

Minutes of October 7, 2025
Mayor and Board of Aldermen

MUNICIPAL DOCKET
REGULAR MEETING OF October 7, 2025
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
 - III. ROLL CALL AND ESTABLISH QUORUM
 - IV. PUBLIC HEARINGS
 - 1. Ordinance #678
 - V. PUBLIC COMMENTS
 - VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
 - 1. Proclamation - Long Beach School District
 - 2. Recognition - Sister Swank Boutique
 - VII. AMENDMENTS TO THE MUNICIPAL DOCKET
 - VIII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. September 16, 2025 - Regular
 - b. September 23, 2025 - Recessed
 - 2. PLANNING COMMISSION
 - a. September 25, 2025 - Regular
 - IX. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 100725
 - X. UNFINISHED BUSINESS
 - XI. NEW BUSINESS
 - 1. Resignation - Long Beach Tree Board; Blane Sutton
 - 2. Appointment - Long Beach Library Board; Alderman McCaffrey
 - 3. Discussion - Storage Containers; Alderman McCaffrey
 - 4. Discussion - Surplus Land; Alderman McCaffrey
 - 5. Appointment - Economic Dev. Committee; Alderman McGuey
 - 6. Interlocal Governmental Cooperation; Tax Assessments & Collection
 - 7. Request - Installation of Disc Golf Course; Michael Smith
 - 8. Cybersecurity Grant Program
 - 9. Long Beach Harbor Resort Lease; Jim Parrish
 - 10. Resolution - GCRF Harbor Improvements (2)
 - 11. Contract - AnderCorp, LLC; Pre-Dister Program Management Service
 - 12. Bid Award - General Engineering Services
 - 13. Special Event - LBSD; #1 School District Parade
 - 14. Special Event - Coast Cares Foundation; Veteran's Day Parade
 - 15. Request to use Senior Center; John Miller; Suicide Prevention Group
 - XII. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - a. Gateway Paving
 - 2. PERSONNEL
 - a. Fire Department - Step Increase (7); Education Pay (1)
 - b. City Clerk's Office - Step Increase (1)
 - c. Building Office - Step Increase (1)
 - d. Utility Billing - Step Increase (1)
 - e. Harbor - Step Increase (1)
 - 3. CITY CLERK
 - a. Municipal Compliance Questionnaire
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - a. Grant Writer Pay Scale
 - b. Status of Vape Ordinance
 - 6. ENGINEERING
 - a. MCWI/ARPA Funding - Corrective Action Letter
 - b. Award Harbor Hurricane Zeta Repairs; J E Borries
 - c. Contract Amendments - Critical Drainage Projects
 - d. St. Augustine Drainage Improvements & Easement
 - e. Magnolia Run Revised Plans for Drainage
 - 7. PUBLIC WORKS
 - a. Award Annual Bids
 - 8. RECREATION
 - a. Proposed Service Contract for AC; ENFRA
 - b. Maintenance Agreement; AC; ENFRA
 - 9. BUILDING OFFICE
 - a. Status Commercial Requirement Ordinance
 - 11. HARBOR
 - a. Quote - AC Replacement; RWS Heating and Cooling
 - 12. COMMUNITY AFFAIRS
 - 13. DERELICT PROPERTIES
 - XIII. REPORT FROM CITY ATTORNEY
 - XIV. ADJOURN (OR) RECESS

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Be it remembered that one public hearing 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 first Tuesday in October, 2025, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor Timothy I. Pierce, Aldermen Donald Frazer, Jesse Allen, Joseph "Joey" Giuffria, Timothy McCaffrey, Jr., Greg Bonds, Pete L. McGoey, City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

Absent: Alderman Patrick Bennett

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

The public hearing was called to order to consider changes to Ordinance #678. Alderman Frazer made motion seconded by Alderman Bonds and unanimously carried to open the public hearing.

* *

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

* *

After some discussion, Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to close the public hearing.

* *

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to adopt to Ordinance #678 as follows:

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ORDINANCE NO. 678

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ORDINANCE NO. 230, ENTITLED, "AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, CREATING A COMBINED WATERWORKS AND SEWER DEPARTMENT FOR SAID CITY, ESTABLISHING GENERAL RULES AND REGULATIONS FOR THE OPERATION AND MAINTENANCE OF SAID DEPARTMENT, FIXING RATES AND CHARGES FOR SERVICES PROVIDED BY SAID DEPARTMENT, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ANY PROVISION OF THIS ORDINANCE" AS AMENDED, AND ESTABLISHING PAYMENT OF SERVICES IS THE RESPONSIBILITY OF OWNER OF DWELLING, STRUCTURE, AND/OR PROPERTY

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi, (the "Municipality") having made due investigation therefore, do now find, determined, adjudicate and declare that Section 37 of Ordinance No. 521 of the City of Long Beach, as amended, which section provides for deposits to be made for water/sewer service and connection fees, Furthermore, payment and establishment of service for water and sewer services are the responsibility of the owner of the dwelling, structure, and property.

Now therefore,

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

SECTION 1. Section 37 of Ordinance No. 521 of the City of Long Beach, Mississippi, titled, "AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, CREATING A COMBINED WATERWORKS AND SEWER DEPARTMENT FOR SAID CITY, ESTABLISHING GENERAL RULES AND REGULATIONS FOR THE OPERATION AND MAINTENANCE OF SAID DEPARTMENT, FIXING RATES AND CHARGES FOR SERVICES PROVIDED BY SAID DEPARTMENT, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ANY PROVISION OF THIS ORDINANCE" as heretofore amended, be and it is hereby amended to read as follows:

SECTION 37. DEPOSIT TO ASSURE PAYMENT.

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(a) The following deposits shall be required, except as set forth in part (c), hereafter, of users and consumers of water services or sewer services, or both water and sewer services:

	<u>CLASS</u>	<u>AMOUNT</u>
(1)	Residential	\$180.00
(2)	Small Commercial (Unmetered)	\$200.00
(3)	Small Commercial (Metered)	\$200.00
(4)	Large Commercial	\$360.00
(5)	Connection fee	\$ 40.00

(b) A certificate of deposit will be issued to the consumer for any deposit made under this section. Such deposit may be applied to the payment of any delinquent accounts upon the termination of any service. If all bills have been paid in full to the date of the termination of service, the deposit shall be refunded, and likewise, any excess of any delinquent bills may be refunded. In connection with delinquent bills, the superintendent shall not be required to apply the deposit to the delinquent account.

(c) Deposits on re-connection of service after interruption or disconnection caused by catastrophic event. In the event that the following conditions are met, to-wit:

1. Prior to interruption or disconnection of water and/or sewer service, a water and sewer deposit has been timely paid to the City by a user or consumer of such services in the amount required at the time of such deposit; and
2. Such utility deposit so paid remains in the possession of the City; and

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3. The water and/or sewer service of such user/consumer is, after the making of such water and sewer deposit, interrupted or disconnected due to a catastrophic event, including fire, hurricane, Act of God or other extraordinary event outside the control of such user and/or consumer; and
4. At the time of such interruption or disconnection of such utility service, such user/consumer's account for City utility services is not delinquent
- such user and/or consumer shall not be required to post any water and sewer deposit with the City in addition to the amount previously posted by such user and/or consumer and held by the City, and such user and/or consumer shall be deemed to have complied with the conditions of part (a), hereinabove."

SECTION 2. SERVICE CONTRACTS. The city shall contract with and furnish water and sewer service only to the owner of the premises ie dwelling, structure, property; and the charges shall be the obligation of the owner of the dwelling, structure, and/or property.

SECTION 3. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Ordinance, or the application thereof, be held by any court of competent jurisdiction to be invalid or unconstitutional, such holding shall not affect the remaining portions of this Ordinance.

SECTION 4. EFFECTIVE DATE

It being necessary and in the best interests of the public health, safety and welfare, and to provide due process to the recipients of water and sewer services provided by the City, and the immediate preservation of public health, safety and welfare requiring it, this Ordinance shall take effect and be in force from and after its adoption; but notice shall nevertheless be given as provided by law, and this Ordinance shall be enrolled in the Ordinance Book of the City as by law provided

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The above and foregoing Ordinance No. 678 was introduced in writing by Alderman Frazer who moved its adoption. Alderman McCaffrey seconded the motion to adopt said Ordinance 678, 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 Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Absent- not voting
Alderman Jesse Allen	voted	Aye
Alderman Joseph "Joey" Giuffria	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Greg Bonds	voted	Aye
Alderman Pete L. McGoey	voted	Aye

The question having received the affirmative vote of a majority the Alderman present and voting, the Mayor declared the motion carried in the said Ordinance adopted and approved this the 7th day of October, 2025.

APPROVED:

TIMOTHY I. PIERCE, MAYOR

ATTEST:

EMMA WARD, CITY CLERK

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CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

I, the undersigned, Emma Ward City Clerk within and for the City of Long Beach, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of that certain Ordinance #678 of the City of Long Beach, Mississippi, adopted by the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 7th day of October, 2025, as the same appears of record in Ordinance Book #10, pages ____ inclusive, in my office at the City Hall in said City.

Given under my hand and the official seal of my office this the day of October 7th, 2025.



Emma Ward, City Clerk



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 first Tuesday in October,

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2025, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor Timothy I. Pierce, Aldermen Donald Frazer, Jesse Allen, Joseph “Joey” Giuffria, Timothy McCaffrey, Jr., Greg Bonds, Pete L. McGoey, City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

Absent: Alderman Patrick Bennett

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

It was the consensus of the Mayor and Board of Aldermen to table the Proclamation for Long Beach School District until next meeting on Tuesday, October 21st, 2025, at 5:00 pm in the Long Beach City Hall Meeting Room.

Mayor Pierce recognized Sister Swank Boutique for 10 years of business in Long Beach.

Alderman Giuffria made motion seconded by Alderman McCaffrey and unanimously carried to approve the Regular Minutes of the Mayor and Board of Aldermen dated September 16, 2025, as submitted.

Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to approve the Recessed Minutes of the Mayor and Board of Aldermen dated September 23, 2025, as submitted.

Alderman Frazer made motion seconded by Alderman Bonds and unanimously carried to approve the Work Session Minutes of the Mayor and Board of Aldermen dated September 30, 2025, as submitted.

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Alderman McCaffrey made motion seconded by Alderman McGoey and unanimously carried to approve the Regular Minutes of the Planning & Development Commission dated September 25, 2025, as submitted.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve payment of invoices listed on Docket of Claims number 100725, as submitted to include payment of \$600 to The Network Band for Cruisin the Coast entertainment.

It was the consensus of the Mayor and Board of Aldermen to table the resignation letter submitted by Long Beach Tree Board Blane Sutton until next meeting on Tuesday, October 21st, 2025, at 5:00 pm in the Long Beach City Hall Meeting Room.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to appoint Sue Hatem to the Long Beach Public Library Board for a term of 5 years ending October 2025.

It came on for discussion storage containers within the City whereupon Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to remand this item the Planning and Development Commission to review and submit recommendations to current ordinance.

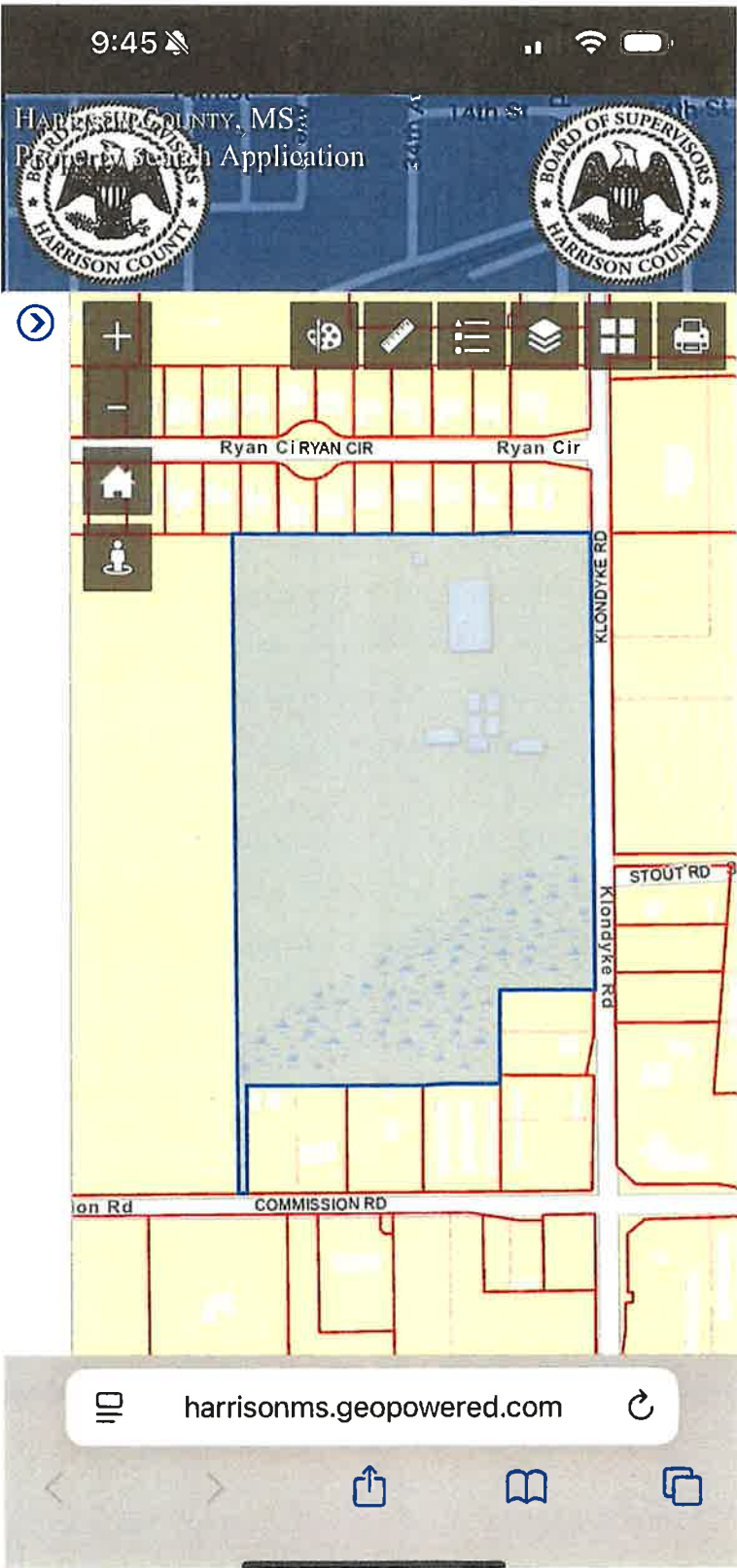
It came on for discussion surplus land as described in the exhibit below, whereupon Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to direct City Attorney Steve Simpson, to draft a resolution to deem the land south of Fire Station One as surplus land.

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Surplus
land

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Alderman McGoey made motion seconded by Alderman Frazer and unanimously carried to appoint Jeremy Stalling to the Economic Development Committee.

Alderman Frazer made motion seconded by Alderman Bonds and unanimously carried to approve the following Interlocal Governmental Cooperation with Harrison County Tax Assessments and Collection, and authorize the Mayor to execute same:

M.B. 110
10.07.25 Reg/Public Hearing

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STATE OF MISSISSIPPI
COUNTY OF HARRISON

INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
BY AND BETWEEN HARRISON COUNTY, MISSISSIPPI AND
THE CITY OF LONG BEACH, MISSISSIPPI FOR
TAX ASSESSMENTS AND COLLECTIONS FOR THE YEAR 2025-2028

WHEREAS, the citizens of Harrison County, Mississippi, including its municipalities, have from time to time, expressed a desire to share and/or combine governmental operations to ensure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of Harrison County; and

WHEREAS, the City of Long Beach, Mississippi, under the authority of Miss. Code Ann. §21-33-1 *et seq.* (1972), as amended, and Harrison County, Mississippi, under the authority of Miss. Code Ann. § 27-1-1 *et seq.* (1972), as amended, previously entered into Interlocal Governmental Cooperation Agreements whereby the Harrison County Tax Assessor would perform tax assessments for the City; the Harrison County Tax Collector would perform tax collections for the City; and the Harrison County Chancery Clerk would conduct redemptions of city taxes, if necessary, for the City at minimum costs to the taxpayers of the City; and

WHEREAS, the City of Long Beach, through its Governing Authority, and Harrison County, Mississippi, through its Board of Supervisors, desire to enter into a new Interlocal Governmental Cooperation Agreement to continue said tax assessments and tax collections, etc., as provided by Miss. Code Ann. § 17-13-1 *et seq.* (1972), as amended; and

WHEREAS, the City of Long Beach, by its Mayor and Board of Aldermen , (its “Governing Authority”), and the Board of Supervisors of Harrison County, Mississippi, desire to continue to work together toward sharing and/or combining governmental activities in the City of Long Beach in a cost effective manner, which will result in substantial savings to the taxpayers of the City of Long Beach and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, there will be no separate legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Harrison County, Mississippi, and the City of Long Beach, Mississippi, shall each cooperate

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together within and under the terms of this Agreement to achieve maximum efficiency in tax assessments and collections at minimum cost to the taxpayers of Harrison County and the City of Long Beach.

NOW, THEREFORE, BE IT RESOLVED by and between the City of Long Beach, Mississippi, by and through its Mayor and Board of Aldermen, (the "City"), and Harrison County, Mississippi, by and through its Board of Supervisors, (the "County"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by Miss. Code Ann. § 17-13-1 *et seq.* (1972), as amended, and as follows, to-wit:

SECTION I. The duly elected Tax Collector of Harrison County shall assume the responsibility for the collection of all City and Long Beach School District, (the "School District"), ad valorem taxes on real, personal and public service properties within the City. The Tax Collector will collect County, City and School District taxes at the same time and on the same receipt. Tax receipts and tax statements will show City, County and School taxes separately.

SECTION II. This Agreement will not supersede or replace any previous agreements between the City and County relating to the collection of taxes and the terms thereof.

SECTION III. The City agrees to allow the County Tax Collector to retain a fee of Three Dollars (\$3.00) for each receipt collected or sold at tax sale for services provided by the Harrison County Tax Collector and Harrison County Tax Assessor. The fee will be deducted from each monthly settlement of funds to the City. Fees collected by the County Tax Collector will be credited to the County's General County Fund. The Chancery Clerk will retain the cost of redemption of City Taxes.

SECTION IV. Ad valorem taxes on real and personal property shall be collected as soon as reasonably practical after October 1 of each year to ensure that operating funds are available prior to the tax delinquency date of February 1 of the subsequent calendar year. Any partial payment which the Tax Collector accepts will be divided proportionately between the parties.

SECTION V. All sums collected shall be delivered to the City on or before the 20th of the month following that in which said funds are collected. The Tax Collector will take necessary action to fully secure the investment of any City funds in his possession.

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SECTION VI. The County Tax Collector shall collect all homestead exemptions, chargebacks, damages and interest authorized by law on City and School District taxes which shall be distributed within the same time limitations and in the same manner as described in the previous section.

SECTION VII. The County Tax Collector will conduct land tax sales for the City at the same time and place as land tax sales for the County are now held and the City will receive all interest, damages and other fees from such sales that the City may be entitled to in accordance with law. The City will be furnished a list of all land sold for taxes on its behalf or struck off to the City within thirty (30) days after said sale.

SECTION VIII. The Harrison County Chancery Clerk will be responsible for receiving and receipting tax redemption payments, notifying owners of the time for expiration of redemption and issuing deeds for such tax sales. The Chancery Clerk shall be reimbursed Ten Dollars (\$10.00) per parcel for the cost of researching land records for notifying owners and lienors of maturity dates. Said Ten Dollars (\$10.00) will be paid by the City wherein the property is located.

SECTION IX. The duly elected Tax Assessor of Harrison County shall provide assessment and assessment related services to the City on all property within the City. For additional compensation as may be agreed between the Tax Assessor and the Harrison County Board of Supervisors, the Tax Assessor may also provide said assessment and assessment related services to the School District. Assessment service shall include, but are not necessarily limited to, the following:

A. The County Tax Assessor shall provide to the City the assessment for taxation purposes of all property within the City and the School District as of the annual tax lien data regarding each class of property.

B. The County Tax Assessor shall keep records concerning City tax exemptions on industries, both real and personal.

C. The County Tax Assessor shall provide assessment figures to the City for all non-profit electric utilities located within the City or the School District.

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D. The County Tax Assessor shall assist the City with figures and formulas necessary to calculate mill rates.

E. The County Tax Assessor shall take all City homestead applications.

F. The County Tax Assessor shall maintain maps on property within the corporate limits and the City School District as well as assign tax district numbers to each parcel for taxation purposes.

G. The County Tax Assessor shall provide access to updated tax maps on an annual basis. Copying costs for maps shall be billed by the Tax Assessor directly to the City for payment to the County. The City shall be responsible for all computer software and equipment required to be compatible for discs and tapes furnished by the County Tax Assessor's Office.

H. The County Tax Assessor shall make available to the City facts and figures concerning annexation values as well as make all necessary map changes including the assignment of new taxing district numbers. The County Tax Assessor will provide facts and figures to assist the City in any redistricting plan.

I. The County Tax Assessor shall make available to the City all information helpful to the City in regard to existing and future City bond issues, tax increment financing and any other types of debt financing.

J. The County Tax Assessor shall provide at the earliest available date estimated property values for the City and School District in order to assist with budget preparation and other planning purposes.

K. The County Tax Assessor shall cooperate with the City in making any information available which will assist the City in all aspects of planning subject to the limitations of the computer capabilities, programs and other information available to the Tax Assessor.

SECTION X. The Chancery Clerk, the County Tax Assessor and the County Tax Collector shall provide assessment, assessment related services and tax redemption services to the City on all property within the City. For additional compensation as maybe agreed upon by and between the Chancery Clerk,

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the County Tax Assessor, the County Tax Collector and the Board of Supervisors, assessment, assessment related services and tax redemption services may be provided to properties within the School District.

SECTION XI. On or before December 1 of each calendar year, the County will furnish the City with actual values and anticipated tax collection revenues on all real and personal property within the City and School District.

SECTION XII. The County Tax Collector will make refunds of all taxes erroneously collected by his office and will make prompt adjustments to the monthly distribution reports accordingly. The City agrees to allow the County Tax Collector credit for the list of delinquent or insolvent taxpayers properly presented to it in the same manner as prescribed by Miss. Code Ann. § 27-49-1 *et seq.* (1972), as amended.

SECTION XIII. The County will furnish the City with a supplemental homestead exemption roll containing homestead tax loss values on both regular and senior homestead properties for the City and School District so that homestead reimbursement can be applied for with the State. The County will supply this information on or before December 15 of each calendar year.

SECTION XIV. Any real and personal property acquired under the auspices of this Agreement shall be distributed to the party assuming the cost of such acquisition upon termination of this Agreement.

SECTION XV. The City or its authorized representative shall have the right to audit the County Tax Collector's records at any time as they may relate to this Agreement in any way.

SECTION XVI. The County agrees to provide the following reports:

A. Real Estate and Personal Property Rolls showing assessed values of all real estate and personal property inside the City in order to add property exempted by Harrison County and not exempted by the City, and to calculate expected revenue to be generated for the current year. These may be provided on computer tape.

B. A copy of the Regular Homestead Exemption Roll (inside the City and the School District) and a cop of the Senior and Disabled Citizen Additional Homestead Exemption Roll (inside the City and the School District).

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C. A monthly listing of all collections by map number on real estate and receipt number on personal property, including, if applicable, interest collected.

D. A monthly report of all collections of real estate and personal property showing the total assessed value, total regular homestead value, total senior citizen homestead value, total taxes collected, and total interest collected.

E. A copy of the tax sales of all properties inside the City on real estate ad valorem taxes.

F. A yearly report on both real estate and personal property should be furnished shortly after September 30 of each fiscal year. Said report shall show: (1) assessed values; (2) homestead values (regular, senior and disabled citizens reflected separately); (3) taxes and interest (reflected separately); and (4) totals (accumulative by map on real estate and by letter of the alphabet on personal property).

G. A detailed listing of all unsold real estate and unpaid personal property should be furnished with accumulative totals printed by map on real estate and letter of the alphabet on personal property.

SECTION XVII. The City and the County direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval as provided by law. In the event of disapproval by the Attorney General of any section of the services listed herein, the authorities of the City and of the County will be required to adopt a newly drafted Agreement before said Agreement shall become effective.

The Clerk of the City and the Clerk of the Board of Supervisors shall spread this Agreement upon the minutes of the respective Governing Authority and shall, upon receipt of the approval or disapproval of the Attorney General, spread said approval or disapproval upon the minutes noting in the minute book where the Attorney General's approval or disapproval may be found. Said Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi and recorded in the offices of the Mississippi Secretary of State's Office and the Harrison County Chancery Clerk.

SECTION XVIII. This Agreement shall become effective upon approval by the Attorney General for the State of Mississippi and filing with the Mississippi Secretary of State and the Chancery Clerk of Harrison County and shall terminate on April 15, 2028. It is anticipated that this Agreement may

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extend beyond the existing term of the Governing Authority for the City. It is understood and agreed by the parties that upon installation of a new Governing Authority, the City shall either accept or reject continuation of this Interlocal Governmental Cooperation Agreement by Resolution duly spread upon its minutes. This Agreement may be terminated by the mutual agreement of the parties upon thirty (30) days written notice to the Mayor of the City and the President of the Board of Supervisors. This Agreement may be renewed by the City and the County by Resolution of each entity spread upon their respective minutes. It is also agreed and understood that the City and the County shall notify each other, no later than thirty (30) days prior to the 1st day of January 2028, that they intend to renew or reject the Agreement for another period of time to be agreed upon but not longer than each governing Board's term of office.

