Alderman Griffin and unanimously carried to schedule a public hearing, Tuesday, September 17, 2019, at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not these properties situated in the City of Long Beach are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

Alderman Lishen left the meeting.

**Minutes of August 20, 2019
Mayor and Board of Aldermen**

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

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

* * *

The meeting resumed in Open Session, whereupon no action was required or taken.

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

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Ronald Robertson, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kelly Griffin, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Patricia Bennett, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk

