

**Minutes of June 2, 2026
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF JUNE 2, 2026
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.**

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
- V. AMENDMENTS TO THE MUNICIPAL DOCKET
- VI. APPROVAL OF MUNICIPAL DOCKET
- VII. PUBLIC COMMENTS
- VIII. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- IX. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. May 19, 2026 - Regular
 - 2. PLANNING COMMISSION
 - a. May 28, 2026 - Regular
- X. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 060226
- XI. UNFINISHED BUSINESS
- XII. NEW BUSINESS
 - 1. Special Events Application & Fee Waiver - Ainsley's Angels of South Mississippi 5K; Amber Geiser
 - 2. Discussion - When use ordinance granting a hardship; Alderman Frazer
 - 3. Resolution - Striping Klondyke Road from LaRosa Road to E Old Pass Road
 - 4. Resignation - Civil Service Commissioner Ron Gross after 18 years of service.
 - 5. Appoint - Civil Service Commission; Alderman McGoey
 - 6. Resignation - Tree Board Member Jana Montgomery
 - 7. Approve - Adoption of minute book 112 as the next consecutive numbered minute books.
 - 8. Authorize - Mayor to execute (6) contract with Sparklight.
 - 9. Request - Memorial Tree to be planted at Dog Park in memory of Parks and Rec Laborer Sebastien Claveau; LouAnna Claveau.
 - 10. Status - Indigent application for cemetery with Attorney Simpson; Alderman McGoey
 - 11. Status - Processes/Logistics for the completion of the paving on Townsend Flurry Road; Alderman McGoey
 - 12. Request - Tee box enhancements to the disc golf course in the amount of \$2,500; Alderman McGoey
 - 13. Reappoint - Library Board member Julia Speed; Donald Frazer
 - 14. Review - Stipend for Deputy City Clerks; Alderman Gluffria
 - 15. Time extension Downtown Revitalization Grant
 - 16. Time extension Quarles House Grant
 - 17. Execute - contract Crowder Gulf Removal, 72-hour push was approved and executed at pervious meeting
 - 18. Execute - contract Covington disaster debris monitoring service.
 - 19. Approve - Proposed budget work sessions schedule
 - 20. Discussion - Overlay from Highway 90 to Railroad; Alderman Bennett
 - 21. Request - Additional headstone on plot at cemetery; Ronald Kelley
 - 22. Approve - Changes to Civil Service Rules and Regulations regarding employee leave policy
- XIII. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Mayor's Office - Resignation (1)
 - b. Police Department - Temp Appointment (1); Step Increase (2)
 - c. Fire Department - Promotlon (1)
 - 3. CITY CLERK
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - a. Night Out Against Crime Date Change
 - 6. ENGINEERING
 - a. Minor & Emergency Services RFQ
 - b. Daugherty Road Well Repairs - MCWI requirements
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 10. HARBOR
 - 11. COMMUNITY AFFAIRS
 - 12. DERELICT PROPERTIES
- XIV. REPORT FROM CITY ATTORNEY
- XV. ADJOURN (OR) RECESS

**Minutes of June 2, 2026
Mayor and Board of Aldermen**

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 June, 2026, 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, Patrick Bennett, Jesse Allen, Joey Giuffria, Timothy McCaffrey, Jr., Greg Bonds, Pete L. McGoey, City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

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

There were no public hearing to be heard at this time.

Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to amend the municipal docket to include under new business, item #23 contracts & road work.

Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve the municipal docket including aforesaid amendment.

The Mayor opened the floor for public comments, and no one came forward to be heard at this time.

There were no announcements, presentations, or proclamations at this time.

Alderman McCaffrey made motion, seconded by Alderman Allen, and unanimously carried to approve the Regular Minutes of the Mayor and Board of Aldermen dated May 19, 2026, as submitted.

Minutes of June 2, 2026 Mayor and Board of Aldermen

Alderman Bennett made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the Planning and Development Commission Minutes of May 28, 2026, as submitted.

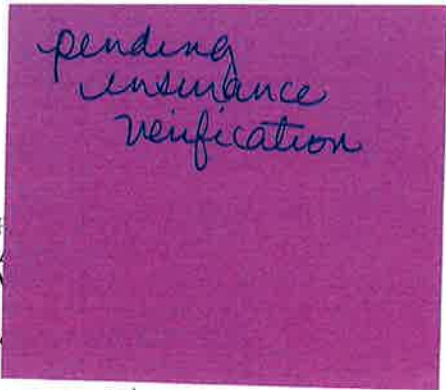
Alderman McCaffrey made motion, seconded by Alderman Bennett, and unanimously carried to approve payment of invoices as listed on Docket of Claims number 060226, as submitted.