SECTION XIX. Amendment to this Agreement shall take place only by mutual written consent of the parties pursuant to Miss. Code Ann. § 17-13-9(e) (1972), as amended, and with Resolutions passed by each Governing Authority.

SECTION XI. The City and County recognize that the services provided herein to be rendered and engaged in jointly between the City and County require the approval and cooperation of the Harrison County Tax Collector, Harrison County Chancery Clerk and Harrison County Tax Assessor, and that they have been fully advised and have cooperated in the formulation of this Agreement and join herein as signature parties.

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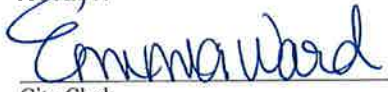
IN WITNESS WHEREOF, I as Mayor of the City of Long Beach, the officer duly authorized in the premises by Resolution of the Board of Aldermen of the City of Long Beach attached hereto, do hereby set and subscribe my signature on behalf of the City of Long Beach to the foregoing Interlocal Governmental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

WITNESS MY SIGNATURE, this the 7 day of October, 2025.

CITY OF LONG BEACH, MISSISSIPPI


Tim Pierce, Mayor
City of Long Beach, Mississippi

ATTEST:


City Clerk

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

Steve Simpson, Esq.
Attorney for the City of Long Beach, Mississippi

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IN WITNESS WHEREOF, I, as President of the Board of Supervisors of Harrison County, Mississippi, being the duly authorized officer, do hereby set and subscribe my signature to the above and foregoing Interlocal Governmental Cooperation Agreement, fully ascribing to the terms thereof for and on behalf of Harrison County, Mississippi, the same having been adopted in a duly constituted session.

WITNESS MY SIGNATURE, this the 22nd day of Sept, 2025.

HARRISON COUNTY, MISSISSIPPI


Nathan Barrett, President
Harrison County Board of Supervisors

ATTEST:

Angela Thrash, Clerk of the Board

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


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

It came on for discussion a request for installation of a disc golf course by Michael Smith. Alderman McGoey made motion seconded by Alderman Frazer and unanimously carried to table for City Engineer David Ball to review proposed area that may be wetlands.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following grant and award for Cybersecurity Grant Program, and authorize the Mayor to execute same:

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STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY
STATE AND LOCAL CYBERSECURITY GRANT PROGRAM
SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: Long Beach, City of

Project Title: State and Local Cyber Security Grant Program-Grant Awards

Grant Period: 9/1/2025-11/30/2027

Date of Award: 9/1/2025

Total Amount of Award: \$96,040.00

Grant Number: 23CS235B

In accordance with the provisions of Federal Fiscal Year 2023 FEMA State and Local Cybersecurity Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.137 and MOHS federal grant number is EMW-2023-CY-00002-SO1. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by October 15, 2025. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, State and Local Cybersecurity Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

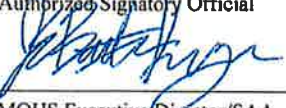
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Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT



Signature of Authorized Signatory Official

 911125

Signature of MOHS Executive Director/SAA

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**MISSISSIPPI OFFICE OF
HOMELAND SECURITY**



**STATE AND LOCAL CYBERSECURITY
GRANT PROGRAM
GRANT AGREEMENT AND
AWARD PACKET**

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MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT					
Sub-Recipient's Name: Long Beach, City of Mailing Address: 201 Jeff Davis Avenue Long Beach, MS 39560 Telephone Number: (228) 863-1556 Email Address: Courtney.cuevas@oflongbeachms.com		Effective Date of Grant: September 1, 2025			
		Sub-Recipient Grant Number: 23CS235B			
		Grant Identifier (Funding Source & Year): EMW-2023-CY-00002-S01			
		Period of Performance: Start and End Dates: December 1, 2023-November 30, 2027			
		Subgrant Payment Method: ☒ Cost Reimbursement Method			
CFDA # - 97.137- State and Local Cybersecurity Grant Program	UEI #: V3P3M7MCNMX8		Congressional District: 4th		
FAIN #: 646000779	Initial Federal Award Date: December 1, 2023		Federal Awarding Agency: Homeland Security (800)368-6498		
Research and Development Grant: Yes ☐ No ☒	Indirect Cost Rate Charged: \$0.00				
The following grant funds are obligated:					
Cost Summary		Source of Funds		Match	Ratio %
Contractual Services	\$8,070.00	Federal	\$96,040.00	\$0.00	100%
Equipment	\$87,970.00	State	\$0.00	\$0.00	0%
Training	\$0.00	Local	\$0.00	\$0.00	0%
Other	\$0.00	Other	\$0.00	\$0.00	0%
Total	\$96,040.00	Total:	\$96,040.00	\$0.00	100%
Total of All Federal Grants Through MOHS to Agency:					
Number of Grants:	FY20	FY21	FY22		
	0	0	0		
Total Award Funding of Grants:	\$0.00	\$0.00	\$0.00		
The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances, and all required documentation. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.					
Approval from Grantee:		Approval from Sub-Recipient:			
 Signature _____ Date 9/11/25		 Signature _____ Date _____			
Name: Baxter Kruger Title: MOHS Executive Director/SAA		Name: Timothy I. Pierce Title: Authorized Signatory Official			

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STATE AND LOCAL CYBERSECURITY GRANT PROGRAM PROJECT DESCRIPTION

The purpose of the State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community.

STATE AND LOCAL CYBERSECURITY GRANT PROGRAM GOALS AND OBJECTIVES

GOAL: Demonstrate how the projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustain existing capabilities per the CISA-approved Investment Justification

OBJECTIVES:

Objective 1: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.

Objective 2: Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.

Objective 3: Implement security protections commensurate with risk.

Objective 4: Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

PROGRAM MILESTONE SCHEDULE

1st Quarter (September, October & November)

- Attend a required Grant Implementation Meeting.
 - In Person Meeting: Submit Grant Implementation Acknowledgement form at the MOHS Implementation Meeting.
 - Virtual Meeting: Submit Grant Implementation Acknowledgement to mohsgrants@dps.ms.gov, by **October 1, 2025**.
- Submit the following required documentation for the Grant Award. Forms should be executed by the Signatory Authorized Official. A copy of the following forms must be maintained in the Agency file and will be reviewed during grant monitoring. A submission deadline has been set for **October 15, 2025**, for the following forms.
 - Grant Award Letter, Agreement and Appendix documents.
 - Environmental Historic Preservation (EHP) Form, if required.
 - NIMS Certifications (100, 200, 700 and 800), if not submitted
 - Latest Audit, if not submitted.
 - Memorandum of Understanding for License Plate Reader, if required.
 - State and Local Cybersecurity Grant Program Memorandum of Understanding and Consent Form.
 - Nationwide Cybersecurity Review (NCSR) Assessment (Open from October 1-February 28th)
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS **December 15th**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.

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PROGRAM MILESTONE SCHEDULE

- 2nd QUARTER (DECEMBER, JANUARY & FEBRUARY)**
- Submit 2nd Quarter Report to MOHS. Due **March 15**.
 - Receive approved equipment and/or grant funded items.
 - Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
 - Prepare Reimbursement paperwork if equipment is received.
 - Begin preparation of **3rd Quarter Report. (March 1- May 31)**. Due to MOHS **June 15**.
 - Assess and review program's threats, hazards, core capabilities and needs.
 - Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.
- 3RD QUARTER (March, APRIL & MAY)**
- Submit 3rd Quarter Report to MOHS. Due **June 15**.
 - Receive approved equipment or grant funded items.
 - Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
 - Prepare Reimbursement paperwork if equipment is received.
 - Begin preparation of **4th Quarter Report. (June 1-Aug 31)**. Due to MOHS **Sept 15**.
 - Assess and review program's threats, hazards, core capabilities and needs.
 - Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.
- 4th QUARTER (June, July, and August)**
- Submit 4th Quarter Report to MOHS. Due **September 15**.
 - Receive approved equipment or grant funded items.
 - Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
 - Prepare Reimbursement paperwork if equipment is received.
 - Begin preparation of **1st Supplemental Report. (Sept 1-Nov 30)**. Due to MOHS **December 15**.
 - Assess and review program's threats, hazards, core capabilities and needs.
 - Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.
- CLOSEOUT (September 1-October 1)**
- Submit 4th Quarter Report. (June 1-August 31). Due to MOHS **September 15th**.
 - Prepare Closeout Form and supporting documentation to MOHS. Due **October 15th**.
 - Assess and review program's threats, hazards, core capabilities and needs.

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State and Local Cybersecurity Grant Program (SLCGP) Budget Detail						
Agency Name:		Long Beach, City of				
Grant Funding Year:		23SLCGP				
Grant Number:		23CS235B				
Cybersecurity Contractual Services Approved:						
Description of Contractual Service:		Contractual Service Costs		Quantity of Service	Total	
SIEM Onboarding		\$135.00		1	\$135.00	
Installation-Server		\$6,750.00		1	\$6,750.00	
Installation-Switch		\$1,185.00		1	\$1,185.00	
		Total Contractual Service Costs			\$8,070.00	
Cybersecurity Equipment Approved:						
FEMA AEL Number:		Description of Equipment:		Item Cost:	Quantity	Total:
04HW-01-INHW		Server		\$24,300.00	2	\$48,600.00
04HW-01-INHW		Storage Array		\$24,045.00	1	\$24,045.00
04HW-01-INHW		Server		\$6,255.00	1	\$6,255.00
04HW-01-INHW		UPS 3000 Power Supply		\$2,760.00	2	\$5,520.00
04HW-01-INHW		48 Port Switch		\$770.00	2	\$1,540.00
04HW-01-INHW		24 Port Switch		\$500.00	2	\$1,000.00
04HW-01-INHW		16 Port Switch		\$390.00	1	\$390.00
04HW-01-INHW		Unifi Cloud Key		\$260.00	1	\$260.00
04HW-01-INHW		SIEM Agent		\$5.00	72	\$360.00
		Total Equipment Cost:				\$87,970.00
Approval Budget: This grant award has been reviewed and approved by the MOHS Executive Review Committee for all costs and items listed above.						
Total Cybersecurity Contractual Services Approved:					\$8,070.00	
Total Cybersecurity Equipment Approved:					\$87,970.00	
Total Cybersecurity Training/Workforce Development Approved:					\$0.00	
Total Other Cybersecurity Expenses Approved:					\$0.00	
Total Grant Award:					\$96,040.00	
EHP Needed:		EHP Not Required				
Grant Notes:						
All Equipment and Commodities need to be ordered, purchased and reimbursed within the grant period of performance. Extensions will not be available with current grant funds. Items provided in these grant amounts were awarded by the Executive Committee and are not allowed to be modified or revised at time of award. Modifications will be limited.						

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MISSISSIPPI OFFICE HOMELAND SECURITY
GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

Section 2002 of the Homeland Security Act of 2023 and the Department of Homeland Security Appropriation Act, 2021, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security. The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. Terms and Conditions listed below are applicable, as of the time of the Application. Each Sub-Recipient will abide by the latest federal terms and conditions, as published by FEMA.

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

- A. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications
 - I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
- B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

 - I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
 - II. Recipients must give DHS access to examine and copy records, accounts, and other documents and

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- sources of information related to the federal award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
- V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

- (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
- (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

- (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.

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- (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:
- (a) Award number,
 - (b) Name of PI or Co-PI being reported,
 - (c) Awardee name,
 - (d) Awardee address,
 - (e) AOR name, title, phone, and email address,
 - (f) Indication of the report type:
 - (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
 - (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.
 - (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act*.
- (3) Definitions.
- (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
 - (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
 - (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.
 - (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
 - (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

VII. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964*, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

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VIII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

IX. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

- (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;
 - (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
 - (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
 - (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
 - (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.
- (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
- (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

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- X. Copyright
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
- XI. Debarment and Suspension
Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- XII. Drug-Free Workplace Regulations
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).
- XIII. Duplicative Costs
Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f).
However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
- XIV. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
- XV. Energy Policy and Conservation Act
Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- XVI. Equal Treatment of Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

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Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XVII. Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

- (1) Definitions. As used in this clause –
 - (a) DEI means “diversity, equity, and inclusion.”
 - (b) DEIA means “diversity, equity, inclusion, and accessibility.”
 - (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
 - (d) Discriminatory prohibited boycott means refusing to deal, cutting commercial relations, or otherwise limiting commercial relations specifically with Israeli companies or with companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of Israel to do business.
 - (e) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
 - (f) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.
- (2) Grant award certification.
 - (a) By accepting the grant award, recipients are certifying that:
 - (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
 - (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.
 - (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.
- (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2).
- (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

XVIII. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XIX. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

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- XX. Federal Leadership on Reducing Text Messaging While Driving
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
- XXI. Fly America Act of 1974
Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- XXII. Hotel and Motel Fire Safety Act of 1990
Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a.
- XXIII. John S. McCain National Defense Authorization Act of Fiscal Year 2019
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
- XXIV. Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- XXV. Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

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XXVI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXVII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

- (1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:
 - (a) cybersecurity;
 - (b) foreign travel security;
 - (c) research security training; and
 - (d) export control training, as appropriate.
- (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of \$50 million per year."

XXVIII. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXX. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXXI. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

XXXII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the

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Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act* at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXXIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXXIV. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXV. Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXVI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

- (1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:
 - (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
- (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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(3) *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (i) applying the domestic content procurement preference would be inconsistent with the public interest;
- (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

(b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

(c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

(4) *Definitions.* The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXVII. SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXVIII. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

XXXIX. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XL. Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:

- (a) If the recipient fails to comply with the terms and conditions of the federal award;
- (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
- (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency

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- priorities.
- (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.
 - (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.
 - (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.

XL I. Terrorist Financing
Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

XL II. Trafficking Victims Protection Act of 2000(TVPA)
Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

XL III. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56
Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175-175c.

XL IV. Use of DHS Seal, Logo and Flags
Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XL V. Whistleblower Protection Act
Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

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FEMA Standard Terms and Conditions

FEMA STANDARD TERMS AND CONDITIONS

[<https://www.fema.gov/fact-sheet/fiscal-year-2023-fema-standard-terms-and-conditions>]

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY.

1. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website [<https://www.fema.gov/grants/guidance-tools/environmental-historic>]. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

2. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

3. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

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5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308 [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>].

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) [<https://www.grants.gov/forms/post-award-reporting-forms.html>] you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

6. Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.211>] requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Mississippi Office of Homeland Security
FY25 Terms and Conditions:**

Compliance and Regulations:

1. Sub-Recipient must comply with the rules and regulations of 2CFR 200 and all federal, state, and local rules and regulations.
2. Sub-Recipient shall comply with the provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
3. Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
4. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
5. Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
6. The Signatory Authorized Official is responsible for committing to the terms of this Agreement, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for

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executing this Agreement on behalf of the Sub-Recipient's jurisdiction. The designated representative certifies that he/she has legal signatory authority to receive assistance.

7. The Signatory Authorized Official shall designate a person(s) as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the scope of work, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to Recipient for repayment.

Grant Funding:

8. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed. No cost or obligation shall be incurred by the Recipient under this Agreement, unless and until the Recipient advises the Sub-Recipient in writing that the Award has been executed and funds are available.
9. Sub-Recipients shall use approved and awarded funds solely for the purpose for which these funds are approved and awarded by the Mississippi Office of Homeland Security. All changes and/or revisions to the program scope of work and/or budget items must be approved in writing by the MOHS.
10. Sub-Recipient shall comply with the cost-sharing requirements of the awarded grant, if applicable.
11. Sub-Recipient shall not enter any contracts or purchase goods from any party and/or vendor which is disbarred or suspended from participating in Federal assistance programs. The sub-recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services. It is the responsibility of the awarded agency to follow all local, state and federal procurement.
12. Sub-Recipient shall establish and maintain a proper accounting system to record expenditure of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative and the MOHS.
13. Sub-Recipients shall provide all required financial and program documentation to meet the terms and conditions of receiving Federal and State assistance.
14. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the MOHS and/or the Department of Public Safety.
15. Sub-Recipient **shall return** to the State, within thirty (30) days of such a request by the DPS/MOHS, any funds which are not supported by audit, Federal and/or State review of documentation by the Sub-Recipient for programs and costs associated with the Award.
16. All radios and radio communications purchased with grant funds should be APCO 25 compliant and follow Project 25 suite of standards for voice and low-moderate speed data interoperability. (If Applicable)
17. Contractual services, internet service, radio service, cellular phone, satellite phone, etc. will be eligible for grant funding for up to **twelve (12) months*** during the awarded period of performance. *Some grant programs may have increased contractual services periods of performance. Ex. SLCGP services, etc.
18. The Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published FEMA Authorized Equipment List (AEL) or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents. Any equipment not purchased from FEMA AEL

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or without prior approval will be disallowed.

19. Position descriptions are required for each person being paid with grant funds. Organizational charts identifying grant funded position(s) are also required.
20. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
21. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
22. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditure must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., for the shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.

Equipment/Supplies for Program Activities:

23. Equipment purchased under the terms of this Agreement will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. Adequate maintenance procedures must be developed to keep the property in good working condition.
24. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
25. If equipment or an asset is damaged, lost, or stolen, it is the responsibility of the agency to contact the MOHS immediately. If an item is past useful life, and/or in need to disposal or selling, please see instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).
26. All equipment awarded in this grant agreement should be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this from being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
27. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such an event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.
28. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
29. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.

Reporting of Program Requirements:

30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and

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process for payment through the Mississippi Accountability System for Government Information and Collaboration (MAGIC), accounting system.

31. Programmatic and Financial Reports: Program Reporting and Financial Reports are due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 st Quarter	December 15
December 1-February 28	2 nd Quarter	March 15
March 1-May 31	3 rd Quarter	June 15
June 1-August 31	4 th Quarter	September 15
Closeout	Closeout	October 15

Non-performance of Grant Activities:

32. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.

33. Failure to expend all grant funds awarded (by date stated in the Award Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.

34. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

35. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all the information submitted in that report.

Audit Requirements:

36. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):

- (a) *Audit required.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended are received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

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- (d) *Exemption when Federal awards expended are less than \$1,000,000.* A non-Federal entity that expends less than \$1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) *For-profit sub-recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibilities. Methods to ensure compliance with Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring/Inspection:

- 37. Sub-Recipient shall give the State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
- 38. Physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years for the used life of the property. All property and equipment acquired with grant funds must be tagged and tracked using an inventory management system.
- 39. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.

Monitoring:

- 40. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purpose of determining the appropriate level of sub-recipient monitoring.

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41. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a follow-up timetable will be given.
42. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

43. Sub-Recipients will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (MSAIC). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.
44. Any agency or organization that accepts Homeland Security Grant Funding (HSGP) from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting designated by the MS Information Liaison Officer (MILO) Program Coordinator and situational reporting for events that have a Terrorism/Critical Infrastructure/Gangs nexus.
45. Usage of Homeland Security Grant Program (HSGP) Funding for the purchase of License Plate Reader (LPRs) must allow access to the data of equipment in question by request from MOHS agents or MSAIC analysts and be sharable to other members of the agency's regional fusion center (if applicable).

Other Provisions:

46. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
47. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
48. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
49. Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period of performance, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
50. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) funding and reimbursement of DHS grant funds. (If applicable)

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ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for, Long Beach, Town of (Sub-Recipient), I certify by my signature below that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below that I understand that the Grant Agreement is **not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.**

Therefore, the Agency I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT:
ATTESTS:

[Signature]
Authorized Signatory Official's Signature:
(Sub-Recipient)

10/7/2025
Date:

Timothy I. Pierce
Authorized Signatory Official's Printed Name:

Mayor
Organizational Title:

UEI Number: V3P3M7MCNMX8

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE
OF HOMELAND SECURITY

[Signature]
By: _____
Executive Director/SAA
Mississippi Office of Homeland Security

Date: 9/11/25

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**State and Local Cybersecurity Grant
Program
(SLCGP) Award Appendix
Documentation for Award Packet.**

Please return the following forms along with the Award Letter and Award Agreement for a complete Award Packet.

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Homeland Security
FY22/FY23 State and Local Cybersecurity Grant Program
Orientation Acknowledgment Form

By signing this Orientation Acknowledgment form, I acknowledge that I have received and viewed a copy of the FY22/FY23 Mississippi Office of Homeland Security (MOHS)-State and Local Cybersecurity Grant Program (SLCGP) Orientation documents.

I understand and agree that it is my responsibility to read, understand and follow all the guidance set forth in the grant award and the grant program documents.

I acknowledge that if I have any questions, comments or concerns related to the grant award documents or grant program documents, I am encouraged to discuss matters with MOHS staff and seek guidance and technical assistance.

Date: 10/7/25
Name: Courtney Cuevas-Welch
Signature: *Courtney Cuevas-Welch*
Agency Name: City of Long Beach
Please return this form to: MOHS Grants: mohsgrants@dps.ms.gov

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Mississippi Office of Homeland Security
FY25 Grant Implementation Evaluation Form

MOHS is committed to providing meaningful programs that meet your expectations and support your professional growth. The insights you share will help us refine our guidance and resources to better serve you in the future. Please take a few moments to complete this evaluation form. Once finished, kindly return it to a MOHS staff member at the end of the meeting or email it to: mohsgrants@dps.ms.gov

Thank you for your time and input!

Instructions:

Check the box that best reflects your experience during today’s meeting

Content and Structure:

Questions:	Yes	Somewhat	No
Was the topic(s) clearly defined and relevant?			
Were the objectives of the presentation met?			
How well were complex ideas or information explained?			

Delivery and Engagement:

Questions:	Yes	Somewhat	No
Was the presenter confident and well-prepared?			
Was the presenter audible and clear?			
How engaging was the presentation overall?			
Did the presenter encourage questions?			
Were questions answered adequately?			

Visual and Materials:

Questions:	Yes	Somewhat	No
Were the slides and visuals clear and helpful?			
Did the materials support the key points and objectives?			

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Additional Suggestions:

What would you change, add, or replace with the information or materials presented during the Grant Implementation?
What did you learn that will be most helpful for you in grant program management?
What do you feel that was missing and/or needed for grant program management?
Do you have any ideas of additional topics for future trainings that are needed for grant program management?
Please provide any other information that may help to improve this event for next year.
Where can the MOHS improve to help serve you better?

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Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that holds the full responsibility of the program to remain in state and federal compliances.

Staff that may be funded through a grant cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: City of Long Beach Grant Number: 23CS235B
Agency Address: P.O. Box 929 Long Beach MS 39560
Agency Phone Number: 228-863-1556 Agency Fax Number: 228-865-0822

Sub-Recipient Grant Administrator (SGA) Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Courtney Cuevas-Welch Title: Community Affairs Director
(Designated Sub-Recipient Grant Administrator)

Phone Number: 228-863-1556

Email Address: c.cuevas-welch@longbeachms.gov

Signature of Sub-Recipient Grant Administrator: 

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Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Kini Gonsoulin Title: Comptroller
(Sub-Recipient Financial Officer)

Phone Number: 228-863-1554

Email Address: kgonsoulin@longbeach.ms.gov

Signature of Sub-Recipient Financial Officer: Kini Gonsoulin

Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Timothy I. Pierce Title: Mayor
(Grant Authorized Signatory Official)

Phone Number: 228-863-1556

Email Address: mayor@longbeach.ms.gov

Signature of Authorized Signatory Official: Timothy I. Pierce

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Grant Agreement-Scope of Work

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

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Federal Funding Accountability and Transparency Act (FFATA)
Compliance Form

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Section 1: Award Information:

Agency Name	City of Long Beach
City	Long Beach
Zip Code +4 Digits (Required)	39560-6136
Unique Entity Identification (UEI) #	V3P3M7HCNMX8
Amount of Award:	96,040.00

Section 2: Compensation Information: Answer only if award is \$30,000.00 or more in federal funds)

1. More than 80% of the Agency organization’s annual gross revenue is federal funds.
____ Yes (If yes, proceed to Question 2)
☒ No (If No, stop, proceed to Section 3)
2. Federal Revenue exceeds twenty-five (25) million dollars.
____ Yes (If Yes, proceed to Question 3)
____ No (If No, stop, proceed to Section 3)
3. Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: _____)
____ Yes (If Yes, proceed to Table)
☒ No (If No, stop, proceed to Section 3)

Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

Section 3: Certification of Information:

I certify that the above information is true and accurate.


Authorized Signatory Official (Signature)

10/7/2025
Date

Timothy I. Pierce
Authorized Signatory Official (Printed Name)

Mayor
Title

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Mississippi Accountability System for Government Information and
Collaboration (MAGIC)
Financial Form

To help the Mississippi Office of Homeland Security process advance or reimbursement funding smoothly and without delays, please submit the following information and documents. Once received, the grant funding will be prepared for disbursement based on the materials provided.