Alderman McCaffrey made motion, seconded by Alderman Bennett, and unanimously carried to approve the Special Events Application and Fee Waiver for the Ainsley's Angels of South Mississippi 5K, pending insurance:



CITY OF LONG BEACH
PARKS AND RECREATION DEPT.
APPLICATION FOR PERMIT
TOWN GREEN

EMERGENCY CONTACT DURING EVENT: Ryan



Group / Individual Name (Permittee):

Ainsley's Angels of South Mississippi

Telephone Number: 228-697-3987 Email: southms@ainsleysangels.org

Street Address: 4289 Tux River Circle

City Diberville State MS Zip 39540

Type of Event: 5K

Start Time: 7:00 am

Closing Time: 11:00 am

It is agreed between the City of Long Beach and the permittee that the named facility is reserved on

Aug 15, 2026
(Date)

The person(s) requesting this permit:

1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time and will hold the City of Long Beach harmless of any damage done to permittee or permittee'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: Amber Beuser Date: 5/20/2026

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

fee waiver request 50123 ~ 1 ~

Minutes of June 2, 2026 Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND INDEMNITY

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 Amber Geiser, Ambassador sons, 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 20 day of May, 2024.

Authorized Signature Amber A Geiser

Witness _____

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 should do so by contacting City Hall for reservations at 228-863-1556 if the facility is not rented then it is a 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 closing the Town Green to the general public. When renting the shoo-fly area the permittee 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 permittee. However, the City does rent their stage and bleacher area north and south Gazebo and the shoo-fly area. You can get the rental fees for those areas by contacting the Parks and Recreation Department at 228-669-7601

Cooking on the town green is prohibited.

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 permittee 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 the 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 Recreations Department.

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

Initial: AG

**Minutes of June 2, 2026
Mayor and Board of Aldermen**



May 20, 2026

Office of the Mayor and Board of Aldermen
City of Long Beach
201 Jeff Davis Ave. Long Beach, MS 39560

RE: Request to Waive Town Green Rental Fees for the 11th Annual Spread Your Wings 5K

Dear Mayor and Board of Aldermen,

On behalf of Ainsley's Angels of America and our local South Mississippi Ambassadorship, I am writing to formally request a waiver of the rental fees associated with utilizing the Town Green for our upcoming event, the 11th Annual Spread Your Wings 5K and Virtual Race, scheduled for Saturday, August 15, 2026.

Ainsley's Angels of America is a registered 501(c)(3) non-profit organization dedicated to raising awareness for the special needs and physically challenged community. Our mission is to provide the irreplaceable gift of mobility and promote 100% inclusion by ensuring everyone can experience endurance events. We take great pride in the fact that all proceeds and funds raised from this race are utilized locally to support our mission of inclusion right here in our community.

The Spread Your Wings 5K has a strong, proven track record of bringing positive attention and economic benefit to the City of Long Beach. During our 2025 event last year, we hosted over 150 registered runners and riders who traveled from all over the United States to participate. This influx of visitors directly benefited local businesses; dozens of our athletes, families, and spectators stayed overnight at The Inn at Long Beach and proudly patronized several downtown restaurants throughout the race weekend. For our upcoming 2026 race, we are projecting an even larger audience of approximately 300 participants, which will bring further visibility and economic patronage to the downtown area.

Ainsley's Angels of America

www.ainsleysAngels.org | SouthMS@ainsleysangels.org

As a local charity, we operate with a sharp focus on ensuring every dollar raised goes directly toward purchasing the specialized Freedom race chairs that allow our Rider Athletes to cross the finish line. While we are aware that the city generously offers a reduced rate for verified non-profits, we respectfully ask the Board of Aldermen to consider waiving the rental fees entirely for this community-wide, family-friendly event. We believe this waiver reflects a shared commitment to building a more inclusive and welcoming environment for individuals of all abilities.

Thank you for your time, consideration, and continued support of Ainsley's Angels. We look forward to working closely with the Parks and Recreation Department and the City Clerk's Office to ensure another safe, successful, and inspiring event.

Together, We Shall!