Document to Provide MOHS:

- W-9 Form:

MAGIC Agency Contact Information	
Agency Name:	City of Long Beach
MAGIC Grant Identification Number:	3100022726
MAGIC Grantee Contact:	Kini Gonsoulin
MAGIC Grantee Address:	P.O. Box 929 Long Beach, MS 39560
MAGIC Contact Email Address:	Kgonsoulin@longbeach.ms.gov
When processed, where will funding be sent? Ex. City/Town; Board of Supervisors, Police Dept. EMA Dept., School District	City
Unique Entity Identification Number (UEI):	V3P3M7MCNMX8
UEI Expiration Date :	

I certify that the above information is true and accurate.


Authorized Signatory Official (Signature)

10/7/2025
Date

Timothy I. Pierce
Authorized Signatory Official (Printed Name)

Mayor
Title

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
City of Long Beach

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☒ Other (see instructions) **municipality**

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):
Exempt payee code (if any)
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)
(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
P.O. Box 929

6 City, state, and ZIP code
Long Beach, MS 39560

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
Employer identification number
64-000037

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person
Kiri Donsaul

Date
9/19/25

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
What's New
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3 (Form 1065). See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CaL No. 10231X

Form **W-9** (Rev. 3-2024)

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Mississippi Office of Homeland Security
FEMA Non-Disaster Reimbursement Request

Per FEMA guidance within the FEMA Notice of Funding Documents for Non-Disaster Grants, each reimbursement request to FEMA must ensure the following information for Sub-Recipient Funding Requests.

Agency Name: City of Long Beach

1. Is Funding Directly or Indirectly to Sub-Recipient?	
☒ Directly to the Sub-Recipient	☐ Indirectly to the Sub-Recipient
2. Please provide in the space below, the Mission Statement of the Agency.	
3. Does the Sub-Recipient's work or mission involve supporting aliens, regardless of whether FEMA funds support such activities?	
☐ Yes. Agency's work or mission <u>will</u> involve supporting aliens.	☒ No. Agency's work or mission <u>will not</u> involve supporting aliens.
4. Will any payment request to the Sub-Recipient include an activity involving support for aliens?	
☐ Yes. Agency's payment request <u>will</u> include activities that involve supporting aliens.	☒ No. Agency's payment request <u>will not</u> include activities that involve supporting aliens.
5. Does the Sub-Recipient have and follow any Diversity, Equity and Inclusion (DEI) practices?	
☐ Yes. Agency <u>has and follows</u> DEI practices.	☒ No. Agency <u>does not have nor follows</u> DEI practices.
6. Are any foreign nationals or noncitizens employed by the Sub-Recipient agency in roles that involve managing program requirements, processing reimbursements or advances, or performing any activities related to this grant program?	
☐ Yes. Agency <u>has</u> foreign nationals or noncitizens employed within the agency that perform grant-related activities. If so, please provide a short bio or resume for all individuals.	☒ No. Agency <u>does not have</u> foreign nationals or noncitizens employed within the agency that perform grant-related activities.

I certify that the above information is true and accurate.

<u>[Signature]</u>	<u>10/2/2025</u>
Authorized Signatory Official (Signature)	Date
<u>Timothy I Pierce</u>	<u>Mayor</u>
Authorized Signatory Official (Printed Name)	Title

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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 7th day of October, 2025, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY OFFICIALS TO EXECUTE AND SUBMIT AN APPLICATION FOR GRANT FUNDING PURSUANT TO THE MISSISSIPPI GULF COAST RESTORATION FUND GRANT PROGRAM AUTHORIZED UNDER MISS. CODE ANN. § 57-119-1, *ET SEQ.*, AND FOR OTHER PURPOSES

WHEREAS, pursuant to the requirements of the federal RESTORE Act and as authorized under Miss. Code Ann. § 57-119-1, *et seq.*, funds received pursuant to the RESTORE Act have been allocated and derived from appropriations or funds otherwise made available by the State Legislature for projects intended to stimulate growth and economic development in Pearl River, Stone, George, Jackson, Harrison, and Hancock counties; and

WHEREAS, The Mississippi Gulf Coast Restoration Fund (GCRF) Grant Program, administered by the Mississippi Development Authority (MDA), is designed for making grants of such funds to finance projects to promote economic growth in the Gulf Coast region as defined by the federal RESTORE Act; and

WHEREAS, applications by public entities for funds to support projects for which the RESTORE Act funds are to be used must include projects that meet the following criteria:

- A. Projects that will impact the long-term competitiveness of the region and may result in a significant positive impact on tax base, private sector job creation and private sector investment in the region;
- B. Projects that demonstrate the maximum long-term economic benefits and long-term growth potential of the region based on a financial analysis such as a cost-benefit analysis or a return-on-investment analysis;
- C. Projects that demonstrate long-term financial sustainability, including clear performance metrics, over the duration of the project;
- D. Projects that leverage or encourage leveraging of other private sector, local, state and federal funding sources with preference to projects that can demonstrate contributions from other sources than funds from the BP settlement;
- E. Projects that are supported by multiple government or private sector entities;

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F. Projects that can move quickly and efficiently to the design, engineering, and permitting phase;

G. Projects that enhance the quality of life/place and business environment of the region, including tourism and recreational opportunities;

H. Projects that expand the region's ability to attract high-growth industries or establish new high-growth industries in the region;

I. Projects that leverage or further enhance key regional assets, including educational institutions, research facilities, ports, airports, rails, and military bases;

J. Projects that are transformational for the future of the region but create a wider regional impact;

K. Projects that enhance the marketability of existing industrial properties;

L. Projects that enhance a targeted industry cluster or create a Center of Excellence unique to the region;

M. Infrastructure projects for business retention and development;

N. Projects that enhance research and innovative technologies in the region; and

O. Projects that provide outcome and return on investment measures, to be judged by clear performance metrics, over the duration of the project or program.

WHEREAS, the Governing Authorities of the City of Long Beach have considered and identified certain projects of great importance to the long term economic benefit and growth of the City of Long Beach qualifying for funding with Miss. Code Ann. § 57-119-1, et seq. and The Mississippi Gulf Coast Restoration Fund (GCRF) Grant Program, and has identified the Long Beach Harbor Restoration project more particularly on the attached Exhibit A as a qualifying project under one or more of the foregoing and by this means expresses its intention and desire that the Mayor and other city officials be authorized to execute and deliver such grant applications and other documents as are necessary and proper to support such application; and

Whereas, in support of said Long Beach Harbor Restoration project, and based on the projected cost of one million dollars (\$1,000,000.00) provided by the City's consultants and engineers, the Governing Authorities of the City of Long Beach do hereby commit to provide funding of two million eight hundred ninety one thousand eight hundred twenty one dollars (\$2,891,821) being the remainder of the estimated cost of such project as the City's share of the

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cost of said project to pair and match with any Restore Act funds received for the Project;

NOW THEREFORE, BE IT RESOLVED, that the Board of Aldermen and Mayor of the City of Long Beach hereby authorizes and directs the Mayor and other municipal authorities to execute and deliver such grant applications and other documents as are necessary and proper to support such application;

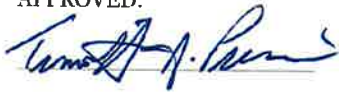
BE IT FURTHER RESOLVED, that the Mayor and Board of Aldermen do hereby commit to provide funding of two million eight hundred ninety one thousand eight hundred twenty one (\$2,891,821) to pair and match as the City’s share of the cost of said project;

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

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Absent- not voting
Alderman Jcsc Allen	voted	Aye
Alderman Joseph “Joey” Giuffria	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Greg Bonds	voted	Aye
Alderman Pete L. McGocy	voted	Aye

The question having received the Affirmative vote of a majority the Alderman present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 7th day of October, 2025.

APPROVED:



Timothy I. Pierce, Mayor

ATTEST:



Emma Ward, City Clerk

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Mayor and Board of Aldermen**

**STATE OF MISSISSIPPI
GULF COAST RESTORATION FUND (GCRF) PROGRAM**

Project Update Packet



Applicant: City of Long Beach (2022)

**FINANCIAL RESOURCES DIVISION
MISSISSIPPI DEVELOPMENT AUTHORITY**

**501 North West Street ■ Post Office Box 849 ■ Jackson, Mississippi 39205-0849
Telephone (601) 359-2058**

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Mayor and Board of Aldermen

MISSISSIPPI GULF COAST RESTORATION FUND (GCRF) PROGRAM PROJECT UPDATE FORM	
Applicant Information *MS Code 57-119-9 (1)*	Name of Applicant: City of Long Beach
	Contact Person/Title: Kini Gonsoulin
	Address: 720 South Cleveland Avenue, Long Beach, MS 39560
	Phone Number: (228) 697-6772
	Name of Project: Long Beach Harbor Restoration
Benefitting Business (if applicable)	Legal Business Name:
	Contact Person/Title:
	Address:
	Phone Number:
Project Description & Narrative on how the Project relates to the Statutory Priorities of the Act *MS Code 57-119-11 (3)* : The City of Long Beach proposes the Harbor Bulkhead Project to replace the failing bulkhead of the Long Beach Small Craft Harbor. The existing bulkhead wall suffers from soil loss through sheet pile joints and structural failures of the pile cap, leading to unsafe sinkholes and frequent repair needs. The Harbor Bulkhead Project will ultimately replace the Eastern, Southeastern and Inner Bulkheads. <u>This portion of the larger project will reconstruct the Southeastern Bulkhead, including the vertical bulkhead/seawall and raising the structural protection, and the deconstruction of the Inner Bulkhead.</u> The new bulkhead will provide critical stabilization and enhanced protection for harbor infrastructure against storm damage while also improving public access and usability. Additionally, the design accommodates future water, sewer, and electrical infrastructure, ensuring long-term functionality and adaptability. The total project cost for this portion is \$3,891,821 with funds coming from GCRF for the Inner Bulkhead and GOMESA for the Southeastern Bulkhead.	

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Project Timetable/Milestones (including Estimated Start Date & Estimated Completion Date):	
Southeastern Bulkhead • Bid Date: September 27, 2022 • Notice to Proceed/Mobiliation April 24, 2023 • Substantially Complete: April 9, 2025 • Construction Completion: September 27, 2025	
Inner Bulkhead Project • Bid Date: February 27, 2025 • Notice to Proceed: April 1, 2025 • Construction Mobilization: April 15, 2025 • Construction Completion: August 24, 2026 (510 days from April 1, 2025)	

Project Cost Information		Job Creation Information
Total GCRF Funds Requested	\$ <u>1,000,000</u>	Total number of jobs the benefitting business will create as a result of this project
Total Local Funds	\$ _____	<u>0</u> Total # of Present Employees
Total Private Capital Investment	\$ _____	<u>0</u> Total # of Committed New Jobs
Total Other Funds	\$ <u>2,891,821</u>	<u>0</u> Total # of Jobs Needed to meet Total Employment Requirement
Total Project Cost	\$ <u>3,891,821</u>	
MS Code § 57-119-13 (1)		
Description of the Investment in the Project, including all the public and/or private sources of funding that have been secured and utilized exclusively for the project) *MS Code 57-110-13(1)* :		
GOMESA Funds: \$2,188,000 FY 22 DMR Appropriation "Small Craft Harbor SE Bulkhead" Project		
Tideland Funds:		
\$500,000 (HB 1624) FY-23-P600-05 "Long Beach Harbor Improvements" Project		
\$300,000 (HB 1726) FY21-P613-01 "Long Beach Harbor Improvements" Project		
Description of the Project Performance Metrics, by which the grant will be measured on all performance reporting requirements and on grant agreement provisions for the recovery of grant funds *MS Code § 57-119-13 (2)* :		
<u>The Entity will complete the deconstruction of the harbor by June 30, 2026.</u>		
<u>The Entity will complete the harbor project and open the harbor to the public by June 30, 2027.</u>		
Name and telephone number of contact person to discuss the proposal		

Date: _____		

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MISSISSIPPI GULF COAST RESTORATION FUND (GCRF) PROGRAM Attachments Provide the following as attachments to the application: ☒ Budget Sheet ☒ Cost Estimate: Include a general cost estimate for the entire project ☒ Project Map ☒ Documentation of Additional Funds (matching funds) ☒ E-Verify Documentation ☐ Additional Supporting Documentation ☐ Secretary of State Good Standing Documentation (if applicable) ☐ Executed copy of the Resolution of Authorization for GCRF funds and local matching funds (if applicable) ☐ Executed copy of Match Resolution (if applicable) Applications can be emailed to Sarah Wright at swright@mississippi.org or mailed to: Mississippi Gulf Coast Restoration Fund (GCRF) Program Mississippi Development Authority Business Incentives Division Post Office Box 849 Jackson, Mississippi 39205

Minutes of October 7, 2025 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 7th day of October, 2025, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY OFFICIALS TO EXECUTE AND SUBMIT AN APPLICATION FOR GRANT FUNDING PURSUANT TO THE MISSISSIPPI GULF COAST RESTORATION FUND GRANT PROGRAM AUTHORIZED UNDER MISS. CODE ANN. § 57-119-1, *ET SEQ.*, AND FOR OTHER PURPOSES

WHEREAS, pursuant to the requirements of the federal RESTORE Act and as authorized under Miss. Code Ann. § 57-119-1, *et seq.*, funds received pursuant to the RESTORE Act have been allocated and derived from appropriations or funds otherwise made available by the State Legislature for projects intended to stimulate growth and economic development in Pearl River, Stone, George, Jackson, Harrison, and Hancock counties; and

WHEREAS, The Mississippi Gulf Coast Restoration Fund (GCRF) Grant Program, administered by the Mississippi Development Authority (MDA), is designed for making grants of such funds to finance projects to promote economic growth in the Gulf Coast region as defined by the federal RESTORE Act; and

WHEREAS, applications by public entities for funds to support projects for which the RESTORE Act funds are to be used must include projects that meet the following criteria:

- A. Projects that will impact the long-term competitiveness of the region and may result in a significant positive impact on tax base, private sector job creation and private sector investment in the region;
- B. Projects that demonstrate the maximum long-term economic benefits and long-term growth potential of the region based on a financial analysis such as a cost-benefit analysis or a return-on-investment analysis;
- C. Projects that demonstrate long-term financial sustainability, including clear performance metrics, over the duration of the project;
- D. Projects that leverage or encourage leveraging of other private sector, local, state and federal funding sources with preference to projects that can demonstrate contributions from other sources than funds from the BP settlement;
- E. Projects that are supported by multiple government or private sector entities;

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- F. Projects that can move quickly and efficiently to the design, engineering, and permitting phase;
- G. Projects that enhance the quality of life/place and business environment of the region, including tourism and recreational opportunities;
- H. Projects that expand the region's ability to attract high-growth industries or establish new high-growth industries in the region;
- I. Projects that leverage or further enhance key regional assets, including educational institutions, research facilities, ports, airports, rails, and military bases;
- J. Projects that are transformational for the future of the region but create a wider regional impact;
- K. Projects that enhance the marketability of existing industrial properties;
- L. Projects that enhance a targeted industry cluster or create a Center of Excellence unique to the region;
- M. Infrastructure projects for business retention and development;
- N. Projects that enhance research and innovative technologies in the region; and
- O. Projects that provide outcome and return on investment measures, to be judged by clear performance metrics, over the duration of the project or program.

WHEREAS, the Governing Authorities of the City of Long Beach have considered and identified certain projects of great importance to the long term economic benefit and growth of the City of Long Beach qualifying for funding with Miss. Code Ann. § 57-119-1, et seq. and The Mississippi Gulf Coast Restoration Fund (GCRF) Grant Program, and has identified the Long Beach Harbor Restoration project more particularly on the attached Exhibit A as a qualifying project under one or more of the foregoing and by this means expresses its intention and desire that the Mayor and other city officials be authorized to execute and deliver such grant applications and other documents as are necessary and proper to support such application; and

Whereas, in support of said Long Beach Harbor Restoration project, and based on the projected cost of one million dollars (\$3,500,000.00) provided by the City's consultants and engineers, the Governing Authorities of the City of Long Beach do hereby commit to provide funding of six million two hundred fifteen thousand seven hundred twenty three dollars (\$6,215,723) being the remainder of the estimated cost of such project as the City's share of the

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cost of said project to pair and match with any Restore Act funds received for the Project;

NOW THEREFORE, BE IT RESOLVED, that the Board of Aldermen and Mayor of the City of Long Beach hereby authorizes and directs the Mayor and other municipal authorities to execute and deliver such grant applications and other documents as are necessary and proper to support such application;

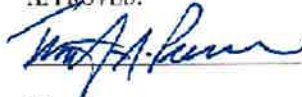
BE IT FURTHER RESOLVED, that the Mayor and Board of Aldermen do hereby commit to provide funding of six million two hundred fifteen thousand seven hundred twenty three dollars (\$6,215,723) to pair and match as the City's share of the cost of said project;

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

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Absent-not voting
Alderman Jesse Allen	voted	Aye
Alderman Joseph "Joey" Giuffria	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Greg Bonds	voted	Aye
Alderman Pete L. McGoev	voted	Aye

The question having received the Affirmative vote of a majority the Alderman present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 7th day of October, 2025.

APPROVED:



Timothy I. Pierce, Mayor

ATTEST:



Emma Ward, City Clerk

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**STATE OF MISSISSIPPI
GULF COAST RESTORATION FUND (GCRF) PROGRAM
Project Update Packet**



Applicant: City of Long Beach (2023)

**FINANCIAL RESOURCES DIVISION
MISSISSIPPI DEVELOPMENT AUTHORITY**

**501 North West Street ■ Post Office Box 849 ■ Jackson, Mississippi 39205-0849
Telephone (601) 359-2058**

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MISSISSIPPI GULF COAST RESTORATION FUND (GCRF) PROGRAM	
PROJECT UPDATE FORM	
Applicant Information *MS Code 57-19-9(1)*	Name of Applicant: City of Long Beach
	Contact Person/Title: Kiri Gonsoulin
	Address: 720 South Cleveland Avenue, Long Beach, MS 39560
	Phone Number: (228) 697-6772
	Name of Project: Long Beach Harbor Restoration
Benefitting Business (if applicable)	Legal Business Name:
	Contact Person/Title:
	Address:
	Phone Number:
Project Description & Narrative on how the Project relates to the Statutory Priorities of the Act *MS Code 57-19-1(3)*	
The City of Long Beach proposes the Harbor Bulkhead Project to replace the failing bulkhead of the Long Beach Small Craft Harbor. The existing bulkhead wall suffers from soil loss through sheet pile joints and structural failures of the pile cap, leading to unsafe sinkholes and frequent repair needs. The Harbor Bulkhead Project will ultimately replace the Eastern, Southeastern, and Inner Bulkheads. <u>This portion of the larger project will reconstruct the Eastern Bulkhead, including the vertical bulkhead/seawall and raising the structural protection, and the construction of the Inner Bulkhead.</u> The new bulkhead will provide critical stabilization and enhanced protection for harbor infrastructure against storm damage while also improving public access and usability. Additionally, the design accommodates future water, sewer, and electrical infrastructure, ensuring long-term functionality and adaptability. The total project cost for this portion is \$9,715,723 with funds coming from GCRF & Tidelands for the Inner Bulkhead and GOMESA for the Eastern Bulkhead. The project also includes the installation of concrete piles and pile caps, along with site work such as drainage improvements, sidewalk construction, curb and gutter installation, and parking lot repairs. As an essential step in revitalizing the Long Beach Harbor, this effort will support fishing and boating activities, enhance visitor experiences, and provide an economic boost to the community.	

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Project Timetable/Milestones (including Estimated Start Date & Estimated Completion Date):
Eastern Bulkhead Project • Bid Date: November 14, 2023 • Notice to Proceed/Mobilization: May 4, 2024 • Substantially Complete: June 2, 2025 • Construction Completion: September 27, 2025
Inner Bulkhead Project • Bid Date: February 27, 2025 • Notice to Proceed/Mobilization: May 19, 2025 • Construction Completion: October 10, 2026 (510 days from May 19, 2025)

Project Cost Information		Job Creation Information
Total GCRF Funds Requested	\$ <u>3,500,000</u>	Total number of jobs the benefitting business will create as a result of this project
Total Local Funds	\$ _____	<u>0</u> Total # of Present Employees
Total Private Capital Investment	\$ _____	<u>0</u> Total # of Committed New Jobs
Total Other Funds	\$ <u>6,215,723</u>	<u>0</u> Total # of Jobs Needed to meet Total Employment Requirement
Total Project Cost	\$ <u>9,715,723</u>	
MS Code § 57-119-13.1		
Description of the Investment in the Project, including all the public and/or private sources of funding that have been secured and utilized exclusively for the project) *MS Code § 57-119-13.1* :		
GOMESA Funds \$5,193,000 FY 24 & FY25 DMR Appropriation "Eastern Bulkhead" Project Tideland Funds: \$500,000 (HB 1656) FY-20-P613-04 "Long Beach Harbor Improvements" Project \$400,000 (HB 1636) FY24-P613-10 "Long Beach Small Craft Harbor Improvements" Project \$500,000 (HB 1783) FY25-P613-11 "Long Beach Small Craft Harbor Improvements" Project		
Description of the Project Performance Metrics, by which the grant will be measured on all performance reporting requirements and on grant agreement provisions for the recovery of grant funds *MS Code § 57-119-13.2* :		
<u>The Entity will complete the deconstruction of the harbor by June 30, 2026.</u> <u>The Entity will complete the harbor project and open the harbor to the public by June 30, 2027.</u>		
Name and telephone number of contact person to discuss the proposal		
		Date: _____

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MISSISSIPPI GULF COAST RESTORATION FUND (GCRF) PROGRAM	
Attachments	
Provide the following as attachments to the application:	
☒	Budget Sheet
☒	Cost Estimate: Include a general cost estimate for the entire project
☒	Project Map
☒	Documentation of Additional Funds (matching funds)
☒	F-Verify Documentation
☐	Additional Supporting Documentation
☐	Secretary of State Good Standing Documentation (if applicable)
☐	Executed copy of the Resolution of Authorization for GCRF funds and local matching funds (if applicable)
☐	Executed copy of Match Resolution (if applicable)
Applications can be emailed to Sarah Wright at swright@mississippi.org or mailed to: Mississippi Gulf Coast Restoration Fund (GCRF) Program Mississippi Development Authority Business Incentives Division Post Office Box 849 Jackson, Mississippi 39205	

Alderman Frazer made motion seconded by Alderman McCaffrey and
unanimously carried to approve the following contract with AnderCorp, LLC for Pre
Disaster Program Management Service, and authorize the Mayor to execute same:

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Standard Form of Agreement Between Owner and Program Manager

AGREEMENT made as of the Third day of September in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Program Manager's client identified as the Owner:
(Name, legal status, address, and other information)

City of Long Beach
201 Jeff Davis Avenue
Long Beach, MS 39560

and the Program Manager:
(Name, legal status, address, and other information)

AnderCorp, LLC
1404 24th Avenue, Suite 300
Gulfport, MS 39501
228.678.7070

for the following Program:
(Name, location, and detailed description of the group of buildings and/or site improvement projects included in the Program)

Pre-Disaster Program Management Services for Storm Recovery
Long Beach, MS

The Owner and Program Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Contract Documents

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- 3 SCOPE OF PROGRAM MANAGER'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COPYRIGHTS AND LICENSES
- 7 CLAIMS AND DISPUTES
- 8 TERMINATION OR SUSPENSION
- 9 MISCELLANEOUS PROVISIONS
- 10 COMPENSATION
- 11 SPECIAL TERMS AND CONDITIONS
- 12 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 Identify the purposes and goals of the Program:

Please see the Owner's requests for proposals. As noted therein, the scope may evolve.

§ 1.1.2 Preliminary description of each project in the Program:
(Identify proposed use, size, or other known information for each project in the Program.)

To be determined.

§ 1.1.3 Location of each project in the Program:

Long Beach, MS

§ 1.1.4 Documentation of existing conditions of facilities or sites in the Program:
(Identify and describe written reports of the existing conditions of facilities or sites.)

To be determined

§ 1.1.5 Funding sources:
(Identify anticipated funding sources for each project in the Program, and deadlines or schedules related to funding, as well as whether funding is authorized.)

To be determined.

§ 1.1.6 The Owner's budget for the Program and for each project in the Program:
(Provide the budget for the Program and, if known, a line-item breakdown for each project of all costs described in Section 3.4.1.)

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- | To be determined.
- § 1.1.7 The Owner's procurement requirements and intended delivery methods for the design and construction of each project in the Program.
(Identify procurement requirements, delivery methods, and other requirements such as accelerated design or construction.)
- | To be determined.
- § 1.1.8 The Owner's anticipated design and construction milestone dates for each project in the Program:
(For each project, identify anticipated design and construction milestone dates, such as design phase milestones, construction commencement or construction completion dates, or other project milestones.)
- | To be determined.
- § 1.1.9 The Owner's anticipated Sustainable Objective or objectives for the Program and for individual projects within the Program:
(Identify and describe the Owner's Sustainable Objective or objectives for the Program and for individual projects within the Program, if any.)
- | To be determined.
- § 1.1.9.1 If the Owner identifies a Sustainable Objective, the Owner shall collaborate with its consultants to complete a sustainable projects exhibit and sustainability plan, to identify the roles and responsibilities of each of the Owner's contractors and consultants related to the Owner's Sustainable Objective(s). If the Program Manager will be involved in overseeing or performing services identified in the sustainable projects exhibit or sustainability plan, the Owner and Program Manager shall incorporate a sustainable project exhibit(s) and sustainability plan(s) into this Agreement, and the Project Manager and Owner will document the services to be performed by the Program Manager. Those services will be provided as Additional Services. The Owner shall ensure the role of the Program Manager is incorporated into the Owner's agreements with its consultants and contractors performing services or work associated with the Sustainable Objective.
- § 1.1.10 Other information regarding the Program:
(Identify other available studies or reports, as well as special characteristics or needs of the Program, such as environmentally responsible design or historic preservation requirements, not provided elsewhere.)
- To be determined.
- § 1.1.11 The Owner shall retain the following consultants and contractors:
(List name, discipline, address, and other information. If the Owner retains different consultants or contractors for the projects in the Program, indicate the project(s) for which the consultant is retained.)
- To be determined.
- The Owner will retain all design professionals and contractors necessary and appropriate for performance of the projects. The Owner shall, to the extent allowed by law, consult with Program Manager in said selections.
- § 1.1.12 The Program Manager shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
- § 1.1.12.1 Consultants retained by the Program Manager under Basic Services:
(List name, discipline, address, and other information. If the Program Manager will retain a consultant for some, but not all, projects in the program, indicate the project(s) for which the consultant is retained.)
- | To be determined.
- § 1.1.12.2 Consultants retained by the Program Manager under Supplemental Services:
(List name, discipline, address, and other information. If the Program Manager will retain a consultant for some, but not all, projects in the program, indicate the project(s) for which the consultant or contractor is retained.)

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To be determined.

§ 1.1.13 The Owner identifies the following representative for the Program in accordance with Section 5.3:
(List name, address, and other information.)

Kim Gonsoulin
City of Long Beach
201 Jeff Davis, Avenue
Long Beach, MS 39560
228.863.1556

§ 1.1.14 The persons or entities, in addition to the Owner's representative, who are required to review the Program Manager's submittals to the Owner are as follows:
(List name, address, and other information.)

§ 1.1.15 The Program Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other information.)

Hunter Lipscomb
AnderCorp
1404 24th Avenue, Suite 300
Gulfport, MS 39501
PH: 228.678.7070
Fax: 228.678.7091
Mobile: 662.822.1730
Email: hunter.lipscomb@andercorp.com

§ 1.1.16 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Program Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may change and, in that event, the Owner and the Program Manager shall appropriately adjust the Program Manager's services, the schedule for the Program Manager's services, and the Program Manager's compensation. The Owner shall adjust the Owner's budget for the Program and the Owner's anticipated design and construction milestones, as necessary, to accommodate changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. However, it is agreed that communications by email shall suffice for all matters as to which correspondence is required or appropriate.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 PROGRAM MANAGER'S RESPONSIBILITIES

§ 2.1 The Program Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Program Manager shall perform its services consistent with the skill and care ordinarily provided by program managers practicing in the same or similar locality under the same or similar circumstances. The Program Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Program. However, it is agreed that Program Manager cannot control the costs or schedules for

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User Notes: (68b840c8ba35a93aa72287b8)

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projects nor other matters related to actual performance of designers and construction contractors. Notwithstanding the foregoing or anything else herein to the contrary, it is agreed that though Program Manager may provide estimates and may prepare schedules, it is agreed that the ultimate costs are beyond the control of Program Manager and that the acts and omissions of others will control whether the schedules are met. Accordingly, Program Manager shall have no liability for costs exceeding Program Manager's estimates or for schedules not being met due to the acts and omissions of others.

§ 2.3 The Program Manager shall not provide professional services that constitute the practice of architecture or engineering.

§ 2.4 The Program Manager shall coordinate its services in cooperation with those services provided by the Owner and the Owner's consultants and contractors and shall coordinate its services with those services provided by the Owner and Owner's consultants and contractors. The Owner shall provide reciprocal cooperation and coordination and shall act to obtain reciprocal cooperation and coordination from Owner's consultants and contractors. The Program Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants and contractors. The Program Manager shall provide prompt written notice to the Owner if the Program Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Program Manager shall identify a representative authorized to act on behalf of the Program Manager with respect to the Program.

§ 2.6 The Program Manager, as soon as practicable after execution of the Agreement, shall notify the Owner of the names and qualifications of its proposed key staff members who will perform services for the Program. Within 14 days of receipt of the names and qualifications of the Program Manager's proposed key staff members, the Owner may reply to the Program Manager in writing stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Program Manager shall not staff any employees on the Program to whom the Owner has made reasonable and timely objection. The Program Manager shall not change its key staff members without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Program Manager shall not engage in any activity, or accept any employment, interest, or contribution, that would reasonably appear to compromise the Program Manager's judgment with respect to the Program.

§ 2.8 The Program Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Program Manager normally maintains, the Owner shall pay the Program Manager as set forth in Section 10.6.3.

§ 2.8.1 Commercial General Liability with policy limits for each occurrence and in the aggregate for bodily injury and property damage consistent with Exhibit I hereto.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Program Manager with policy limits per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage consistent with Exhibit I hereto.

§ 2.8.3 The Program Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits.

§ 2.8.5 Employers' Liability with policy limits for each accident, and for each employee, consistent with Exhibit I hereto.

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§ 2.8.6 Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits per claim and in the aggregate consistent with Exhibit 1 hereto.

§ 2.8.7 Additional Insured Obligations. To the fullest extent permitted by law, the Program Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Program Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.8 The Program Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, and umbrella or excess policies. Program Manager's liability for acts and omissions covered by such insurance shall be capped by the amount of insurance proceeds actually paid to the intended recipient and limited to those actual proceeds.

ARTICLE 3 SCOPE OF PROGRAM MANAGER'S BASIC SERVICES

§ 3.1 General

§ 3.1.1 The Program Manager's Basic Services consist of those described in this Article 3. Services not set forth in this Article 3 are Supplemental or Additional Services. The Program Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement.

§ 3.1.2 The Program Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs employed in connection with the construction of the projects in the Program, nor shall the Program Manager be responsible for the failure of the Owner's consultants or contractors to perform services for, or the construction of, a project in accordance with the plans, specification, or other contract or legal requirements. Subject to the terms of Section 2.8.8, the Program Manager shall be responsible for the Program Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts, errors, or omissions of the Owner's consultants or contractors.

§ 3.1.3 The Program Manager shall assist the Owner in identifying consultant disciplines required to provide professional and other services for each project in the Program.

§ 3.1.4 The Program Manager shall assist the Owner in reviewing the qualifications of, and in selecting and retaining consultants and contractors for each project in the Program.

§ 3.2 Program Management Plan

§ 3.2.1 In order to ascertain the requirements of the Program, the Program Manager shall review with the Owner the Initial Information and the following additional information to be furnished by the Owner:
(List additional information to be furnished by the Owner.)

To be determined.

§ 3.2.2 The Program Manager shall develop and submit to the Owner for approval a Program Management Plan, which shall include a description of, and requirements pertaining to, the following Program elements:

- .1 Management approach, including team staffing plan and responsibilities;
- .2 Planning, including the strategy to define scopes, schedules, quality, and budgets for each project;
- .3 Management controls, including scope, budget and cost, schedule, and quality management plan;
- .4 Procurement, including strategies to procure design services, construction services, materials, systems, and equipment, and to include, as required, governmentally recognized special business classes, such as minority business enterprise or woman business enterprise;
- .5 Authorization processes and procedures, including administrative approvals and required documentation for all project phases;
- .6 Communication procedures, including systems, meetings, reports, notices, records, and digital data transmission;
- .7 Design process guidelines, including consultants' deliverable requirements and coordination across all projects;
- .8 Construction process guidelines, including construction administration procedures, claim and

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- dispute management, and commissioning; and
- .9 Project acceptance process guidelines, including contract closeout and occupancy.

§ 3.2.3 The Program Manager shall submit any subsequent revisions to the Program Management Plan to the Owner for approval. The Program Manager shall meet with the Owner to discuss the Program Management Plan, and any necessary revisions, every six months or at intervals set forth below:
(Insert the milestones or intervals for Program Management Plan updates, if other than every six months.)

§ 3.2.4 The Owner shall incorporate in its agreements with its consultants and contractors elements of the Program Management Plan, including any subsequent revisions, as appropriate.

§ 3.3 Information Management, Design Standards, and Reporting
§ 3.3.1 Program Management Information System. If the Owner does not have a Project Management Information System in place, the Program Manager shall implement and maintain a shared system that will:

- .1 be accessible by the Owner and Program Manager, without limitations or restrictions, through cloud-based software or similar technology agreed upon by the parties;
- .2 receive, distribute, and maintain reports, including the Program Reports required pursuant to Section 3.3.4, schedules, budget, quality, and other Program information and documentation as agreed upon by the Owner and the Program Manager;
- .3 organize information by relevant categories as determined by the Owner and Program Manager;
- .4 backup data to prevent data loss; and
- .5 export data in various formats for sharing outside of the Program Management Information System as determined by Owner and Program Manager.

§ 3.3.2 The Owner shall have access to all information in the Program Management Information System. Other Program and project participants shall have access to specific information only as approved by the Owner. Upon the completion of each project in the Program, the Program Manager shall preserve the documentation and information contained in the Program Management Information System and provide a copy to the Owner in a format mutually agreed upon between the parties.

§ 3.3.3 Design Standards. The Program Manager shall assist the Owner, and Owner's consultants, if any, in developing and periodically updating Design Standards. The Design Standards shall provide a functional, aesthetic, and quality framework for the projects in the Program and, where applicable, shall include (1) planning criteria (including area, volume, equipment, finish, technical services, and other relevant functional requirements for typical spaces), (2) specifications and performance requirements (including sustainable design criteria) for materials, systems, components, and assemblies organized by classification system as agreed upon with the Owner, (3) documentation standards (including drawing, building information modeling, specifications, and requirements for each design phase and final contract document deliverables), (4) typical design details of selected conditions, and (5) procurement, contracting, and general requirements. Where applicable, the Owner's existing design standards shall be incorporated into the Design Standards. However, it is agreed that the Program Manager is not a designer. The reviews, evaluations, and other actions taken by the Program Manager in relation to the various projects' design shall never be deemed to be design services. Further, all of Program Manager's recommendations related to design shall always be deemed to be only recommendations for further consideration and evaluation by the Owner and designers, with the designers responsible for all design services and determinations related to such recommendations.

§ 3.3.4 Program Report. On a monthly basis, or as set forth below, the Program Manager shall prepare a Program Report. The Program Report shall include (1) a summary update of Program and project status, (2) an updated Program Schedule, (3) actual and anticipated costs related to the Program, (4) cost and payment reports for each consultant and construction contract, (5) cash flow projections, (6) proposed and approved change orders, (7) any claims pertaining to the Program Manager, Owner, and the Owner's other consultants and contractors, and (8) other information as mutually agreed upon by the parties.
(If different intervals or additional information is required for the Program Report, stipulate below.)

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§ 3.4 Program Budget Control

§ 3.4.1 If the Owner has not established a Program Budget, the Program Manager and Owner shall collaborate to prepare a preliminary Program Budget, which shall include the estimated costs for the Program Manager's services, the estimated costs of the services of the Owner's other consultants and contractors, the estimated costs for design and construction of each project in the Program, reasonable contingencies related to all of these costs, and additional details necessary for the Owner to prepare a complete Program Budget. The Owner shall review and approve in writing the preliminary Program Budget. The Program Manager shall organize the Program Budget in a manner that will allow costs to be tracked using the Program Management Information System. The Program Budget shall be regularly updated to account for additional or better information, including, but not limited to, updated estimates, the pricing terms of contracts actually secured, and actual costs incurred. It is agreed that all budgets and estimates are only estimates and do not constitute any kind of guarantee. The Program Manager shall provide monthly reports on the Program Budget, or at intervals otherwise agreed to by the Owner and Program Manager below.

(If intervals other than monthly are required for the Program Budget reports, indicate below.)

§ 3.4.2 The Program Manager shall develop and implement a system of budget and cost controls to assist the Owner in the management of Program and project costs. The Program Manager shall submit to the Owner projections of costs for the Program and for each project in the Program.

§ 3.4.3 The Program Manager shall review estimates prepared by the Owner's consultants and contractors and shall submit to the Owner a report identifying variances from the Program Budget along with recommendations for resolving such variances.

§ 3.4.4 The Program Manager shall share information regarding the Program Budget with the Owner's consultants as authorized by the Owner.

§ 3.4.5 The Program Manager shall assist in identifying Program-wide procurement and cost saving opportunities.

§ 3.4.6 The Program Manager shall report cost impacts to the Program Budget, if any, arising out of the agreements between the Owner and its consultants and contractors for each project in the Program, and any cost impacts arising from changes or proposed changes thereto.

§ 3.5 Program Schedule Control

§ 3.5.1 The Program Manager shall submit to the Owner for approval a Program Schedule showing priorities, sequences, durations, and responsible parties for major design, pricing, construction, and Owner activities; establishing the overall duration of the Program; and identifying critical milestone dates. The Program Manager shall update and expand the level of detail of the Program Schedule as the Program progresses. The Program Schedule shall also incorporate or identify:

1. dates for key internal and external approvals and project permits for each project in the Program;
2. project specific milestones and design and construction schedules, including dates of commencement and completion;
3. components that need to be procured by the Owner and dates for such procurement; and
4. the Owner's occupancy deadlines and any portions of the Program having occupancy priority.

§ 3.5.2 The Program Manager shall submit recommendations to the Owner for project sequencing and phasing to meet overall Program objectives.

§ 3.5.3 The Program Manager shall submit recommendations to the Owner on the milestone dates and durations in the design and construction schedules as they are developed for each project in the Program.

§ 3.5.4 The Program Manager shall monitor, and report to the Owner on the progress of, the Program and each project in the Program. Reports shall include observed deviations from the Program Schedule or key milestones of the individual project schedules that may impact substantial completion or final completion. The Program Manager shall include the reports in the Program Management Information System. The Program Manager shall consult with the Owner and the Owner's consultants and contractors to develop recovery plans when the schedules or objectives are not being met. However, it is agreed that Program Manager cannot control the actions of others whose performance will actually determine whether the schedules and objectives are met.

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§ 3.6 Program Quality Control and Design Review

§ 3.6.1 The Program Manager shall establish quality control guidelines that define the obligations of the Program Manager, Owner, and the Owner's consultants and contractors. The Owner shall require the Owner's consultants and contractors, through their contracts with the Owner, to perform their respective obligations included in the quality control guidelines.

§ 3.6.2 The Program Manager shall periodically review the development of the design for each project in the Program for conformance with the Program requirements and Design Standards. The Program Manager shall submit to the Owner a list of observed deviations from the Program requirements and the Design Standards and discuss resolution of the observed deviations with the Owner and, as appropriate, the Owner's consultants and contractors.

§ 3.6.3 The Program Manager shall review the project specific quality control plan of each contractor in the Program for conformance with the quality control guidelines, submit to the Owner a list of observed deviations from the quality control guidelines, and discuss resolution of the observed deviations with the Owner and, as appropriate, the Owner's consultants and contractors.

§ 3.6.4 The Program Manager shall report to the Owner any known deficiencies in the performance of the Owner's consultants and contractors.

§ 3.6.5 Though Program Manager may provide guidelines and other items regarding quality control, it is agreed that the acts and omissions of others will control whether those guidelines and other items are met. Accordingly, Program Manager shall have no liability for quality control issues arising due to the acts and omissions of others or for other factors beyond the control of Program Manager.

§ 3.7 Other Services

§ 3.7.1 The Program Manager shall schedule and conduct meetings with the necessary Program participants to coordinate the progress of the Program and shall prepare and distribute meeting minutes.

§ 3.7.2 The Program Manager shall assist the Owner in securing approvals, entitlements, and easements from authorities having jurisdiction over each project in the Program and monitor the progress of each application. Nothing in this section shall require the Program Manager to assist in obtaining approvals that are the responsibility of other consultants or contractors in their agreements with the Owner.

§ 3.7.3 The Program Manager shall assist the Owner in reviewing the scope of agreements between the Owner and its consultants and contractors for each project in the Program.

§ 3.7.4 The Program Manager shall assist the Owner in reviewing and processing of invoices and applications for payment for each project in the Program.

§ 3.7.5 Upon the written request of the Owner, the Program Manager shall evaluate and provide input to the Owner on claims arising out of the Program.

§ 3.7.6 The Program Manager shall monitor submission of records, warranties, guarantees, and other project close-out documentation for each project in the Program.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Program. The Program Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Program Manager's responsibility, and the Owner shall compensate the Program Manager as provided in Section 10.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Program Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Program.

(Designate the Supplemental Services required for the Program by indicating whether the Program Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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Supplemental Services	Responsibility (Program Manager, Owner, or not provided)
§ 4.1.1.1 Capital campaign support	
§ 4.1.1.2 Assistance with sustainability certifications	
§ 4.1.1.3 Diversity compliance and outreach	
§ 4.1.1.4 Design standards services	
§ 4.1.1.5 Existing facilities analysis	
§ 4.1.1.6 Site evaluation and project feasibility	
§ 4.1.1.7 Economic analysis	
§ 4.1.1.8 Project programming	
§ 4.1.1.9 Master planning	
§ 4.1.1.10 Assistance with early material and equipment procurement	
§ 4.1.1.11 Assistance with FF&E procurement	
§ 4.1.1.12 Cost estimating	
§ 4.1.1.13 Life cycle analysis	
§ 4.1.1.14 Move management	
§ 4.1.1.15 Coordination of hazardous material testing or abatement	
§ 4.1.1.16 Other Supplemental Services:	

§ 4.1.2 Description of Supplemental Services
§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Program Manager’s responsibility is provided below.
(Describe the Program Manager’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.
(Describe the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.2 Program Manager’s Additional Services
§ 4.2.1 The Program Manager may provide Additional Services after execution of this Agreement without invalidating this Agreement. Except for services required due to the fault of the Program Manager, any Additional Services provided in accordance with this Section shall entitle the Program Manager to compensation pursuant to Section 10.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Program Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Program Manager shall not proceed to provide the following Additional Services until the Program Manager receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Program or projects in the Program including size, quality, complexity, the Owner’s schedule or budget, or procurement or delivery methods;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations, or a change in official interpretations of codes, laws, or regulations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s other consultants or contractors;

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- 4 Services necessitated by an extensive number of claims;
- 5 Preparation for, and attendance at, public presentations, meetings or hearings in excess of ten (10) total hours;
- 6 Preparation for, and attendance at, a dispute resolution proceeding or a legal proceeding, except where the Program Manager is party thereto; or
- 7 Consultation concerning replacement of work resulting from fire or other cause during construction.

§ 4.2.3 If the services covered by this Agreement have not been completed within Thirty-Six (36) months of the date of this Agreement, through no fault of the Program Manager, an extension of the Program Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information required by this Agreement or required for the Program Manager to perform its services, in a timely manner.

§ 5.2 The Owner shall collaborate with the Program Manager to establish and periodically update the Program Budget. If the Owner significantly increases or decreases the Program Budget, the Owner shall notify the Program Manager. The Owner and Program Manager, in consultation with the Owner's other consultants and contractors, shall thereafter agree to corresponding changes in project scopes and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Program. The Owner shall review documents and reports the Program Manager submits for review, and render required decisions, in a timely manner.

§ 5.4 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.5 If a sustainable project exhibit(s) and sustainability plan(s) are incorporated into this Agreement, the Owner shall fulfill its responsibilities as required in those documents.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Program Manager. The Owner shall provide the Program Manager with copies of all executed agreements between the Owner and its consultants and contractors, which may be redacted, at the Owner's discretion, as necessary to protect proprietary and confidential information and any modifications to those agreements. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.7 The Owner shall furnish tests, inspections, and reports required by law or the Program, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, surveying, geotechnical engineering, insurance, financing, and accounting services, including auditing services, that may be reasonably necessary for the Program.

§ 5.9 The Owner shall provide prompt written notice to the Program Manager if they become aware of any fault or defect in the Program, including errors, omissions, or inconsistencies in any documents produced by or services provided by the Program Manager or the Owner's consultants and contractors.

§ 5.10 The Owner shall communicate with the Program Manager's consultants through the Program Manager about matters arising out of or relating to the Program. The Owner shall communicate with its consultants and contractors and coordinate its own internal information and communications necessary for the Program. The Owner shall promptly notify the Program Manager of any information or communications that may affect the Program Manager's services.

§ 5.11 The Owner shall provide the Program Manager access to the project sites and other facilities under the Owner's control and associated with the Program and shall obligate its contractors to provide the Program Manager access to the project sites wherever work is in preparation or progress.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 [intentionally deleted].

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§ 6.2 The Owner and Program Manager warrant that in transmitting Instruments of Service, or other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in the Program.

§ 6.3 [intentionally deleted]

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Program Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of substantial completion of the work on the project out of which the claim arises. The Owner and Program Manager waive all claims and causes of action not commenced in accordance with this Section.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Program Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Program Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Program Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Program Manager, its employees, and its consultants in the performance of services under this Agreement, and always subject to the terms hereof as to limitations on the Program Manager's responsibility and its liability. The Program Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include the duty to defend. The Program Manager's duty to indemnify the Owner under this Section 7.1.3 shall be limited as otherwise provided for herein, including, but not limited to, in Section 2.8.8.

§ 7.1.4 The Owner and Program Manager waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 8.6.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Program Manager's services, the Program Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 7.2.2 The Owner and the Program Manager shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. Unless another location is mutually agreed upon, the mediation shall be held in the jurisdiction where each project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☒ Arbitration pursuant to Section 7.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Program Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 7.3 Arbitration

§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute, or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 7.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party shall be entitled to recover its attorneys' fees, costs, and expenses.

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute, or other matter in question not described in the written consent.

§ 7.3.4.3 The Owner and Program Manager grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Program Manager under this Agreement.

§ 7.3.4.4 The provisions of this Article 7 shall survive the termination of this Agreement.

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§ 7.3.4.5 The Owner shall include in all contracts with consultants and contractors dispute resolution provisions that correspond with the dispute resolution provisions of this Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 If the Owner fails to make payments to the Program Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Program Manager's option, cause for suspension of performance of services under this Agreement. If the Program Manager elects to suspend services, the Program Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Program Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Program Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Program Manager's services. The Program Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the Owner suspends the Program, the Program Manager shall be compensated for services performed prior to notice of such suspension. When the Program is resumed, the Program Manager shall be compensated for expenses incurred in the interruption and resumption of the Program Manager's services. The Program Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the Program for more than 90 cumulative days for reasons other than the fault of the Program Manager, the Program Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 8.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Program Manager for the Owner's convenience and without cause.

§ 8.6 If the Owner terminates this Agreement for its convenience, or the Program Manager terminates this Agreement pursuant to Section 8.3, Owner shall compensate the Program Manager for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Program Manager's termination of consultant and contractor agreements.

§ 8.7 In the event of termination of this Agreement, the Owner's rights to use information and materials provided by the Program Manager are set forth in Article 6.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the jurisdiction identified below. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3. (Identify the jurisdiction whose laws will govern this Agreement.)

Harrison County, MS

§ 9.2 The Owner and Program Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Program Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Program if the lender agrees to assume the Owner's rights and obligations under this Agreement, including payments due to the Program Manager by the Owner prior to the assignment.

§ 9.3 If the Owner requests the Program Manager to execute certificates, the proposed language of such certificates shall be submitted to the Program Manager for review at least 14 days prior to the requested dates of execution. The Program Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 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 Owner or Program Manager.

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§ 9.5 Unless otherwise required in this Agreement, the Program Manager shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project sites.

§ 9.6 The Program Manager shall have the right to include photographic or artistic representations of the design of the projects in the Program among the Program Manager's promotional and professional materials. The Program Manager shall provide professional credit for the architects and contractors in the Project Manager's promotional materials for the Program. The Program manager shall be given reasonable access to the projects in the Program to make such representations. However, the Program Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Program Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Program Manager in the Owner's promotional materials for the Program. This Section 9.6 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause.

§ 9.7 If the Program Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.7.1. This Section 9.7 shall survive the termination of this Agreement.

§ 9.7.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Program, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 9.7.

§ 9.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 9.9 Where one party is required to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement. It is agreed that communications by email shall suffice for notice purposes.

§ 9.10 Unless otherwise agreed upon in writing, the Owner and the Program Manager agree not to directly solicit for employment the employees of the other party who are involved with the Program prior to one year after completion of the Program. However, this Agreement does not restrict employees of either party from responding to publicly advertised positions.

ARTICLE 10 COMPENSATION

§ 10.1 For the Program Manager's Basic Services described under Article 3, the Owner shall compensate the Program Manager as follows:
(Insert amount of, or basis for, compensation, including stipulated sums, hourly or monthly billing rates, direct salary expense plus multiple, or monthly fee.)

See the rate sheet attached as Exhibit 2. If Program Manager incurs costs not prescribed for in that rate sheet, then it shall be reimbursed for those costs plus a markup of 20% for overhead and profit.

§ 10.2 For the Program Manager's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Program Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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See the rate sheet attached as Exhibit 2. If Program Manager incurs costs not prescribed for in that rate sheet, then it shall be reimbursed for those costs plus a markup of 20% for overhead and profit.

§ 10.3 For Additional Services that may arise during the course of the Program, including those under Section 4.2, the Owner shall compensate the Program Manager as follows:
(Insert amount of, or basis for, compensation.)