Respectfully submitted,

Amber Geiser, Race Director

Ainsley's Angels in South Mississippi

Enclosure: 501(c)(3) Tax Status Documentation

Ainsley's Angels of America

www.ainsleysAngels.org | SouthMS@ainsleysangels.org

Minutes of June 2, 2026 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: Spread Your Wings 5K

Please give a brief description of the proposed event:

Inclusive 5K and finisher's expo.

Event Day (s) & Date (s): Aug 15, 2026 Event Time (s): 8:00 - 10:00 am

Set-Up Date & Time: 7:00 am Tear-Down Date & Time: 11:00 am

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

Event Location Description: 5K to start + finish @ town green.

Sponsoring Organization's Legal Name: Ainsley's Angels

Organization Agent: Amber Geiser

Phone: 228-697-3987 Home: _____ Cell: 228-697-3987 During Event

Agent's Address: 4289 Tux River Cr Dillerville, MS 39540

Agent's E-mail Address: southms@ainsleysangels.org

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

How many years has this event occurred? This is the 11th event; 2nd time in Long Beach.

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: 7:50 Through Date/Time: 10:00

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

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

If yes, what time? _____ Until _____

ATTENDANCE: What is expected (estimated) attendance for this event? 300

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

If yes, you must obtain a permit through the Building/Permit Department.

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

If yes, how many? _____

As an event organizer, you must consider the availability of restroom facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

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property matters. Attorney Simpson explained that an individual may request a hardship if the matter pertains to private property and outlined where such provisions may be found within the ordinance. After considerable discussion, no action was needed or taken.

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on the 2nd day of June, 2026, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

RESOLUTION SEEKING THE ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS IN THE STRIPING OF KLONDYKE ROAD, BETWEEN LAROSA ROAD SOUTHWARD TO NEAR OLD PASS ROAD

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

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

WHEREAS, the City of Long Beach is without sufficient resources and proper equipment to stripe Klondyke Road between Larosa Road and Old Pass Road, Long Beach, MS as such is necessary and desirable for municipal purposes; and

WHEREAS, the City of Long Beach hereby seeks the assistance of the Harrison County Board of Supervisors by requesting the Board of Supervisors assist the City of Long Beach in striping Klondyke Road between Larosa Road and Old Pass Road per the attached Estimate provided by Harrison County Road Department "Exhibit A" for the benefit, protection, health and safety of all citizens of Harrison County.

WHEREAS, the City of Long Beach hereby affirms that they will reimburse the Harrison County Board of Supervisors for the real and final costs incurred in performing the striping work in general accordance with the estimated cost.

NOW, THEREFORE, be it resolved by the Board of Aldermen of the City of Long Beach that the Harrison County Board of Supervisors be, and same hereby are requested to provide such assistance as may be available to the City of Long Beach and the citizens of Harrison County by assisting the City in the striping of Klondyke Road between Larosa Road and Old Pass Road provided by Harrison County Road Department "Exhibit A" for the benefit, protection, health and safety of all citizens of Harrison County.

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


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

Alderman Patrick Bennett	voted	Aye
Alderman Timothy McCallrey Jr.	voted	Aye
Alderman Joey Giuffria	voted	Aye
Alderman Jesse Allen	voted	Aye
Alderman Greg Bonds	voted	Aye
Alderman Pete McGoey	voted	Aye
Alderman Donald Frazer	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 2nd day of June, 2026.

APPROVED:

Timothy Pierce, Mayor

AFFEST:

Emma Ward, City Clerk

**Minutes of June 2, 2026
Mayor and Board of Aldermen**

Exhibit "A"