See the rate sheet attached as Exhibit 2. If Program Manager incurs costs not prescribed for in that rate sheet, then it shall be reimbursed for those costs plus a markup of 20% for overhead and profit.

§ 10.4 Compensation for Supplemental and Additional Services of the Program Manager's consultants when not included in Sections 10.2 and 10.3 shall be the amount invoiced to the Program Manager plus twenty percent (20 %), or as follows:
(Insert amount of, or basis for computing, Program Manager's compensation for consultants' Supplemental or Additional Services.)

§ 10.5 The hourly billing rates for services of the Program Manager and the Program Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Program Manager's and Program Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See the rate sheet attached as Exhibit 2. If Program Manager incurs costs not prescribed for in that rate sheet, then it shall be reimbursed for those costs plus a markup up of 20% for overhead and profit.

§ 10.6 Compensation for Reimbursable Expenses

§ 10.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Program Manager and the Program Manager's consultants directly related to the Program, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences;
- .3 Permitting and other fees required by authorities having jurisdiction over the projects in the Program;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery or other delivery services;

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- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Program Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Program, or the expense of additional insurance coverage or limits in excess of that normally carried by the Program Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Customization of the Program Management Information System; and
- .12 Other similar Program-related expenditures.

§ 10.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Program Manager and the Program Manager's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 10.6.3 Program Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Program Manager normally maintains, the Owner shall pay the Program Manager for additional costs incurred by the Program Manager for the additional coverages as set forth below:
(Insert the cost for the additional coverages the Program Manager is required to obtain to satisfy the requirements in Section 2.8, and for which the Owner shall reimburse the Program Manager.)

§ 10.7 Compensation for Use of Program Manager's Proprietary Software
If the Owner terminates the Program Manager for its convenience, or the Program Manager terminates this Agreement under Section 8.3, or upon completion of the Program Manager's services under this Agreement, the Owner and Program Manager shall try to negotiate terms for an agreement for the Owner's continued use of the Program Manager's proprietary software developed and owned by the Program Manager but unless they reach such an agreement, the Owner shall not have those rights.

§ 10.8 Payments to the Program Manager
§ 10.8.1 [intentionally deleted]

§ 10.8.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Program Manager's invoice. Amounts unpaid Fifteen (15) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Program Manager.
(Insert rate of monthly or annual interest agreed upon.)

Prime plus 5%

§ 10.8.3 The Owner shall not withhold amounts from the Program Manager's compensation to impose a penalty or liquidated damages on the Program Manager, or to offset sums requested by or paid to contractors or other consultants for the cost of changes to projects in the Program, unless the Program Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 10.8.4 Records of Reimbursable Expenses, expenses pertaining to Supplemental Services, Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

In multiple places this Agreement states that Program Manager "shall" perform certain activities. Due to the nature of this Agreement, the exact projects and other activities to be performed must be determined later. Accordingly, it is recognized that Program Manager shall be obligated to perform such activities only when requested by the Owner.

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The Owner shall coordinate with Program Manager the terms and conditions of all agreements for the projects, including, but not limited to, those with designers and contractors. This coordination shall include, but not be limited to, working to have those agreements' terms correspond appropriately with the terms and conditions of this Agreement and working to include liability-limiting provisions for the benefit of both Owner and Program Manager.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Program Manager and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Program Manager.

§ 12.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C171™-2024, Standard Form Agreement Between Owner and Program Manager
- .2 Building Information Modeling Exhibit, if completed:
(Insert the name and date of the exhibit incorporated into this Agreement.)

To be determined
- .3 Exhibits:
(Clearly identify any exhibits incorporated into this Agreement.)

Exhibit 1 – Insurances
Exhibit 2 – Labor Rates
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

To be determined.

This Agreement is entered into as of the day and year first written above.


OWNER (Signature)

Timothy J. Pierce
(Printed name and title) Mayor


PROGRAM MANAGER (Signature)
BY: Roy Anderson, III, Chairman/CEO
(Printed name and title)

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EXHIBIT 1
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2025

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
760 Howard Avenue, 2nd floor
Biloxi MS 39530

INSURED
ANDERCORP, LLC
PO Box 520
Gulfport MS 39502

CONTACT
NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 FAX (A/C, No):
E-MAIL: Patty_Savage@ajg.com
ADDRESS: Patty_Savage@ajg.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Illinois Union Insurance Company	27960
INSURER B:	American Guarantee and Liability Ins Co	26247
INSURER C:	Zurich American Insurance Co	16535
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1297612627

REVISION NUMBER:

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

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR		GLO958661701	3/15/2025	3/15/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
	GENERAL AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☒ LOC OTHER:					
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRE AUTOS ONLY SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		BAP958661801	3/15/2025	3/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB EXCESS LIAB ☒ RETENTION \$ 10,000	☒ OCCUR ☒ CLAIMS-MADE	SXS863503201	3/15/2025	3/15/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	WC958661501	3/15/2025	3/15/2026	☒ PER STATUTE ☐ OTHER See Note E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional / Pollution Coverage		G72512492004	3/15/2025	3/15/2027	Per Claim/Aggregate \$2 Mil/\$2 Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NOTE: Umbrella is follow form the General Liability, Auto Liability and Employers Liability

NOTE: Workers Comp Statutory states: AL,AR,FL,GA,IL,LA,MS,NC,SC,TN,TX,VA

- Additional Insured including completed operations when required by written contract.

- Waiver of Subrogation included in favor of owner/client when required by written contract.

- Primary wording when required by written contract.

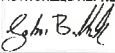
- Cancellation notice scheduled when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Sample Certificate of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is Included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

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SECTION 04
APPLICABLE HOURLY RATE

EXHIBIT 2

Position	Year 1 Hourly Rate	Year 2 Hourly Rate (Year 1 Escalated @ 3 %)	Year 3 Hourly Rate (Year 2 Escalated @ 3 %)
Program Director	\$ 250.00	\$ 258.00	\$ 266.00
Program Executive	\$ 240.00	\$ 248.00	\$ 255.00
Senior Program Manager	\$ 230.00	\$ 237.00	\$ 245.00
Program Manager	\$ 215.00	\$ 222.00	\$ 229.00
Senior Construction Manager	\$ 240.00	\$ 248.00	\$ 255.00
Safety Director	\$ 200.00	\$ 206.00	\$ 213.00
Safety Manager	\$ 150.00	\$ 155.00	\$ 160.00
Scheduler	\$ 200.00	\$ 206.00	\$ 213.00
Quality Manager	\$ 200.00	\$ 206.00	\$ 213.00
Project Engineer	\$ 150.00	\$ 155.00	\$ 160.00
Senior Estimator	\$ 215.00	\$ 222.00	\$ 229.00
Estimator	\$ 200.00	\$ 206.00	\$ 213.00
Field Engineer	\$ 150.00	\$ 155.00	\$ 160.00
Document Control Specialist	\$ 95.00	\$ 98.00	\$ 101.00

The above list of positions is not intended to be all inclusive. AnderCorp reserves the right to add additional personnel based on the magnitude of the disaster. Additional positions and rates are contingent upon Owner approval.

Subconsultants will be billed at cost plus 20%. Use of subconsultants are contingent upon Owner approval.

Based on the following recommendations of the Selection Committee, Alderman McGoey made motion seconded by Alderman Bonds and unanimously carried to

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award General Engineering Services to Overstreet & Associates, PLLC.

RECOMMENDATION OF GENERAL ENGINEERING SERVICES
FOR CITY OF LONG BEACH
SELECTION COMMITTEE

RE: General Engineering Services

Long Beach, Mississippi, requested proposals for General Engineering Services for City of Long Beach, by order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 5th day of August, 2025.

The following proposals were received in the City Clerk's Office no later than 2:00 p.m., Thursday, August 27, 2025. The Selection Committee met on 9/15/25 at 3:00 pm to review the proposals received from the following firms and/or individuals.

Overstreet & Associate, LLC 161 Lameuse Street, Suite 203 Biloxi, MS 39530	Brown, Mitchell & Alexander, Inc. 401 Cowan Rd, Suite A Gulfport, MS 39507
Cypress Environmental & Infrastructure 772 Howard Avenue Biloxi, MS 39530	Pickering 2001 Airport Road, Suite 201 Flowood, MS 39232
MP Design Group 918 Howard Avenue, Suite F Biloxi, MS 39530	Chiniche Engineering & Surveying 407 Hwy 90 Bay St. Louis, MS 39520
Covington Civil & Environmental 2300 14 th Street Gulfport, MS 39501	Duplantis Design Group, PC 6510 US 90 Gautier, MS 39553

Each Committee member assigned points to each proposal based on the content of the proposal. The firm receiving the highest number of points is deemed by the Committee to be the most advantageous to the City. We, therefore, recommend award of a contract to Overstreet + Associates

<u>Firm</u>	<u>Total Points</u>
<u>Overstreet & Associates, PLLC</u>	<u>487</u>
<u>Cypress Environmental & Infrastructure</u>	<u>397</u>
<u>MP Design Group</u>	<u>427</u>
<u>Covington Civil & Environmental</u>	<u>437</u>
<u>Brown, Mitchell & Alexander, Inc.</u>	<u>441</u>
<u>Pickering</u>	<u>395</u>
<u>Chiniche Engineering & Surveying</u>	<u>388</u>
<u>Duplantis Design Group, PC</u>	<u>381</u>

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Joe Colpepper
Selection Committee Member

John R. McLean
Selection Committee Member

Selection Committee Member

MINUTES

Services for General Engineering Services for, Selection Committee

RE: City of Long Beach

Members Present:

Tim Pierce

Joe Culpepper

Timothy McCaffrey, Jr.

Pete McGoe

Patrick Bennett

The Committee reviewed four (4) proposals submitted for the services referenced above using the following rating criteria for evaluation:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	40
Qualifications	40
Capacity	<u>20</u>

Total Points

100

The Committee members assigned points to each firm or individual based on a careful review of the content of each proposal.

<u>Committee Member</u>	<u>Firm</u>	<u>Total Points</u>
Tim Pierce	Coxington Civil + Env.	94
Joe Culpepper	Overstreet + Associates	99
Timothy McCaffrey Jr.	Overstreet + Associates	100
Pete McGoey	Overstreet + Associates	97
Patrick Bennett	Overstreet + Associates	98

Based upon the tabulation of points, the proposal submitted by Overstreet + Associates received the highest number of points, therefore, the Committee recommends the selection for the firm of OverStreet + Associates to perform Services for General Engineering Services.

Member Consultant Selection Committee

Member Consultant Selection Committee

Member Consultant Selection Committee


Member Consultant Selection Committee

Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to approve the following special Event application submitted by Dr. Talia Lock for #1 School District in the State Parade:

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SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: _____ Time: _____ By: _____

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

SUMMARY OF EVENT

Event Title: #1 School District in the State Parade

Please give a brief description of the proposed event:

Parade Beginning at LBHS and ending at Town Green with cookout to celebrate LBSD being ranked #1 in the State again

Event Day Date (s): Thursday, 10-30-25 Event Time (s): 5:00pm-9:00pm

Set-Up Date & Time: 10-30 - noon Tear-Down Date & Time: 10-30 after 9pm

Event Location: Town Green Downtown Other – Public Park or Right of Way

Event Location Description:

Sponsoring Organization's Legal Name: Long Beach School District

Organization Agent: Dr. Talia Lock

Phone: 228-864-1146 Home: _____ Cell: _____ During Event

Agent's Address: 19148 Commission Rd., Long Beach, MS 39560

Agent's E-mail Address: talia.lock@lbsd.k12.com

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

How many years has this event occurred? 2 now

Adopted by MBOA 03/19/24

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

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

RESERVED PARKING: Are you requesting reserved parking? YES **NO**

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

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

*Applicant/Event Organizer is responsible for appropriate Vendor permitting through the Long Beach Building Office.

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

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

ATTENDANCE: What is expected (estimated) attendance for this event? _____

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

*Applicant/Event Organizer is responsible for appropriate Amusement permitting through the Long Beach Building Office.

RESTROOMS: Are you planning to provide portable restrooms at the event? YES **NO**

If yes, how many? _____

GARBAGE RECEPTABLES: Are you planning to provide additional garbage cans at the event? YES **NO** If yes, how many? _____

As an event organizer, you must consider the availability of restroom facilities and garbage receptacles during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities and garbage receptables in the immediate area of the event venue and then identify the

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potential need for portable facilities or extra garbage cans. Remember to identify accessible facilities for ADA requirements as well.

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

Police Department assistance with parade

INSURANCE: All sponsors of special events must carry liability insurance with minimum coverage of \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long beach as an additional insured party on the policy.

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department.

The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

Applicants who fail to clean up and repair damages to the Event Area may be billed for city services and such failure will be considered for future applications.

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

9-30-25 Talia Louk
Date Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to: City of Long Beach *Mayor's Office* 201 Jeff Davis Ave. * P.O. Box 929 Long Beach, MS 39560

Minutes of October 7, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2025

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
2909 13th St 4th Floor
Gulfport MS 39501

LICENSE# 0069293
LONGSEA 47

INSURED
Long Beach School District
19148 Commission Road
Long Beach MS 39560

CONTACT
NAME Cindy Teague
PHONE (A/C, No, Ext): 228-863-5362
E-MAIL Cindy_Teague@ajg.com
ADDRESS

FAX (A/C, No): 228-863-1957

INSURER(S) AFFORDING COVERAGE

INSURER A : Ascot Insurance Company
INSURER B : AmFed National Insurance Company
INSURER C :
INSURER D :
INSURER E :
INSURER F :

NAIC #
23752
11208

COVERAGES

CERTIFICATE NUMBER: 1205217356

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS MADE : X OCCUR	Y	TRPK-4001078-01	7/1/2025	7/1/2028	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS ONLY		TRPK-4001078-01	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB					EACH OCCURRENCE \$ AGGREGATE \$ DED RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC1245010726	10/1/2024	10/1/2025	X PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Celebratory Parade/Cookout at Town Green, Long Beach MS October 30, 2025

CERTIFICATE HOLDER

CANCELLATION

City of Long Beach
P. O. Box 929
Long Beach MS 39560
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


ACORD 25 (2016/03)

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Minutes of October 7, 2025
Mayor and Board of Aldermen

Event Title: #1 School District in the State Parade

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

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

Police Dept: RL Recommended Approval: YES NO Est. Economic Impact: \$ _____

Fire Dept: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Public Works: MC Recommended Approval: YES NO Est. Economic Impact: \$ _____

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

Parks/Rec: RL Recommended Approval: YES NO Est. Economic Impact: \$ _____

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

Any special requirements/conditions:

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Minutes of October 7, 2025
Mayor and Board of Aldermen



SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: _____ Time: _____ By: _____

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

SUMMARY OF EVENT

Event Title: #1 School District in the State Parade

Please give a brief description of the proposed event:

Parade Beginning at LBHS and ending at Town Green with cookout to celebrate LBSD Being ranked #1 in the State again

Event Day Date (s): Thursday, 10-30-25 Event Time (s): 5:00pm-9:00pm

Set-Up Date & Time: 10-30 - noon Tear-Down Date & Time: 10-30 after 9pm

Event Location: Town Green Downtown Other – Public Park or Right of Way

Event Location Description:

Sponsoring Organization's Legal Name: Long Beach School District

Organization Agent: Dr. Talia Lock

Phone: 228-864-1146 Home: _____ Cell: _____ During Event

Agent's Address: 19148 Commission Rd, Long Beach, MS 39560

Agent's E-mail Address: talia.lock@lbsd.k12.com

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

How many years has this event occurred? 2 now

Adopted by MBOA 03/19/24

Minutes of October 7, 2025
Mayor and Board of Aldermen

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

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

RESERVED PARKING: Are you requesting reserved parking? YES ☒ NO

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

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

*Applicant/Event Organizer is responsible for appropriate Vendor permitting through the Long Beach Building Office.

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

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

ATTENDANCE: What is expected (estimated) attendance for this event? _____

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

*Applicant/Event Organizer is responsible for appropriate Amusement permitting through the Long Beach Building Office.

RESTROOMS: Are you planning to provide portable restrooms at the event? YES ☒ NO

If yes, how many? _____

GARBAGE RECEPTABLES: Are you planning to provide additional garbage cans at the event? YES ☒ NO If yes, how many? _____

As an event organizer, you must consider the availability of restroom facilities and garbage receptacles during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities and garbage receptables in the immediate area of the event venue and then identify the

Minutes of October 7, 2025
Mayor and Board of Aldermen

potential need for portable facilities or extra garbage cans. Remember to identify accessible facilities for ADA requirements as well.

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

Police Department assistance with parade

INSURANCE: All sponsors of special events must carry liability insurance with minimum coverage of \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long beach as an additional insured party on the policy.

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department.

The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

Applicants who fail to clean up and repair damages to the Event Area may be billed for city services and such failure will be considered for future applications.

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

9-30-25 Talia Louk

Date Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to: City of Long Beach *Mayor's Office* 201 Jeff Davis Ave. * P.O. Box 929 Long Beach, MS 39560

Minutes of October 7, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2025

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PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
2909 13th St 4th Floor
Gulfport MS 39501

INSURED
Long Beach School District
19148 Commission Road
Long Beach MS 39560

License# 0089293
LONGBEA 47

CONTACT NAME: Cindy Teague
PHONE (A/C, No, Ext): 228-863-5362
FAX (A/C, No): 228-863-1957
E-MAIL: Cindy_Teague@ajg.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Ascot Insurance Company
INSURER B: AmFed National Insurance Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #
23752
11208

COVERAGES

CERTIFICATE NUMBER: 1206217356

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER POLICY: ☒ PRO-JECT ☐ LOC OTHER:	Y	TRPK-4001078-01	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NOW-OWNED AUTOS ONLY		TRPK-4001078-01	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ N/A	WC1245010720	10/1/2024	10/1/2025	☒ PER STATUTE F L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Celebratory Parade/Cookout at Town Green, Long Beach MS October 30, 2025

CERTIFICATE HOLDER

CANCELLATION

City of Long Beach
P. O. Box 929
Long Beach MS 39560
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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ACORD 25 (2016/03)

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Minutes of October 7, 2025
Mayor and Board of Aldermen

Event Title: #1 School District in the State Parade

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

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

Police Dept: BC Recommended Approval: YES NO Est. Economic Impact: \$ _____

Fire Dept: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Public Works: MC Recommended Approval: YES NO Est. Economic Impact: \$ _____

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

Parks/Rec: EL Recommended Approval: YES NO Est. Economic Impact: \$ _____

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

Any special requirements/conditions:

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following special Event and fee waiver application submitted by Coast Cares Foundation for Veteran's Day Parade:

**Minutes of October 7, 2025
Mayor and Board of Aldermen**



SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: _____ Time: _____ By: _____

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

SUMMARY OF EVENT

Event Title: Veterans Day Parade

Please give a brief description of the proposed event:

Celebrate Veterans in Long Beach w/ a Parade

Event Day Date (s): Nov 9, 2025 Event Time (s): 1:30 - 3:30

Set-Up Date & Time: 1:00 Tear-Down Date & Time: 3:30

Event Location: ☒ Town Green ☒ Downtown ☐ Other - Public Park or Right of Way

Event Location Description: Parade down Jeff Davis to Town Green

Sponsoring Organization's Legal Name: Coast Cares Foundation

Organization Agent: Angie Johnson

Phone: _____ Home: _____ Cell: 228 267 9298 During Event

Agent's Address: angjohn1155@gmail.com

Agent's E-mail Address: _____

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

How many years has this event occurred? 3

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Mayor and Board of Aldermen

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

STREET CLOSURES: Start Date/Time: 1:15 Through Date/Time: 2:00

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

*Applicant/Event Organizer is responsible for appropriate Vendor permitting through the Long Beach Building Office.

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

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

ATTENDANCE: What is expected (estimated) attendance for this event? unknown

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

*Applicant/Event Organizer is responsible for appropriate Amusement permitting through the Long Beach Building Office.

RESTROOMS: Are you planning to provide portable restrooms at the event? ~~YES~~ NO

If yes, how many? _____

GARBAGE RECEPTABLES: Are you planning to provide additional garbage cans at the event? YES NO If yes, how many? _____

As an event organizer, you must consider the availability of restroom facilities and garbage receptacles during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities and garbage receptables in the immediate area of the event venue and then identify the

Minutes of October 7, 2025 Mayor and Board of Aldermen

potential need for portable facilities or extra garbage cans. Remember to identify accessible facilities for ADA requirements as well.

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

Police Dept for the parade

INSURANCE: All sponsors of special events must carry liability insurance with minimum coverage of \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long beach as an additional insured party on the policy.

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department.

The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

Applicants who fail to clean up and repair damages to the Event Area may be billed for city services and such failure will be considered for future applications.

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

10/1/25
Date

[Signature]
Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to: City of Long Beach *Mayor's Office* 201 Jeff Davis Ave. * P.O. Box 929 Long Beach, MS 39560

Minutes of October 7, 2025
Mayor and Board of Aldermen

Event Title: Veterans Day Parade

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

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

Police Dept: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Fire Dept: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Public Works: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

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

Parks/Rec: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

Any special requirements/conditions:

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

**Minutes of October 7, 2025
Mayor and Board of Aldermen**

****LONG BEACH CITY EVENTS QUICK REFERENCE GUIDE****

MUNICIPAL VENDOR PERMITTING

Ordinance 666

NOISE ORDINANCE

Ordinance 463-A

SIGNS FOR SPECIAL EVENTS

Ordinance 607

- (b) Signs for Special Events. Temporary signs, not in excess of four (4) square feet in area, may be erected as participation in a public parade, public event or public celebration of a period not to exceed ten (10) days, provided, however, that the erection of such sign shall be approved by the Building Inspector.

Minutes of October 7, 2025
Mayor and Board of Aldermen

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

TOWN GREEN

Group/ Individual Name (Permit tee): Coast Cares Foundation

Telephone Number: 228 297 9298

Street Address: 1155 E Old Pass Rd Home Work Cell

City Long Beach State MS Zip 39560

Type of Event: Veterans Day Parade

Start Time: 1:30

Closing Time: 3:30

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on November 9, 2025
(Date)

The person(s) requesting this permit *waive fees request*

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

Signature *[Signature]* Date: 10/1/25

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of October 7, 2025
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

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

WHEREFORE, PREMISES CONSIDERED:

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

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

This, the 1 day of October, 2025
Authorized Signature Angre Johnson
Witness _____

**Minutes of October 7, 2025
Mayor and Board of Aldermen**

LONG BEACH TOWN GREEN RULES AND REGULATIONS

The Town Green is owned and operated by the City of Long Beach and administered by the Department of Parks and Recreation. All groups wishing to book the facility are considered on first come, first serve basis. The City of Long Beach reserves the right to provide activities on those dates deemed appropriate in carrying out its program(s).

Permission to use the Town Green does not include the closing of the Town Green to the general public. When renting the shoo-fly area the permit tee agrees not to restrict the public from entering the grounds or the parking lot connected to the Town Green.

Tables and chairs are NOT provided at this facility. Arrangements for the rental of these items are the responsibility of the permit tee. However, the City does rent their stage and bleacher area. You can get the rental fees for those areas by contacting the Parks and Recreation Department.

Gambling will not be permitted on the Town Green or in any of the buildings at this location and failure to comply with this policy shall be grounds for cancellation of the permit.

The selling or consumption of alcoholic beverages on the Town Green is NOT ALLOWED without written consent for the City of Long Beach Parks and Recreation Department. Requests must be presented in writing and will be considered on an individual basis.

NO GLASS BOTTLES OR OTHER GLASS CONTAINERS are allowed on the Town Green area without the approval of the Parks and Recreation Department.

The permit tee is responsible for the cleaning of the grounds following his/her activity. Failure to clean the area may result in forfeiture of the deposit, and/or the denial of any future use of this facility by their person(s) or group.

All functions must be concluded and the premises emptied no later than midnight. Any deviation from this policy will have to be approved by the Parks and Recreation Department.

There will be no nailing, screwing or tying of any type to the Gazebo's and Shoo-fly structures; this includes the trees on the grounds. Some exceptions can be made but only with prior consent from The City of Long Beach.

Any special requests must be submitted in writing and approved by the City of Long Beach Parks and Recreation Department.

No vehicles are allowed on the grounds without approval from Director or Assistant Director of Parks and Recreation.

Initial 

~ 3 ~

Minutes of October 7, 2025 Mayor and Board of Aldermen

FEES:

Deposit Fee – A deposit of \$100.00 must be paid when your contract is signed, this will also secure your event date. **Deposit for festivals is \$300.00**

Rental Fees - \$150.00 per day for the stage and bleacher areas, \$50.00 per day for each gazebo, & \$50.00 per day for the shoo-fly area. **Festival rental is \$400.00 this fee must be paid 1 month prior to the event date.**

Clean-up Fee - \$200.00 for events - **\$300.00 for festivals**, this fee is refundable. You are responsible for cleaning up after your event/festivals, if you fail to do so your cleanup fee will not be refunded to you. The property will be inspected at the end of your event/festival.

Non-Profit Group Fee- To be considered for the reduced rate you must provide The City of Long Beach with a copy of the organizations 501 C-3 tax status form that is filed with the Secretary of State in Jackson, MS. If you do qualify for the discounted rate it will reduce it by half.

Security Personnel - \$25.00 per hour with a 4 hours minimum. The requirement for security personnel will be handled on a case by case basis. This will be handled by a City of Long Beach Police Department representative and will be dependent on the type of event and estimated attendance. You will need to contact the City of Long Beach Police Department to make those arrangements.

★ **Refunds** – All refund will be processed the day after your event and inspection. As long as there is no damage your refund will be mailed out to you and could take 3-5 weeks for you to receive.

★ **Cancellation Policies:** should the permit tee cancel his/her event with the Parks and Recreation Department prior to 60 days of their scheduled event, 100% of the deposit will be refunded. Any cancellation within 60 days their deposit will be forfeited. If a warning or watch for a hurricane is present, then the renter would be refunded full rent and deposit. Any other exception (weather conditions) will be on a case by case basis.

Initial 

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SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: _____ Time: _____ By: _____

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

SUMMARY OF EVENT

Event Title: Veterans Day Parade

Please give a brief description of the proposed event:

Celebrate Veterans in Long Beach w/ a Parade

Event Day Date (s): Nov 9, 2025 Event Time (s): 1:30 - 3:30

Set-Up Date & Time: 1:00 Tear-Down Date & Time: 3:30

Event Location: ☒ Town Green ☒ Downtown ☐ Other – Public Park or Right of Way

Event Location Description: Parade down Jeff Davis to Town Green

Sponsoring Organization's Legal Name: Coast Cares Foundation

Organization Agent: Angie Johnson

Phone: _____ Home: _____ Cell: 228 297 9298 During Event

Agent's Address: angjohn1155@gmail.com

Agent's E-mail Address: _____

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

How many years has this event occurred? 3

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

STREET CLOSURES: Start Date/Time: 1:15 Through Date/Time: 2:00

RESERVED PARKING: Are you requesting reserved parking? YES ☒ NO

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

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

*Applicant/Event Organizer is responsible for appropriate Vendor permitting through the Long Beach Building Office.

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

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

ATTENDANCE: What is expected (estimated) attendance for this event? unknown

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

*Applicant/Event Organizer is responsible for appropriate Amusement permitting through the Long Beach Building Office.

RESTROOMS: Are you planning to provide portable restrooms at the event? ☒ YES ☒ NO

If yes, how many? _____

GARBAGE RECEPTABLES: Are you planning to provide additional garbage cans at the event? YES ☒ NO If yes, how many? _____

As an event organizer, you must consider the availability of restroom facilities and garbage receptacles during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities and garbage receptacles in the immediate area of the event venue and then identify the

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potential need for portable facilities or extra garbage cans. Remember to identify accessible facilities for ADA requirements as well.

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

Police Dept for the parade

INSURANCE: All sponsors of special events must carry liability insurance with minimum coverage of \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long beach as an additional insured party on the policy.

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department.

The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

Applicants who fail to clean up and repair damages to the Event Area may be billed for city services and such failure will be considered for future applications.

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

Date

10/11/25

Signature of Sponsoring Organization's Agent

[Handwritten Signature]

RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to: City of Long Beach *Mayor's Office* 201 Jeff Davis Ave. * P.O. Box 929 Long Beach, MS 39560

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Event Title: Veterans Day Parade

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

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

Police Dept: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Fire Dept: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Public Works: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

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

Parks/Rec: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

Any special requirements/conditions:

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

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****LONG BEACH CITY EVENTS QUICK REFERENCE GUIDE****

MUNICIPAL VENDOR PERMITTING

Ordinance 666

NOISE ORDINANCE

Ordinance 463-A

SIGNS FOR SPECIAL EVENTS

Ordinance 607

- (b) Signs for Special Events. Temporary signs, not in excess of four (4) square feet in area, may be erected as participation in a public parade, public event or public celebration of a period not to exceed ten (10) days, provided, however, that the erection of such sign shall be approved by the Building Inspector.

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

Group / Individual Name (Permit tee): *Coast Cares Foundation*
Telephone Number: *228 297 9298*
Street Address: *1155 E Old Pass Rd* Home Work Cell
City: *Long Beach* State: *MS* Zip: *39560*
Type of Event: *Veterans Day Parade*
Start Time: *1:30*
Closing Time: *3:30*

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
November 9, 2025
(Date)

The person(s) requesting this permit *waive fees request*

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

Signature *[Signature]* Date: *10/1/25*
Rental Fee \$ _____ Receipt # _____ Date _____
Deposit Fee \$ _____ Receipt # _____ Date _____
Clean-up Fee \$ _____ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

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

WHEREFORE, PREMISES CONSIDERED:

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

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

This, the 1 day of October, 2025
Authorized Signature Angie Johnson
Witness _____

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LONG BEACH TOWN GREEN RULES AND REGULATIONS

The Town Green is owned and operated by the City of Long Beach and administered by the Department of Parks and Recreation. All groups wishing to book the facility are considered on first come, first serve basis. The City of Long Beach reserves the right to provide activities on those dates deemed appropriate in carrying out its program(s).

Permission to use the Town Green does not include the closing of the Town Green to the general public. When renting the shoo-fly area the permit tee agrees not to restrict the public from entering the grounds or the parking lot connected to the Town Green.

Tables and chairs are NOT provided at this facility. Arrangements for the rental of these items are the responsibility of the permit tee. However, the City does rent their stage and bleacher area. You can get the rental fees for those areas by contacting the Parks and Recreation Department.

Gambling will not be permitted on the Town Green or in any of the buildings at this location and failure to comply with this policy shall be grounds for cancellation of the permit.

The selling or consumption of alcoholic beverages on the Town Green is NOT ALLOWED without written consent for the City of Long Beach Parks and Recreation Department. Requests must be presented in writing and will be considered on an individual basis.

NO GLASS BOTTLES OR OTHER GLASS CONTAINERS are allowed on the Town Green area without the approval of the Parks and Recreation Department.

The permit tee is responsible for the cleaning of the grounds following his/her activity. Failure to clean the area may result in forfeiture of the deposit, and/or the denial of any future use of this facility by their person(s) or group.

All functions must be concluded and the premises emptied no later than midnight. Any deviation from this policy will have to be approved by the Parks and Recreation Department.

There will be no nailing, screwing or tying of any type to the Gazebo's and Shoo-fly structures; this includes the trees on the grounds. Some exceptions can be made but only with prior consent from The City of Long Beach.

Any special requests must be submitted in writing and approved by the City of Long Beach Parks and Recreation Department.

No vehicles are allowed on the grounds without approval from Director or Assistant Director of Parks and Recreation.

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FEES:

Deposit Fee – A deposit of \$100.00 must be paid when your contract is signed, this will also secure your event date. **Deposit for festivals is \$300.00**

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Initial 

~ 4 ~

Alderman Bonds made motion seconded by Alderman Frazer and unanimously carried to table request made by John Miller for Suicide Prevention and Survivors Group weekly meetings until Alderman Bonds could reach out to Mr. Miller with an alternative location.

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It came on for discussion at the request of Mayor Pierce, the Gateway paving project. After some discussion, Mayor Pierce directed Randall Love with AnderCorp to get estimates for all areas to be paved.

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

- Step Increase: Fire Lieutenant Craig Ahlers; FS-12-XIII; effective 10/01/25
- Step Increase: Firefighter Quintin McMillan; FS-9-II; effective 10/01/25.
- Step Increase: Firefighter Brandon Sumrall; FS-9-II; effective 10/01/25.
- Step Increase: Firefighter Patrick Gaddy; FS-9-I; effective 10/01/25
- Step Increase: Firefighter Dylan Kippes; FS-9-I; effective 10/01/25.
- Step Increase: Firefighter Samual Starita; FS-9-I; effective 10/01/25.
- Step Increase: Fire Training Chief Mark Hudson; FS-13-XI; effective 10/01/25.
- Education Pay: Firefighter Eric Ezell; EMT; effective 10/01/25.

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

- Step Increase: Accts Payable Clerk Nicole Guillot; CSA-5-IV; effective 10/01/25.

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

- Step Increase: Building Official Mike Gundlach; CSA-9-XVI; effective 10/01/25.

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

- Step Increase: W/S Billing Office Manager Susan Bowes; CSA-6-XVI; effective 10/01/25.

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*

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

- Step Increase: Assistant Harbor Master David Falks; CSA-4-XII; effective 10/01/25.

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*

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

- New Hire: Mayor’s Part-Time Administrative Assistant Cathy Cook, hourly rate \$15.00; effective 10/08/25.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve and spread the Municipal Compliance Questionnaire as follows:

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Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

City of Long Beach, 201 Jeff Davis Ave., P.O. Box 929, Long Beach, MS 39560

2. List the date and population of the latest official U.S. Census or most recent official census:
2020 – 16,805

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

Mayor George L. Bass, 20171 Lovers Lane, Long Beach, MS 39560, (228) 234-1832

Alderman Bernie Parker, 103 Summer Lane, Long Beach, MS 39560, (228) 868-2116

Alderman Angela Johnson, 1155 E. Old Pass Rd., Long Beach, MS 39560, (228) 669-2055

Alderman Michael Brown, 5159 N. Mitchell, Long Beach, MS 39560, (228) 348-1831

The aforesaid elected officials term ended June 30, 2025.

The below elected officials were elected/re-elected July 1, 2025.

Mayor Timothy I. Pierce, 805 Magnolia Street, Long Beach, MS 39560, (228) 274-6603

Alderman Donald Frazer, 1130 E. Old Pass Road, Long Beach, MS 39560, (228) 343-2082

Alderman Patrick Bennett, 131 Sea Oaks Blvd, Long Beach, MS 39560, (228) 860-7653

Alderman Jesse Allen, 611 Quarles Avenue, Long Beach, MS 39560, (228) 274-4020

Alderman Joseph Giuffria, 118 West Azalea Drive, Long Beach, MS 39560 (228) 596-6200

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Alderman Timothy McCaffrey, Jr., 627 1/2 W. Old Pass Rd, Long Beach, MS 39560, (228)861-8237

Alderman Greg Bonds, 20025 Lovers Lane, Long Beach, MS 39560 (228) 297-2620

Alderman Peter McGoey III, 5206 Mitchell, Long Beach, MS 39560, (228) 669-2601

Appointed:

Attorney Steve Simpson, 9004 Victoria Circle, Gulfport, MS 39503, (228) 206-7174,

4. Period of time covered by this questionnaire:

From: October 1, 2024 To: September 30, 2025

5. Expiration date of current elected officials' term: June 30, 2029

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2022

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

- | | |
|--|---|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | Y |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | Y |
| 3. Are municipal records open to the public? (Section 25-61-5) | Y |
| 4. Are meetings of the board open to the public? (Section 25-41-5) | Y |
| 5. Are notices of special or recess meetings posted? (Section 25-41-13) | Y |
| 6. Are all required personnel covered by appropriate surety bonds? | |
| - Board or council members (Sec. 21-17-5) | Y |
| - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | Y |
| - Municipal clerk (Section 21-15-38) | Y |
| - Deputy clerk (Section 21-15-23) | Y |

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- | | |
|---|---|
| - Chief of police (Section 21-21-1) | Y |
| - Deputy police (Section 45-5-9) (if hired under this law) | Y |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | Y |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) | Y |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | Y |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | Y |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | Y |
| 12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) | Y |

PART II - Cash and Related Records

- | | |
|---|---|
| 1. Where required, is a claims docket maintained? (Section 21-39-7) | Y |
| 2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) | Y |
| 3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) | Y |
| 4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) | Y |
| 5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? | |

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(Section 21-39-13)	Y
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)	Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)	Y
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)	Y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)	Y
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)	N/A
11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)	Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13)	Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17)	Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363)	Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)	Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.]	Y

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Mayor and Board of Aldermen

- | | |
|--|---|
| 17. Are fixed assets properly tagged and accounted for?
(Section II - Municipal Audit and Accounting Guide) | Y |
| 18. Is all travel authorized in advance and reimbursements made
in accordance with Section 25-3-41? | Y |
| 19. Are all travel advances made in accordance with the State
Auditor's regulations? (Section 25-3-41) | Y |

PART III - Purchasing and Receiving

- | | |
|---|---|
| 1. Are bids solicited for purchases, when required by law
(written bids and advertising)? [Section 31-7-13(b) and (c)] | Y |
| 2. Are all lowest and best bid decisions properly documented?
[Section 31-7-13(d)] | Y |
| 3. Are all one-source item and emergency purchases
documented on the board's minutes? [Section 31-7-13(m)
and (k)] | Y |
| 4. Do all officers and employees understand and refrain from
accepting gifts or kickbacks from suppliers? (Section
31-7-23) | Y |

PART IV - Bonds and Other Debt

- | | |
|---|----|
| 1. Has the municipality complied with the percentage of taxable
property limitation on bonds and other debt issued during the
year? (Section 21-33-303) | Y |
| 2. Has the municipality levied and collected taxes, in a sufficient
amount for the retirement of general obligation debt principal
and interest? (Section 21-33-87) | Y |
| 3. Have the required trust funds been established for utility
revenue bonds? (Section 21-27-65) | NA |
| 4. Have expenditures of bond proceeds been strictly limited to
the purposes for which the bonds were issued? (Section
21-33-317) | Y |

Minutes of October 7, 2025
Mayor and Board of Aldermen

- | | | |
|----|--|---|
| 5. | Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) | Y |
|----|--|---|

PART V - Taxes and Other Receipts

- | | | |
|-----|---|-----|
| 1. | Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) | Y |
| 2. | Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) | Y |
| 3. | Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) | Y |
| 4. | Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) | Y |
| 5. | Has the increase in ad valorem taxes, if any, been limited to amounts Allowed by law? (Sections 27-39-320 and 27-39-321) | Y |
| 6. | Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) | Y |
| 7. | Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) | Y |
| 8. | Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) | Y |
| 9. | Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) | N/A |
| 10. | Are state-imposed court assessments collected and settled | |

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Mayor and Board of Aldermen

monthly? (Section 99-19-73, 83-39-31, etc.) Y

11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y

12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y

13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y

14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) N/A

15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

IV-B6

Minutes of October 7, 2025
Mayor and Board of Aldermen

Long Beach, Mississippi
Certification to Municipal Compliance Questionnaire
Year Ended September 30, 2025

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Long Beach, and, to the best of our knowledge and belief, all responses are accurate.


(City Clerk's Signature)


(Mayor's Signature)

10/01/2025 10/01/2025

Minute Book References:
Book Number _____
Page _____
(Clerk is to enter minute book references when questionnaire is accepted by board.)

IV-B7

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the pay scale for Grant Writer as CSA-8.

It came on for discussion the status of Vape (Hemp) Ordinance. City Attorney Steve Simpson stated he would have the draft ready for approval for the next meeting scheduled Tuesday, October 21st, 2025, at 5:00 PM.

Based on the following recommendation of City Engineer David Ball, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the MCWI/ARPA Funding Corrective Action Letter as follows, and authorize the Mayor to execute same:

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

March 13, 2025

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

RE: MCWI/ARPA Funding – Corrective Action Letters ARPA Project #425

Ladies and Gentlemen:

We received the attached letter from MDEQ regarding the referenced City MCWI/ARPA (MS Municipal & County Water Infrastructure / American Rescue and Protection Act) award.

The letter states the findings and recommendations of Horne Group (MDEQ's Grant Program Administrator for the MCWI/ARPA grants). Several of the issues discovered during their review are either already satisfied due to previous actions by the City or are deemed otherwise satisfactory. Below is a summary of all noted deficiencies along with our comments and/or recommended course of action:

1. Deficiency – Documented Procurement Policies:
 - a. The City has recently adopted compliant procurement policies, but this MDEQ notification letter was likely sent before they had reviewed the City's submitted policies.
2. Deficiency – Grant Attachment C:
 - a. This attachment is included in the contractual requirements of construction contracts; however, it was inadvertently omitted from the City's contracts with Overstreet & Associates. This was a known contract requirement and we have complied with the required terms & conditions since the initiation of our services. Under separate cover, we have submitted proposed amendments to our contracts for the 4 critical drainage projects covered by this MCWI/ARPA Project #425. We suggest the City review and approve those amendments to those professional services contracts, which should correct this issue.
3. Deficiency – Affirmative Action:
 - a. DEQ notes that they deem this item to be satisfied for these contracts, but that the City must take all necessary affirmative action steps in all future procurements. The City has made it standard operating procedure to send notification to the MS Procurement Technical Assistance Program on the same day the bid advertisement proof is provided to the newspaper.
4. Deficiency – Byrd Anti-Lobbying Amendment:
 - a. This attachment is included in the contractual requirements of construction contracts; however, it was inadvertently omitted from the City's contracts with Overstreet & Associates. This was a known contract requirement and we have complied with the required terms & conditions since the initiation of our services. Under separate cover, we have submitted proposed amendments to our contracts for the 4 critical drainage projects covered by this MCWI/ARPA Project #425. We suggest the City review and approve those amendments to those professional services contracts, which should correct this issue.

Biloxi | Long Beach | Pascagoula | Daphne

Minutes of October 7, 2025
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It is our recommendation that the City execute and return the Subrecipient Acknowledgements per the MDEQ notifications, to which we shall attach the contract amendments which will satisfy issue 2 and 4.

Sincerely,

David Ball, P.E.

DB:1249
Attachment



State of Mississippi
TATE REEVES
Governor
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

MISSISSIPPI MUNICIPALITY & COUNTY WATER INFRASTRUCTURE GRANT PROGRAM

September 9, 2025

City of Long Beach
Attention: Mayor Tim Pierce
201 Jeff Davis Avenue
Long Beach, MS 39560

Re: Level I Intervention
Corrective Action Letter #1
Project Name: Critical Drainage Improvements
Agreement Number: 425-I-SW-5.6
Reimbursement Request: #1

Dear Mayor Pierce:

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

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Mayor Pierce
September 9, 2025
Page 2 of 5

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

Issue 1:

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

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

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

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

Issue(s) identified in the procurement of engineering services from Overstreet & Associates, PLLC:

Issue 2:

Section 13. Contracts of the Subaward Agreement *In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachment[] . . . "C" attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.*

Issue: The City failed to include the contract provisions in its contracts.

Required Actions:

- Modify the contracts to include the provisions contained in Attachment C and provide the modification; and
- Include the provisions in all future contracts.

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Mayor Pierce
September 9, 2025
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Due Date: The modification must be provided before future reimbursements will be processed.

Issue 3:

2 CFR 200.321(a) *The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.*

Issue: The City did not take all necessary affirmative steps to assure that small businesses, minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, for the acquisition of professional services required under the subaward.

Required Action: HORNE's MCWI Program Administration Team has reviewed the noncompliance and found the small purchase acquisition of professional services to require no further action. The City must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, in all future procurements.

Issue 4:

2 CFR 200.327. *The non-Federal entity's contracts must contain the applicable provisions covering the following:*

2 CFR 200 Appendix II 200(I). *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.*

Issue: The City failed to include the contract provisions addressing requirements of 2 CFR Appendix II 200(I) and failed to provide the Byrd Anti-Lobbying Amendment Certification required to be filed by the contractor.

Required Actions: Obtain a certification of compliance with the above provision and the Byrd Anti-Lobbying Amendment Certification filing from the contractor and include the provisions in all future contracts.

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Due Date: The certification of compliance and the Byrd Anti-Lobbying Amendment Certification filing must be provided before future reimbursements will be processed.

HORNE's MCWI Program Administration Team is unable to process your Reimbursement Request #1 until you acknowledge your intention to implement the correction actions outlined above by signing below and returning the signed letter to MCWISubrecipient@horne.com.

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

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

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

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

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

Sincerely,

HORNE's MCWI Program Administration Team

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

SUBRECIPIENT ACKNOWLEDGES ACCEPTANCE OF REQUIRED ACTIONS AND INTENTION TO SEEK REIMBURSEMENT

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

By: Timothy A. Duni
Authorized Signature

Date: 10/7/2025

SUBRECIPIENT INTENTION TO WITHDRAW REIMBURSEMENT REQUEST

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

Reimbursement Request Number: _____

By: _____
Authorized Signature

Date: _____

Based on the following recommendation of City Engineer David Ball, Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to award Harbor Hurricane Zeta Repairs to J. E. Borries:

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

October 2, 2025

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

RE: LB Harbor – Hurricane Zeta Repairs
All FEMA Repairs

Ladies and Gentlemen:

FEMA's review of the bids received for the referenced project has been completed, and they have updated their Project Worksheet to include their current estimated cost for the project at \$3,636,925 which includes the hazard mitigation effort for "flow through" decking. For your convenience, we have attached a copy of the official Bid Tab originally provided to the City at the first September meeting.

We note that the contract scope of work associated with FEMA's Project Worksheet will actually cost \$3,777,104 per the bid tab (Base Bid + Alt. Bid 2); however, FEMA maintains that they will pay actual, eligible costs, so it is to be understood that continued coordination with FEMA will be required in order to assure maximal possible reimbursement. Also, FEMA will not participate in Alt. Bid 1, however those items are required in order to restore functionality. Additionally, there are other projects that are also required in order to fully restore full service to the Harbor, including elevated electrical platforms at the entrances to several of the piers which are currently in design.

In light of all the above, we hereby recommend official award of the contract to J.E. Borries, Inc., in the amount of \$3,931,904 which is indicated as Base Bid + Alt. 1 + Alt. 2 on the attached bid tabulation. If this is acceptable, we will If you have any questions, please advise.

Sincerely,

David Ball, P.E.

DB:1377
 Attachment

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CITY OF LONG BEACH
LONG BEACH SMALL CRAFT HARBOR - HURRICANE ZETA REPAIRS - ALL FEMA REPAIRS
sd Date: Tuesday, July 29 2025 2:10:00 AM

				JF Roney, Inc.		JF Tolley Construction, Inc.		GHS Crane & Dismantment, Inc.	
MSB/C License No.				09340-MC		20882-MC		12433-MC	
Addendum No. 1 Acknowledgment				Yes		Yes		Yes	
Addendum No. 2 Acknowledgment				Yes		Yes		Yes	
Classification No. 3 Acknowledgment				Yes		Yes		Yes	
Bid Bond				Yes		Yes		Yes	
PAY ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
BASE BID									
PIER 1									
1-B	12"x33" WOOD PILES	19	EA	\$ 2,200.00	\$ 41,800.00	\$ 1,100.00	\$ 20,900.00	\$ 1,750.00	\$ 33,250.00
1-C	RINGER PIER (DECKING & STRINGERS)	315	LF	\$ 301.00	\$ 95,415.00	\$ 140.00	\$ 44,100.00	\$ 200.00	\$ 63,000.00
1-D	SUBSTRUCTURE (HEADER, X-BRACE, & WALLS)	462	SF	\$ 12.00	\$ 5,544.00	\$ 22.50	\$ 10,395.00	\$ 100.00	\$ 46,200.00
1-E	PIER (STRINGERS & DECKING)	3,750	SF	\$ 14.00	\$ 52,500.00	\$ 61.25	\$ 330,300.00	\$ 35.00	\$ 131,250.00
1-H	PVC PILE CAPS	128	EA	\$ 42.00	\$ 5,376.00	\$ 35.00	\$ 4,480.00	\$ 50.00	\$ 6,400.00
1-I	PVC DOCK BUMPER	150	LF	\$ 20.00	\$ 3,000.00	\$ 7.71	\$ 2,856.50	\$ 50.00	\$ 7,500.00
2-A	1" WATER DISTRIBUTION	500	LF	\$ 8.00	\$ 4,000.00	\$ 13.75	\$ 6,875.00	\$ 77.00	\$ 38,500.00
3-A.1	ELECTRICAL DISTRIBUTION - PIER 1	1	LS	\$ 216,000.00	\$ 216,000.00	\$ 225,000.00	\$ 225,000.00	\$ 183,000.00	\$ 183,000.00
3-B	DOUBLE 30A PEDIESTAL	30	EA	\$ 1,800.00	\$ 54,000.00	\$ 2,612.50	\$ 78,375.00	\$ 1,500.00	\$ 45,000.00
3-C	SINGLE 30A/20A PEDIESTAL	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 2,643.75	\$ 2,643.75	\$ 1,527.00	\$ 1,527.00
3-E	SINGLE 100A	3	EA	\$ 2,300.00	\$ 6,900.00	\$ 2,837.50	\$ 8,512.50	\$ 1,900.00	\$ 5,700.00
3-F	COMPLETE LIGHT ASSEMBLY	8	EA	\$ 1,300.00	\$ 10,400.00	\$ 1,350.00	\$ 10,800.00	\$ 1,083.00	\$ 8,664.00
PIER 2									
1-B	12"x33" WOOD PILES	8	EA	\$ 2,200.00	\$ 17,600.00	\$ 1,100.00	\$ 8,800.00	\$ 1,750.00	\$ 14,000.00
1-C	RINGER PIER (DECKING & STRINGERS)	400	LF	\$ 301.00	\$ 120,400.00	\$ 140.41	\$ 56,164.00	\$ 200.00	\$ 80,000.00
1-D	SUBSTRUCTURE (HEADER, X-BRACE, & WALLS)	42	SF	\$ 35.00	\$ 1,470.00	\$ 22.50	\$ 945.00	\$ 100.00	\$ 4,200.00
1-E	PIER (STRINGERS & DECKING)	6,917	SF	\$ 14.00	\$ 96,838.00	\$ 50.00	\$ 345,850.00	\$ 35.00	\$ 242,143.00
3-A.2	ELECTRICAL DISTRIBUTION - PIER 2	1	LS	\$ 375,000.00	\$ 375,000.00	\$ 387,500.00	\$ 387,500.00	\$ 315,990.00	\$ 315,990.00
3-B	DOUBLE 30A PEDIESTAL	25	EA	\$ 1,800.00	\$ 45,000.00	\$ 2,687.50	\$ 66,687.50	\$ 1,500.00	\$ 37,500.00
3-C	SINGLE 30A/20A PEDIESTAL	31	EA	\$ 1,800.00	\$ 55,800.00	\$ 2,518.75	\$ 78,081.25	\$ 1,527.00	\$ 47,337.00
3-E	SINGLE 100A	1	EA	\$ 2,300.00	\$ 2,300.00	\$ 2,837.50	\$ 2,837.50	\$ 1,900.00	\$ 1,900.00
3-F	COMPLETE LIGHT ASSEMBLY	5	EA	\$ 1,400.00	\$ 7,000.00	\$ 1,350.00	\$ 6,750.00	\$ 1,083.00	\$ 5,415.00
3-G	LIGHT ASSEMBLY, HEAD ONLY	2	EA	\$ 900.00	\$ 1,800.00	\$ 875.00	\$ 1,750.00	\$ 700.00	\$ 1,400.00
PIER 3									
1-E	PIER (STRINGERS & DECKING)	462	SF	\$ 18.00	\$ 8,316.00	\$ 61.25	\$ 28,297.50	\$ 35.00	\$ 16,170.00
1-H	PVC PILE CAPS	61	EA	\$ 42.00	\$ 2,562.00	\$ 35.00	\$ 2,135.00	\$ 50.00	\$ 3,050.00
2-A	1" WATER DISTRIBUTION	85	LF	\$ 8.00	\$ 680.00	\$ 37.50	\$ 3,187.50	\$ 77.00	\$ 6,545.00
3-A.3	ELECTRICAL DISTRIBUTION - PIER 3	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 47,662.50	\$ 47,662.50	\$ 37,500.00	\$ 37,500.00
3-B	DOUBLE 30A PEDIESTAL	6	EA	\$ 1,800.00	\$ 10,800.00	\$ 2,687.50	\$ 16,125.00	\$ 1,500.00	\$ 9,000.00
3-F	COMPLETE LIGHT ASSEMBLY	1	EA	\$ 1,400.00	\$ 1,400.00	\$ 1,350.00	\$ 1,350.00	\$ 1,083.00	\$ 1,083.00
PIER 4									
1-B	12"x33" WOOD PILES	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3-B	DOUBLE 30A PEDIESTAL	13	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1-H	PVC PILE CAPS	72	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PIER 5									
1-B	12"x33" WOOD PILES	4	EA	\$ 2,800.00	\$ 11,200.00	\$ 1,100.00	\$ 4,400.00	\$ 1,750.00	\$ 7,000.00
1-C	RINGER PIER (DECKING & STRINGERS)	1,181	LF	\$ 350.00	\$ 413,350.00	\$ 140.41	\$ 165,777.99	\$ 200.00	\$ 236,000.00
1-D	SUBSTRUCTURE (HEADER, X-BRACE, & WALLS)	250	SF	\$ 18.00	\$ 4,500.00	\$ 22.50	\$ 5,625.00	\$ 100.00	\$ 25,000.00
1-E	PIER (STRINGERS & DECKING)	4,780	SF	\$ 14.00	\$ 66,920.00	\$ 54.41	\$ 260,433.99	\$ 35.00	\$ 167,450.00
1-H	PVC PILE CAPS	183	EA	\$ 42.00	\$ 7,686.00	\$ 35.00	\$ 6,405.00	\$ 50.00	\$ 9,150.00
2-A	1" WATER DISTRIBUTION	400	LF	\$ 9.00	\$ 3,600.00	\$ 25.00	\$ 10,000.00	\$ 77.00	\$ 30,740.00
3-A.5	ELECTRICAL DISTRIBUTION - PIER 5	1	LS	\$ 72,000.00	\$ 72,000.00	\$ 73,250.00	\$ 73,250.00	\$ 60,000.00	\$ 60,000.00
3-B	DOUBLE 30A PEDIESTAL	18	EA	\$ 1,800.00	\$ 32,400.00	\$ 2,475.00	\$ 44,550.00	\$ 1,500.00	\$ 27,000.00
3-C	SINGLE 30A/20A PEDIESTAL	5	EA	\$ 1,800.00	\$ 9,000.00	\$ 2,518.75	\$ 12,593.75	\$ 1,527.00	\$ 7,635.00
3-F	LIGHT ASSEMBLY, HEAD ONLY	2	EA	\$ 900.00	\$ 1,800.00	\$ 875.00	\$ 1,750.00	\$ 700.00	\$ 1,400.00
3-G	COMPLETE LIGHT ASSEMBLY	2	EA	\$ 1,400.00	\$ 2,800.00	\$ 1,350.00	\$ 2,700.00	\$ 1,083.00	\$ 2,166.00
PIER 6									
1-A	GALVANIZED METAL CHAIN LINK FENCE (160 SF WITH 8' X 11' GATE)	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 11,500.00	\$ 11,500.00	\$ 10,000.00	\$ 10,000.00
1-H	PVC PILE CAPS	128	EA	\$ 42.00	\$ 5,376.00	\$ 35.00	\$ 4,480.00	\$ 50.00	\$ 6,400.00
1-I	PVC DOCK BUMPER	150	LF	\$ 20.00	\$ 3,000.00	\$ 7.71	\$ 2,656.50	\$ 50.00	\$ 7,500.00
TRANSIENT PIER									
1-H	PVC PILE CAPS	31	EA	\$ 42.00	\$ 1,302.00	\$ 35.00	\$ 1,085.00	\$ 50.00	\$ 1,550.00
1-J	4-SHIP ALUMINUM LADDER	1	EA	\$ 800.00	\$ 800.00	\$ 3,125.00	\$ 3,125.00	\$ 2,500.00	\$ 2,500.00
3-D	DOUBLE 30A/20A PEDIESTAL	4	EA	\$ 2,400.00	\$ 9,600.00	\$ 3,100.00	\$ 12,400.00	\$ 2,500.00	\$ 10,000.00
3-F	COMPLETE LIGHT ASSEMBLY	4	EA	\$ 1,400.00	\$ 5,600.00	\$ 1,350.00	\$ 5,400.00	\$ 1,083.00	\$ 4,332.00
3-G	LIGHT ASSEMBLY, HEAD ONLY	1	EA	\$ 900.00	\$ 900.00	\$ 875.00	\$ 875.00	\$ 700.00	\$ 700.00
BOAT LAUNCH PIERS									
1-D	SUBSTRUCTURE (HEADER, X-BRACE, & WALLS)	400	SF	\$ 18.00	\$ 7,200.00	\$ 22.50	\$ 9,000.00	\$ 100.00	\$ 40,000.00
1-E	PIER (STRINGERS & DECKING)	200	SF	\$ 22.00	\$ 4,400.00	\$ 61.25	\$ 12,250.00	\$ 35.00	\$ 7,000.00
1-F	2"x4" WHITE SHIP	137	LF	\$ 40.00	\$ 5,480.00	\$ 26.88	\$ 3,682.56	\$ 50.00	\$ 6,850.00
WEST FISHING PIER									
1-A	12"x33" WOOD PILE	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 1,100.00	\$ 2,200.00	\$ 1,750.00	\$ 3,500.00
1-D	SUBSTRUCTURE (HEADER, X-BRACE, & WALLS)	580	SF	\$ 22.00	\$ 12,760.00	\$ 22.50	\$ 13,050.00	\$ 100.00	\$ 58,000.00
1-E	PIER (STRINGERS & DECKING)	1,930	SF	\$ 24.00	\$ 46,320.00	\$ 61.25	\$ 118,212.50	\$ 35.00	\$ 67,550.00
1-G	BANQUET, CHURCH ASSEMBLY	375	LF	\$ 100.00	\$ 37,500.00	\$ 52.25	\$ 19,593.75	\$ 250.00	\$ 93,750.00
1-K	FISH CLEANING STATION, STAINLESS STEEL (26'X32')	1	EA	\$ 2,800.00	\$ 2,800.00	\$ 1,495.00	\$ 1,495.00	\$ 5,000.00	\$ 5,000.00
1-L	FISH CLEANING STATION, WOOD (30'X60')	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 750.00	\$ 750.00	\$ 4,500.00	\$ 4,500.00
1-N	FLOW THROUGH DECKING	240	SF	\$ 42.00	\$ 10,080.00	\$ 48.13	\$ 11,551.20	\$ 45.00	\$ 10,800.00
1-M	WOOD BENCHES	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 1,437.50	\$ 2,875.00	\$ 2,500.00	\$ 5,000.00
2-A	1" WATER DISTRIBUTION	200	LF	\$ 10.00	\$ 2,000.00	\$ 25.00	\$ 5,000.00	\$ 77.00	\$ 15,400.00
3-A.6P	ELECTRICAL DISTRIBUTION - WEST FISHING PIER	1	LS	\$ 19,000.00	\$ 19,000.00	\$ 19,125.00	\$ 19,125.00	\$ 15,200.00	\$ 15,200.00
3-F	COMPLETE LIGHT ASSEMBLY	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 2,775.00	\$ 5,550.00	\$ 2,655.00	\$ 5,310.00
3-G	LIGHT ASSEMBLY, HEAD ONLY	2	EA	\$ 1,400.00	\$ 2,800.00	\$ 1,475.00	\$ 2,950.00	\$ 1,200.00	\$ 2,400.00
3-E	SECURITY CAMERA WITH W/IR TRANSMITTER	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,800.00	\$ 2,800.00
HARBOR									
5-A	RR RAP - NORTH BREAKWATER	42	CY	\$ 320.00	\$ 13,440.00	\$ 375.00	\$ 15,750.00	\$ 500.00	\$ 21,000.00
5-B	RR RAP - SOUTH BREAKWATER	214	CY	\$ 320.00	\$ 68,480.00	\$ 500.00	\$ 108,000.00	\$ 500.00	\$ 108,000.00
32023-A	BATHYMETRIC SURVEY POINT DREDGE	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 37,500.00	\$ 37,500.00	\$ 25,000.00	\$ 25,000.00
32023-B	DEBRIS DREDGING	1,640	CY	\$ 90.00	\$ 147,600.00	\$ 75.00	\$ 123,000.00	\$ 100.00	\$ 164,000.00
WEST JETTY									
2-A	1" WATER DISTRIBUTION	771	LF	\$ 9.00	\$ 6,939.00	\$ 50.00	\$ 38,550.00	\$ 77.00	\$ 59,367.00

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3 A W1	ELECTRICAL GUARDBURN - WEST ENTRY	1	EA	\$ 1,500.00	\$ 19,000.00	\$ 18,250.00	\$ 18,250.00	\$ 15,000.00	\$ 15,000.00
3 A W2	ASSEMBLY LIGHT POLE 15 FT HIGH	3	EA	\$ 4,500.00	\$ 12,700.00	\$ 5,000.50	\$ 5,112.50	\$ 4,000.00	\$ 12,700.00
3 B	LED FIXTURES	6	EA	\$ 7,000.00	\$ 17,000.00	\$ 1,950.00	\$ 11,700.00	\$ 1,800.00	\$ 9,600.00
4 A	CLAY CRABBLE BACKSET	20	CY	\$ 110.00	\$ 2,200.00	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00
4 C	6" X10" IMITATIONS BASE	120	SF	\$ 70.00	\$ 8,400.00	\$ 31.25	\$ 3,750.00	\$ 17.00	\$ 21,000.00
4 D	4" HIGH BRICKWORK SURFACE COURSE	120	SF	\$ 118.00	\$ 13,200.00	\$ 25.00	\$ 3,000.00	\$ 25.00	\$ 3,000.00
4 E	1" HIGH BRICK D CONCRETE PAVEMENT	30	SF	\$ 200.00	\$ 6,000.00	\$ 42.50	\$ 1,275.00	\$ 125.00	\$ 3,750.00
4 F	CONCRETE SIDEWALK STONES 10 FT X 6 FT X 8 IN	48	EA	\$ 1,600.00	\$ 7,200.00	\$ 1,560.00	\$ 6,600.00	\$ 3,500.00	\$ 154,000.00
470 A	CONCRETE SIDEWALK APRON (CURRENT FORD)	17	CY	\$ 1,200.00	\$ 20,400.00	\$ 1,250.00	\$ 21,250.00	\$ 750.00	\$ 12,750.00
MISCELLANEOUS									
2 B	PLUMB FOR SEWERAGE PLUMBING	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 19,375.00	\$ 19,375.00	\$ 35,000.00	\$ 35,000.00
3 A	STEEL POLE STEEL 30 FT	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 5,475.00	\$ 10,350.00	\$ 4,200.00	\$ 8,400.00
4 A	STEEL POLE WITH CROSS BAR FOR 3 TRACS 30 FT X 6 IN DIA	1	EA	\$ 9,000.00	\$ 9,000.00	\$ 5,625.00	\$ 5,625.00	\$ 10,000.00	\$ 10,000.00
4 A	SELECT SARRY BACKSET	34	CY	\$ 60.00	\$ 7,040.00	\$ 34.50	\$ 1,275.00	\$ 30.00	\$ 1,200.00
8 B	VINYL COATED CHARLIEK FENCE (30' L X 4' H)	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 12,125.00	\$ 12,125.00	\$ 35,700.00	\$ 35,700.00
4 C	VINYL COATED CHARLIEK FENCE (180' L X 4' H)	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 9,375.00	\$ 9,375.00	\$ 18,000.00	\$ 18,000.00
6 D	VINYL COATED CHARLIEK GATE (20' L X 4' H)	8	EA	\$ 4,000.00	\$ 32,000.00	\$ 3,750.00	\$ 30,000.00	\$ 5,000.00	\$ 40,000.00
7 A	STEEL RAILROAD 4.25 FT X 3 IN DIA	2	EA	\$ 600.00	\$ 1,200.00	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00
7 B	EDUCATIONAL MON. 3 FT X 4 FT	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 1,875.00	\$ 5,475.00	\$ 1,000.00	\$ 3,000.00
7 C	EDUCATIONAL SIGN 3 FT X 5 FT	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,875.00	\$ 3,750.00	\$ 1,500.00	\$ 3,000.00
7 D	PARK BENCHES & FT X 3 FT HIGH	26	EA	\$ 7,000.00	\$ 20,000.00	\$ 2,187.50	\$ 56,875.00	\$ 1,500.00	\$ 39,000.00
7 E	PARKING BLOCKS	28	EA	\$ 1,200.00	\$ 33,600.00	\$ 1,162.50	\$ 32,550.00	\$ 500.00	\$ 14,000.00
7 F	ALUMINUM SIGN 4 FT X 2 FT	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,875.00	\$ 1,875.00	\$ 1,700.00	\$ 1,500.00
815 A	MECHANIZATION	1	LS	\$ 120,000.00	\$ 120,000.00	\$ 125,000.00	\$ 125,000.00	\$ 200,000.00	\$ 200,000.00
TOTAL UNIT PRICE BASE BID ITEMS					\$ 2,564,354.00 *	\$ 3,352,241.54		\$ 2,407,844.00	
ALTERNATE NO. 1									
1 B	12" X12" WOOD POLE	13	EA	\$ 2,200.00	\$ 28,600.00	\$ 1,800.00	\$ 16,200.00	\$ 1,750.00	\$ 22,750.00
1 C	12" X12" WOOD POLE	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 1,562.50	\$ 4,687.50	\$ 2,500.00	\$ 7,500.00
1 D	ALUMINUM GANGWAY 4 FT X 3 FT	3	EA	\$ 14,000.00	\$ 42,000.00	\$ 16,250.00	\$ 48,750.00	\$ 3,000.00	\$ 15,000.00
2 B	DOUBLE JOA FT DISTAL	25	EA	\$ 1,900.00	\$ 47,500.00	\$ 2,290.00	\$ 57,250.00	\$ 2,000.00	\$ 50,000.00
2 E	SINGLE TROCA	8	EA	\$ 2,500.00	\$ 11,200.00	\$ 1,404.25	\$ 13,625.00	\$ 2,800.00	\$ 11,200.00
3 F	LIGHT ASSEMBLY HEAD ONLY	5	EA	\$ 900.00	\$ 4,500.00	\$ 875.00	\$ 4,375.00	\$ 700.00	\$ 3,500.00
3 G	COMPLETE LIGHT ASSEMBLY	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00	\$ 1,100.00	\$ 1,000.00	\$ 1,000.00
7 G	NAVIGATIONAL DAY MARKER AND LIGHT	2	EA	\$ 6,000.00	\$ 12,000.00	\$ 4,375.00	\$ 9,750.00	\$ 5,000.00	\$ 10,000.00
TOTAL ALTERNATE NO. 1 BID ITEMS					\$ 114,830.00	\$ 155,587.50		\$ 131,033.00	
ALTERNATE NO. 2									
1 N	BLOW BYRO CHECKING	34750	SF	\$ 31.00	\$ 1,137,750.00 *	\$ 76.86	\$ 181,840.00	\$ 39.00	\$ 1,102,560.00
1 P	BLOW BYRO CHECKING BARS/WORK	34750	SF	\$ 7.00	\$ 243,250.00	\$ 1.25	\$ 43,437.50	\$ 5.00	\$ 183,750.00
TOTAL ALTERNATE NO. 2 BID ITEMS					\$ 1,212,750.00 *	\$ 1,933,777.50		\$ 1,286,310.00	
ALTERNATE NO. 3									
ALT. 1 E	TRANSIT CHECKING COVER & ABOVE (BID & IN FIELD)	13020	SF	\$ 8.80	\$ 115,576.00 *	\$ 18.13	\$ 237,493.00	\$ 25.00	\$ 325,750.00
TOTAL ALTERNATE NO. 3 BID ITEMS					\$ 129,218.00 *	\$ 272,493.00		\$ 375,790.00	
TOTAL BASE BID + ALTERNATE NO. 1					\$ 2,719,184.00 *	\$ 3,567,831.04		\$ 3,528,817.00	
TOTAL BASE BID + ALTERNATE NO. 1 + ALTERNATE NO. 2					\$ 3,931,934.00 *	\$ 4,541,404.54		\$ 4,815,147.00	
TOTAL BASE BID + ALTERNATE NO. 1 + ALTERNATE NO. 2 +					\$ 3,948,412.00 *	\$ 3,760,322.94		\$ 3,904,447.00	

1*) - Engineer's Corrected Figure




David S. P. Green
Greenleaf And Associates PLLC
MS PE Kenneth 16545

Based on the following recommendation of City Engineer David Ball, Alderman Frazer made motion seconded by Alderman Bonds and unanimously carried to approve Critical Drainage Projects contract amendments:

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

October 2, 2025

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

RE: Long Beach – ARPA Critical Drainage Projects
Parkwood Area (OA#1318)
Park Row Area (OA #1319)
Briarwood Area (OA #1320)
Magnolia-Dearman Area (OA #1321)

Ladies and Gentlemen:

We have attached proposed contract amendments for each of the referenced projects. These amendments are necessary in order to correct a small oversight in the contract conditions, namely that MDEQ's required Attachment C ("Subaward Terms and Conditions") and the Byrd Anti-Lobbying Amendment Certification were not included. This was an unintended omission and these contract amendments should rectify this condition. We request your approval of these contract amendments and authorization for the Mayor to execute them. Upon approval, we will upload the amendments to the MDEQ grants portal in order to satisfy this requirement.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Ball'.

David Ball, P.E.

DB:1318-1321
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

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AMENDMENT 1 TO AGREEMENT BETWEEN
CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, PLLC.
FOR PARKWOOD DRAINAGE IMPROVEMENTS

It is agreed to modify the contract terms Professional Services for the referenced project in consideration of the below and in accordance with the provisions contained in the Agreement dated April 16, 2024:

A. CONTRACT TERMS & SCOPE

- 1. The ARPA/MCWI grant funding process requires the City's contract for all associated projects and services to contain the following terms & conditions & clauses:
 - a. Attachment C
 - b. Byrd Anti-Lobbying Amendment
- 2. The City's procurement process included those requirements and Overstreet intended to comply and has complied. However, the Contracts failed to include the required provisions.
- 3. The above terms and conditions and clauses are hereby incorporated into this contract with the same force and effect as if originally included therein.

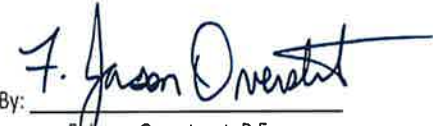
OWNER:

ENGINEER:

CITY OF LONG BEACH, MISSISSIPPI

OVERSTREET & ASSOCIATES, PLLC.

By: 
Timothy I. Pierce
Mayor

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

Date Signed: 10/7/25

Date Signed: 10/1/2025

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ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

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claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

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records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

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The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

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BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

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

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

The Contractor, Overstreet & Assoc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

Jason Overstreet, P.E., Principal
Name and Title of Contractor's Authorized Official

10/2/2025
Date

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AMENDMENT 1 TO AGREEMENT BETWEEN
CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, PLLC.
FOR BRIARWOOD DRAINAGE IMPROVEMENTS

It is agreed to modify the contract terms Professional Services for the referenced project in consideration of the below and in accordance with the provisions contained in the Agreement dated April 16, 2024:

A. CONTRACT TERMS & SCOPE

- 1. The ARPA/MCWI grant funding process requires the City’s contract for all associated projects and services to contain the following terms & conditions & clauses:
 - a. Attachment C
 - b. Byrd Anti-Lobbying Amendment
- 2. The City’s procurement process included those requirements and Overstreet intended to comply and has complied. However, the Contracts failed to include the required provisions.
- 3. The above terms and conditions and clauses are hereby incorporated into this contract with the same force and effect as if originally included therein.

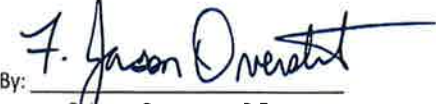
OWNER:

ENGINEER:

CITY OF LONG BEACH, MISSISSIPPI

OVERSTREET & ASSOCIATES, PLLC.

By: 
Timothy I. Pierce
Mayor

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

Date Signed: 10/7/25

Date Signed: 10/1/2025

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**ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

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claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

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records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

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Mayor and Board of Aldermen

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

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Mayor and Board of Aldermen**

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING –
REQUIRED FOR CONTRACTS OVER \$100,000**

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

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

The Contractor, Overstreet & Assoc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

Jason Overstreet, P.E., Principal
Name and Title of Contractor's Authorized Official

10/2/2025
Date

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Mayor and Board of Aldermen

AMENDMENT 1 TO AGREEMENT BETWEEN
CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, PLLC.
FOR PARK ROW DRAINAGE IMPROVEMENTS

It is agreed to modify the contract terms Professional Services for the referenced project in consideration of the below and in accordance with the provisions contained in the Agreement dated April 16, 2024:

A. CONTRACT TERMS & SCOPE

- 1. The ARPA/MCWI grant funding process requires the City's contract for all associated projects and services to contain the following terms & conditions & clauses:
 - a. Attachment C
 - b. Byrd Anti-Lobbying Amendment
- 2. The City's procurement process included those requirements and Overstreet intended to comply and has complied. However, the Contracts failed to include the required provisions.
- 3. The above terms and conditions and clauses are hereby incorporated into this contract with the same force and effect as if originally included therein.

OWNER:

ENGINEER:

CITY OF LONG BEACH, MISSISSIPPI

OVERSTREET & ASSOCIATES, PLLC.

By: 
Timothy I. Pierce
Mayor

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

Date Signed: 10/17/25

Date Signed: 10/1/2025

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Mayor and Board of Aldermen**

**ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

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claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

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records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

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The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

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BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING –
REQUIRED FOR CONTRACTS OVER \$100,000**

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

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

The Contractor, Overstreet & Assoc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Mayor and Board of Aldermen


Signature of Contractor's Authorized Official

Jason Overstreet, P.E., Principal
Name and Title of Contractor's Authorized Official

10/2/2025
Date

Minutes of October 7, 2025
Mayor and Board of Aldermen

AMENDMENT 1 TO AGREEMENT BETWEEN
CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, PLLC.
FOR MAGNOLIA-DEARMAN DRAINAGE IMPROVEMENTS

It is agreed to modify the contract terms Professional Services for the referenced project in consideration of the below and in accordance with the provisions contained in the Agreement dated April 16, 2024:

A. CONTRACT TERMS & SCOPE

- 1. The ARPA/MCWI grant funding process requires the City's contract for all associated projects and services to contain the following terms & conditions & clauses:
 - a. Attachment C
 - b. Byrd Anti-Lobbying Amendment
- 2. The City's procurement process included those requirements and Overstreet intended to comply and has complied. However, the Contracts failed to include the required provisions.
- 3. The above terms and conditions and clauses are hereby incorporated into this contract with the same force and effect as if originally included therein.

OWNER:

ENGINEER:

CITY OF LONG BEACH, MISSISSIPPI

OVERSTREET & ASSOCIATES, PLLC.

By: 
Timothy I. Pierce
Mayor

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

Date Signed: 10/7/25

Date Signed: 10/1/2025

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**ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

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Mayor and Board of Aldermen**

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

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Mayor and Board of Aldermen**

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

**Minutes of October 7, 2025
Mayor and Board of Aldermen**

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

**Minutes of October 7, 2025
Mayor and Board of Aldermen**

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING –
REQUIRED FOR CONTRACTS OVER \$100,000**

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

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

The Contractor, Overstreet & Assoc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Minutes of October 7, 2025
Mayor and Board of Aldermen


Signature of Contractor's Authorized Official

Jason Overstreet, P.E., Principal
Name and Title of Contractor's Authorized Official

10/2/2025
Date

Based on the following recommendation of City Engineer David Ball, Alderman
Frazer made motion seconded by Alderman Bonds and unanimously carried
to accept St. Augustine Drainage Improvements and Easement:

Minutes of October 7, 2025
Mayor and Board of Aldermen



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

October 2, 2025

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

RE: St. Augustine cul-de-sac Drainage Improvements and Easement

Ladies and Gentlemen:

Previously, the Board has requested that Public Works and Engineering provide an estimate of the cost to obtain an easement from the appropriate property owner and to construct limited drainage improvements to enhance the runoff from the St. Augustine cul-de-sac. Public Works intends to cut the curb & gutter at the cul-de-sac and then construction drainage improvements (including limited lengths of drainage culvert) to direct the stormwater runoff out of the cul-de-sac and into Canal 1. In light of that, we offer the following:

- 1. Preparing and obtaining a permanent drainage easement - \$500
- 2. Construction of the proposed drainage improvements - \$6000

The above figures are estimates only and are intended as "not to exceed" amounts. Please advise if any further information is desired regarding this issue.

Sincerely,

David Ball, P.E.

DB:539

Based on the following recommendation of City Engineer David Ball, Alderman McCaffrey made motion seconded by Alderman McGoey and unanimously carried to approve Magnolia Run Revised Plans for drainage as follows:

Minutes of October 7, 2025
Mayor and Board of Aldermen



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

September 29, 2025

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

RE: Magnolia Run - Revised Plans for Drainage Changes

Ladies and Gentlemen:

The Engineer for the referenced development has submitted construction plans, specifications, and detention calculations that appear to meet all City requirements for approval. This letter could be spread in the City's minutes in order to document the developer's satisfaction of the revised drainage routing as approved by the City at the meeting of June 17, 2025.

Sincerely,

David Ball, P.E.

DB:539

Alderman Frazer made motion seconded by Alderman McCaffrey and
unanimously carried to approve and award Public Works annual bids as follows:

**Minutes of October 7, 2025
Mayor and Board of Aldermen**



TO: Mayor Pierce and Board of Aldermen
CC: City Clerk
FROM: Mike Glass, Project Manager – Public Works
DATE: September 25, 2025
RE: Annual Bid – “Hot Bituminous Pavement Type SC-1 **AND** In-Place Hot Bituminous Pavement Type SC-1 – October 1, 2025 – September 30, 2026

I have received and reviewed the bids for both “Hot Bituminous Pavement Type SC-1 **AND** In-Place Hot Bituminous Pavement Type SC-1 and recommend that the City of Long Beach award this bid to:

Warren Paving, Inc.
11211 Reichold Rd.
PO Box 2545
Gulfport, MS 39505

A handwritten signature in blue ink, appearing to be "MK" or similar, located to the right of the Warren Paving, Inc. address.

Minutes of October 7, 2025
Mayor and Board of Aldermen



TO: Mayor Pierce and Board of Aldermen

CC: City Clerk

FROM: Mike Glass, Project Manager – Public Works

DATE: September 25, 2025

RE: Annual Bid – “Chlorine for Public Water Distribution System” - October 1, 2025 – September 30, 2026

I have received and reviewed the bids for “Chlorine for Public Water Distribution System” and recommend that the City of Long Beach award this bid to:

PVS DX, Inc.
PO Box 11447
Chickasaw, AL 36671

A handwritten signature in blue ink, appearing to be "MK".

**Minutes of October 7, 2025
Mayor and Board of Aldermen**



TO: Mayor Pierce and Board of Aldermen
CC: City Clerk
FROM: Mike Glass, Project Manager – Public Works
DATE: September 25, 2025
RE: Annual Bid – “Crushed Limestone” - October 1, 2025 – September 30, 2026

I have received and reviewed the bids for “Crushed Limestone” and recommend that the City of Long Beach award this bid to:

Warren Paving, Inc.
11211 Reichold Rd.
PO Box 2545
Gulfport, MS 39505

A handwritten signature in blue ink, appearing to be "W".

Minutes of October 7, 2025
Mayor and Board of Aldermen



TO: Mayor Pierce and Board of Aldermen

CC: City Clerk

FROM: Mike Glass, Project Manager – Public Works

DATE: September 25, 2025

RE: Annual Bid – “Polyethylene Culvert Pipe” - October 1, 2025 – September 30, 2026

I have received and reviewed the bids for “Polyethylene Culvert Pipe (Smooth Interior Only)” and recommend that the City of Long Beach award this bid to:

Coburn Supply Company
2378 John Hill Boulevard
Gulfport, MS 39501

A handwritten signature in blue ink, appearing to be "N".

**Minutes of October 7, 2025
Mayor and Board of Aldermen**



TO: Mayor Pierce and Board of Aldermen
 CC: City Clerk
 FROM: Mike Glass, Project Manager – Public Works
 DATE: September 25, 2025
 RE: Annual Bid – “PVC Sewer Pipe & Fittings, Water Pipe & Fittings, Fire Hydrant & Gate Valves” - October 1, 2025 – September 30, 2026

I have received and reviewed the bids for “PVC Sewer Pipe & Fittings, Water Pipe & Fittings, Fire Hydrant & Gate Valves” and recommend that the City of Long Beach award this bid to:

CATEGORY 1

Ferguson Waterworks
 14231 Seaway Road, Unit B-5
 Gulfport, MS 39501

CATEGORY 2

Central Pipe Supply
 101 Ware Road
 PO Box 5470
 Pearl, MS 39288-5470

Minutes of October 7, 2025
Mayor and Board of Aldermen



TO: Mayor Pierce and Board of Aldermen
CC: City Clerk
FROM: Mike Glass, Project Manager – Public Works
DATE: September 25, 2025
RE: Annual Bid – “Ready Mix Concrete” - October 1, 2025 – September 30, 2026

I have received and reviewed the sole bid for “Ready Mix Concrete” and recommend that the City of Long Beach award this bid to:

MMC Materials (Bayou Concrete)
14312 Creosote Rd.
PO Box 3868
Gulfport, MS 39505

A handwritten signature in blue ink, appearing to be "MC".

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve maintenance agreement for Recreation/Senior Center AC with ENFRA as follows, and authorize the Mayor to execute same:

Minutes of October 7, 2025
Mayor and Board of Aldermen



City of Long Beach Senior Center PM/Coil
Cleaning

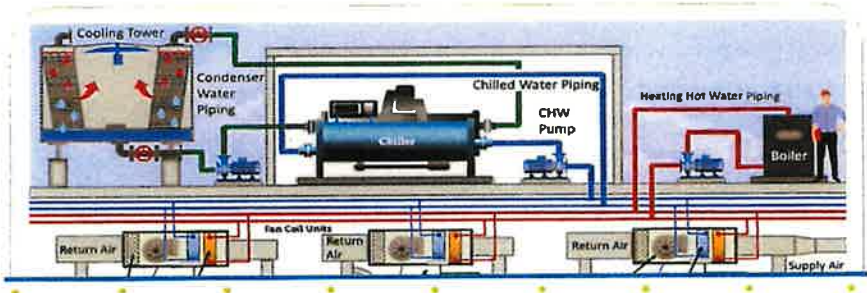
Proposed Project Agreement

Prepared By:
Kenny Morales

kenny.morales@enfrasolutions.com

Prepared For:
Ryan Ladner
201 Jeff Davis Ave
Long Beach, MS 39560

Date:
9/9/2025
Proposal Number:
P17637



- | | | | | |
|---|-------------------------|--|---|---|
| ENGINEERING
DESIGN
MECHANICAL,
ELECTRICAL,
PLUMBING | COMMISSIONING | PREVENTATIVE
MAINTENANCE | MEASUREMENT
& VERIFICATION | MONITORED-
BASED
COMMISSIONING
ENFRA CONNECT |
| TURN-KEY
PROJECT
DELIVERY | RETRO-
COMMISSIONING | EQUIPMENT
REPAIR AND
REPLACEMENT | S.A.F.E WORK
SEE IT, ASSESS IT,
FIX IT, EVERY DAY | |

 TECHNICAL SUPPORT	 EXTENDED USEFUL LIFE OF EQUIPMENT	 24-HOUR EMERGENCY SERVICE	 ENERGY SAVINGS	 LOWER OPERATING COSTS	 MINIMIZED BREAKDOWNS, REPAIR & REPLACEMENT COSTS
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Minutes of October 7, 2025
Mayor and Board of Aldermen



Proposal Date: 9/9/2025
Proposal #: P17635

PROJECT PROPOSAL

City of Long Beach Senior Center Coil Replacement

Company: ENFRA	Bill To: City of Long Beach 201 Jeff Davis Ave Long Beach, MS 39560	Agreement Location: City of Long Beach 201 Jeff Davis Ave Long Beach, MS 39560
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WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

ENFRA Services Proposes to furnish labor, materials and equipment to perform the following scope of work:

- Demo and remove existing coil in AHU serving gym.
- Rig and hoist new coil into mezzanine area.
- Supply and install new coil in AHU.
- Supply and install new TXV valve.
- Reconnect piping, charge with refrigerant and place unit back into service.

Current lead time on replacement coil is 4-5 weeks. Coil is Not coated. If coating is required, we can add to the proposal. Coating will add approximately one week to lead time.

Clarifications/Exclusions:

- Cost of R-22 refrigerant is NOT included in this proposal. Refrigerant will be weighed in at time of installation and billed separately.
- State of Mississippi MPC Tax is included in this proposal.
- Bond is Not included in this proposal. If required, can be included at cost.
- Proposal is based upon work being performed during normal working hours.

OUR PRICE FOR THIS PROPOSAL IS\$38,976.00

This proposal is good for 30 days

Note on Tariffs and Supply Chain Disruptions: Our industry could experience product shortages and/or price increases due to tariffs, changes in applicable law, and other supply chain issues. At this time, we cannot quantify the effect, if there are any, on your project. If circumstances change, however, ENFRA may re-price open quotations and agreements. We will provide advance notice of any adjustments with supporting documentation and work to minimize price increases and supply chain disruptions to the extent possible. Please do not hesitate to contact us to discuss it in more detail and to develop a strategy for your project.

Minutes of October 7, 2025
Mayor and Board of Aldermen



Proposal Date: 9/9/2025
Proposal #: P17635

A Purchase Order is accepted or upon execution as provided below. This agreement shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that they have authority to enter into this Agreement.

ENFRA MCC, LLC

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

Customer

Signature (Authorized Representative)
Timothy I Pierce

Name (Print/ Type)
Mayor

Title
10/07/25

Date PO#

Minutes of October 7, 2025
Mayor and Board of Aldermen



Proposal Date: 9/9/2025
Proposal #: P17635

Terms and Conditions

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours unless specifically stated otherwise elsewhere within this Agreement.
2. Contractor warrants that the workmanship hereunder shall be free from defects for ninety (90) days from date of installation. If any replacement part of item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under manufacturer's warranty will be at Customer's expense and at the rates then in effect.
3. Payment is due within 30 days of Customer's receipt of Contractor's invoice. If an invoice remains unpaid 30 days after its due date, Contractor may stop its work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this agreement.
6. Contractor is not liable for delay, damage, or failure in its performance due to causes beyond its reasonable control, including without limitation, fire, flood, strikes, labor disputes, acts of war, acts of nature, terrorism, civil unrest, government acts or delays in acting, judicial orders, pandemics, epidemics, public health emergencies, or any other like reason which is beyond Contractor's control.
7. Contractor is not liable for unforeseen or hidden site conditions or for the effects of site conditions that are beyond the scope of this Agreement.
8. Each party (the "Indemnifying Party") shall defend and indemnify the other party (the "Indemnified Party") against all liability, losses, and expenses asserted by third parties ("Claims") for (i) personal injuries, including death, disease, or disability of any person, and (ii) property damage to the extent such Claims are caused by the negligent act or omission of the Indemnifying Party and regardless of whether the Indemnified Party is alleged or adjudged to be partially or concurrent at fault. This section shall survive termination of this Agreement for any reason. Compliance with any insurance requirements shall not relieve the Indemnifying Party of its liability and obligation to defend and indemnify the Indemnified Party as set forth in this section.
9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
10. Contractor's obligation under this Agreement does not include the identification, abatement, or removal of asbestos or other toxic or hazardous substances, hazardous wastes, or hazardous materials. If Contractor encounters such substances, wastes, or materials, its sole obligation will be to notify Customer of their existence. Contractor shall have the right to suspend its work until removal by others of such substances, wastes, or materials. The time for completion of the work shall be adjusted to the extent caused by Contractor's suspension and the price shall be equitably adjusted.
11. If either party retains counsel to assert or defend a claim or cause of action arising under this Agreement and obtains a judgment or award thereon, the prevailing party as determined by a court of competent jurisdiction or duly authorized arbitrator(s) shall be entitled to recover its legal costs, including but not limited to costs of court and reasonable attorneys' fees, from the non-prevailing party.
12. Contractor and Customer waive claims against each other for consequential, economic, and indirect damages relating to this Agreement whether arising in contract, tort (including negligence), equity, or otherwise.

Minutes of October 7, 2025 Mayor and Board of Aldermen



Proposal Date: 9/9/2025
Proposal #: P17635

Terms and Conditions

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7. Contractor is not liable for unforeseen or hidden site conditions or for the effects of site conditions that are beyond the scope of this Agreement.
8. Each party (the "Indemnifying Party") shall defend and indemnify the other party (the "Indemnified Party") against all liability, losses, and expenses asserted by third parties ("Claims") for (i) personal injuries, including death, disease, or disability of any person, and (ii) property damage to the extent such Claims are caused by the negligent act or omission of the Indemnifying Party and regardless of whether the Indemnified Party is alleged or adjudged to be partially or concurrent at fault. This section shall survive termination of this Agreement for any reason. Compliance with any insurance requirements shall not relieve the Indemnifying Party of its liability and obligation to defend and indemnify the Indemnified Party as set forth in this section.
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10. Contractor's obligation under this Agreement does not include the identification, abatement, or removal of asbestos or other toxic or hazardous substances, hazardous wastes, or hazardous materials. If Contractor encounters such substances, wastes, or materials, its sole obligation will be to notify Customer of their existence. Contractor shall have the right to suspend its work until removal by others of such substances, wastes, or materials. The time for completion of the work shall be adjusted to the extent caused by Contractor's suspension and the price shall be equitably adjusted.
11. If either party retains counsel to assert or defend a claim or cause of action arising under this Agreement and obtains a judgment or award thereon, the prevailing party as determined by a court of competent jurisdiction or duly authorized arbitrator(s) shall be entitled to recover its legal costs, including but not limited to costs of court and reasonable attorneys' fees, from the non-prevailing party.
12. Contractor and Customer waive claims against each other for consequential, economic, and indirect damages relating to this Agreement whether arising in contract, tort (including negligence), equity, or otherwise.

Minutes of October 7, 2025
Mayor and Board of Aldermen



Proposal Date: 9/8/2025
Proposal #: P17637

Terms and Conditions

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8. Each party (the "Indemnifying Party") shall defend and indemnify the other party (the "Indemnified Party") against all liability, losses, and expenses asserted by third parties ("Claims") for (i) personal injuries, including death, disease, or disability of any person, and (ii) property damage to the extent such Claims are caused by the negligent act or omission of the Indemnifying Party and regardless of whether the Indemnified Party is alleged or adjudged to be partially or concurrent at fault. This section shall survive termination of this Agreement for any reason. Compliance with any insurance requirements shall not relieve the Indemnifying Party of its liability and obligation to defend and indemnify the Indemnified Party as set forth in this section.
9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
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11. If either party retains counsel to assert or defend a claim or cause of action arising under this Agreement and obtains a judgment or award thereon, the prevailing party as determined by a court of competent jurisdiction or duly authorized arbitrator(s) shall be entitled to recover its legal costs, including but not limited to costs of court and reasonable attorneys' fees, from the non-prevailing party.
12. Contractor and Customer waive claims against each other for consequential, economic, and indirect damages relating to this Agreement whether arising in contract, tort (including negligence), equity, or otherwise.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve proposed service contract for Recreation/Senior Center AC with ENFRA as follows, and authorize the Mayor to execute same:

Minutes of October 7, 2025
Mayor and Board of Aldermen



City of Long Beach Senior Center PM/Coil
Cleaning

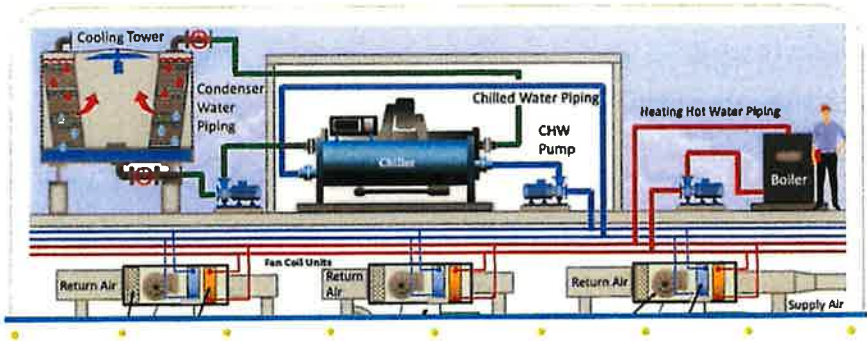
Proposed Project Agreement

Prepared By:
Kenny Morales

kenny.morales@enfrasolutions.com

Prepared For:
Ryan Ladner
201 Jeff Davis Ave
Long Beach, MS 39560

Date:
9/9/2025
Proposal Number:
P17637



- | | | | | |
|---|-------------------------|--|---|---|
| ENGINEERING
DESIGN
MECHANICAL,
ELECTRICAL,
PLUMBING | COMMISSIONING | PREVENTATIVE
MAINTENANCE | MEASUREMENT
& VERIFICATION | MONITORED-
BASED
COMMISSIONING
ENFRA CONNECT |
| TURN-KEY
PROJECT
DELIVERY | RETRO-
COMMISSIONING | EQUIPMENT
REPAIR AND
REPLACEMENT | S.A.F.E WORK
SEE IT, ASSESS IT,
FIX IT, EVERY DAY | |

 TECHNICAL SUPPORT	 EXTENDED USEFUL LIFE OF EQUIPMENT	 24-HOUR EMERGENCY SERVICE	 ENERGY SAVINGS	 LOWER OPERATING COSTS	 MINIMIZED BREAKDOWNS, REPAIR & REPLACEMENT
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Minutes of October 7, 2025
Mayor and Board of Aldermen



Proposal Date: 9/8/2025
Proposal #: P17637

PROJECT PROPOSAL

City of Long Beach Senior Center PM/Coil Cleaning

Company: ENFRA	Bill To: City of Long Beach 201 Jeff Davis Ave Long Beach, MS 39560 Ryan Ladner	Agreement Location: City of Long Beach 201 Jeff Davis Ave Long Beach, MS 39560 Ryan Ladner
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WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

Provide labor to perform an annual PM on the AHU at the Senior Center.

Scope:

- check belts, grease bearings and clean pans and drains for unit as needed
- Includes coil cleaning

OUR PRICE FOR THIS PROPOSAL IS
.....\$1,524.75

This proposal is good for 30 days

Note on Tariffs and Supply Chain Disruptions: Our industry could experience product shortages and/or price increases due to tariffs, changes in applicable law, and other supply chain issues. At this time, we cannot quantify the effect, if there are any, on your project. If circumstances change, however, ENFRA may re-price open quotations and agreements. We will provide advance notice of any adjustments with supporting documentation and work to minimize price increases and supply chain disruptions to the extent possible. Please do not hesitate to contact us to discuss it in more detail and to develop a strategy for your project.



Proposal Date: 9/8/2025

A Purchase Order is accepted or upon execution as provided below. This agreement shall become a binding agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that they have authority to enter into this Agreement.

ENFRA MCC, LLC

Signature (Authorized Representative) _____
Name (Print/ Type) _____
Title _____
Date _____

Customer
Signature (Authorized Representative) _____
Name (Print/ Type) Timothy I. Pierce
Title Mayor
Date 10/7/25 PO# _____

Minutes of October 7, 2025 Mayor and Board of Aldermen



Proposal Date: 9/9/2025
Proposal #: P17637

Terms and Conditions

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6. Contractor is not liable for delay, damage, or failure in its performance due to causes beyond its reasonable control, including without limitation, fire, flood, strikes, labor disputes, acts of war, acts of nature, terrorism, civil unrest, government acts or delays in acting, judicial orders, pandemics, epidemics, public health emergencies, or any other like reason which is beyond Contractor's control.
7. Contractor is not liable for unforeseen or hidden site conditions or for the effects of site conditions that are beyond the scope of this Agreement.
8. Each party (the "Indemnifying Party") shall defend and indemnify the other party (the "Indemnified Party") against all liability, losses, and expenses asserted by third parties ("Claims") for (i) personal injuries, including death, disease, or disability of any person, and (ii) property damage to the extent such Claims are caused by the negligent act or omission of the Indemnifying Party and regardless of whether the Indemnified Party is alleged or adjudged to be partially or concurrent at fault. This section shall survive termination of this Agreement for any reason. Compliance with any insurance requirements shall not relieve the Indemnifying Party of its liability and obligation to defend and indemnify the Indemnified Party as set forth in this section.
9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
10. Contractor's obligation under this Agreement does not include the identification, abatement, or removal of asbestos or other toxic or hazardous substances, hazardous wastes, or hazardous materials. If Contractor encounters such substances, wastes, or materials, its sole obligation will be to notify Customer of their existence. Contractor shall have the right to suspend its work until removal by others of such substances, wastes, or materials. The time for completion of the work shall be adjusted to the extent caused by Contractor's suspension and the price shall be equitably adjusted.
11. If either party retains counsel to assert or defend a claim or cause of action arising under this Agreement and obtains a judgment or award thereon, the prevailing party as determined by a court of competent jurisdiction or duly authorized arbitrator(s) shall be entitled to recover its legal costs, including but not limited to costs of court and reasonable attorneys' fees, from the non-prevailing party.
12. Contractor and Customer waive claims against each other for consequential, economic, and indirect damages relating to this Agreement whether arising in contract, tort (including negligence), equity, or otherwise.

Minutes of October 7, 2025
Mayor and Board of Aldermen



Proposal Date: 9/9/2025
Proposal #: P17637

Terms and Conditions

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours unless specifically stated otherwise elsewhere within this Agreement.
2. Contractor warrants that the workmanship hereunder shall be free from defects for ninety (90) days from date of installation. If any replacement part of item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under manufacturer's warranty will be at Customer's expense and at the rates then in effect.
3. Payment is due within 30 days of Customer's receipt of Contractor's invoice. If an invoice remains unpaid 30 days after its due date, Contractor may stop its work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this agreement.
6. Contractor is not liable for delay, damage, or failure in its performance due to causes beyond its reasonable control, including without limitation, fire, flood, strikes, labor disputes, acts of war, acts of nature, terrorism, civil unrest, government acts or delays in acting, judicial orders, pandemics, epidemics, public health emergencies, or any other like reason which is beyond Contractor's control.
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12. Contractor and Customer waive claims against each other for consequential, economic, and indirect damages relating to this Agreement whether arising in contract, tort (including negligence), equity, or otherwise.

It came on for discussion replacement of the AC units at Long Beach Harbor House. Harbor Master David Falks has received one quote and was in the process of obtaining additional quotes to present to the board. It was the consensus of the board to table the matter until additional quotes were obtained.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the Long Beach School District request to hang banners at approved locations as directed by Community Affairs Director Courtney Cuevas-Welch.

Minutes of October 7, 2025
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman McCaffrey to declare an Executive Session for the transaction of public business, to wit: To seek the legal advice and counsel of the City Attorney regarding response and amendments to Cities proposed lease with Long Beach Harbor Resorts.

The question having received the affirmative voice vote of all 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 Alderman Frazer made motion seconded by Alderman McCaffrey to send back the proposal making corrections of base rent requirement and adding back section 16.3 back into the proposed lease with Long Beach Harbor Resort.

Alderman Giuffra made a substitute motion seconded by Alderman McGoey to reject the proposed amended LBHR lease.

The question being put to a roll call vote with the results as follows:

Alderman Patrick Bennett	voted	Absent – not voting
Alderman Jesse Allen	voted	Aye
Alderman Joseph “Joey” Giuffria	voted	Aye
Alderman Donald Frazer	voted	Nay
Alderman Timothy McCaffrey, Jr.	voted	Nay
Alderman Greg Bonds	voted	Aye
Alderman Pete L. McGoey	voted	Aye

The question having received an affirmative vote of the majority of the Aldermen present and voting, the Mayor declared the motion carried.

Minutes of October 7, 2025
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There being no further business to come before the Mayor and Board of Alderman at this time, Alderman McGoey made motion seconded by Alderman Bonds and unanimously carried to adjourn until the next regular scheduled meeting in due course.

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Jesse Allen, Ward 2

Alderman Joseph “Joey” Giuffria, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Greg Bonds, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Emma Ward, City Clerk