ESTIMATE FORM

DATE	5/7/26
DEPARTMENT	CITY OF LONG BEACH KLONDYKE RD
LABOR	10 HRS BOBBY TOUCHSTONE @27.48 = \$274.80 10 HRS ASHTON FILIBECK @24.76 = \$247.60 10 HRS CURTIS KENTWORTHY @22.08 = \$220.80 10 HRS TONY MCCARTY @22.95 = \$229.50 10 HRS RICHARD FLOYD @22.04 = \$220.40 10 HRS CAMERON ELZY @22.04 = \$220.40 10 HRS RUSSELL TOMS @19.83 = \$198.30 10 HRS GANNON NECAISE @18.38 = \$183.80 10 HRS ROBERT VUYOVICH @18.38 = \$183.80 TOTAL LABOR COST: \$1,979.40
DESCRIPTION	STRIPING 2000 FT OF KLONDYKE ROAD DOUBLE YELLOW CENTERLINE, WHITE EDGLINE, ADJACENT STOP BARS, ROAD TRANSITIONS. ROAD LAYOUT
MATERIAL	1.5 TONS OF YELLOW THERMO @1420 PER TON = \$2,130 2 TONS OF WHITE THERMO @1370 PER TON = \$2,740 1/2 TON TYPE 2 GLASS BEADS @1529.20 PER TON = \$764.60 75 RAISED PAVEMENT MARKERS (YELLOW) @ \$1.45EA = \$108.75 TOTAL MATERIAL COST: \$5743.35
EQUIPMENT	5 HRS #30433 THERMO TRUCK @121 PER HR = \$605.00 5 HRS #30327 PREMELTER @ 46.32 PER HR = \$231.60 2 HRS #25787 PREMELTER TRUCK @ 33.03 = \$66.06 8 HRS #27855 F-250 @22.64 PER HR = \$181.12 8 HRS #25101 DODGE 1500 @ 14 PER HR= \$112 5 HRS #31300 MINIMAC @ 12 PER HR = \$60 8 HRS #11886 DODGE DAKOTA @11.75 PER = \$94 8 HRS #31189 DODGE 5500 @19.87 PER HR= \$158.96 TOTAL EQUIPMENT COST : \$1508.74
TOTAL COST	\$9231.49

ESTIMATE ONLY

SUBJECT TO CHANGE VARYING TIME MATERIAL USAGE



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

May 15, 2026

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

RE: Striping – Klondyke Rd.

Ladies and Gentlemen:

We have received the attached estimate from Mr. Joel Mechanic of the Harr. County Road Dept. for an estimate of their cost to perform the striping on Klondyke Rd., between Larosa Rd. southward to near Old Pass Rd., and have attached their estimate for your review. As has been the case previously, this is a very economically beneficial way for the City to have the road striped and we recommend it for the City's consideration. If the City is interested in using this method, we recommend that the Board should approve the estimated cost and pass and submit a resolution requesting the Harr. County Board of Supervisors to perform the work with reimbursement for actual County costs to be made by the City.

Sincerely,

David Ball, P.E.

Alderman McGoey made motion, seconded by Alderman Bonds, and unanimously carried to accept the resignation of Civil Service Commissioner Ron

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Gross. The Mayor and Board thanked Mr. Gross for his service and dedication to the City of Long Beach employees for the past 18 years.

Honorable Mayor Tim Pierce
Members of the Civil Service Commission, City of Long Beach

I officially resign from my appointment as Civil Service Commissioner, effective immediately, due to continuing health problems. It has been my honor to serve on the Board for 18 years. I had no idea it had been that long of a tenure!

I want each of you to know that it has been a great opportunity for me to serve my community. During these years, I have had the distinct honor to help promote, change, and provide guidance to our men and women in the Long Beach Police Department, Fire Department and others. The leadership shown in each department has been so rewarding for me to experience. Thanks to all these dedicated men and women, Long Beach is the best city on the Mississippi Gulf Coast to live and raise a family. My family and I have traveled all over this country, but we came home to live and raise our family in Long Beach!

I wish each of you continued progress in growing our city and those who serve us so honorably. Semper Fi!

Respectfully,

Ron Gross
Lt. Col. USMC (Ret.)

Alderman McGoey made motion, seconded by Alderman McCaffrey, and unanimously carried to appoint Skip Elsworth to the Civil Service Board for a term expiring July 2031.

Alderman Bennett made motion, seconded by Alderman Frazer, and unanimously carried to accept the resignation of Tree Board member Jana Montgomery.

Jana Montgomery
613 Gardendale Ave.
Long Beach, MS 39560
montgomeryjana@yahoo.com
(228) 669-1788

May 18, 2026

The City of Long Beach
201 Jeff Davis Ave
Long Beach, MS 39560

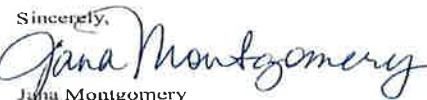
RE: Resignation from the Long Beach Tree Board

Dear Mayor Pierce and Mrs. Tina Dahl,

Please accept this letter as formal notification that I am resigning from my position on the City of Long Beach Tree Board, effective May 18, 2026. Due to increasing personal and professional commitments, I am no longer able to dedicate the time necessary to fulfill my duties on the board.

It has been an absolute pleasure serving our community and working alongside such dedicated individuals to protect and enhance Long Beach's urban canopy. I am incredibly proud of what the Tree Board has accomplished during my time with them to keep our city beautiful and environmentally resilient.

I want to thank you for the opportunity to serve the citizens of Long Beach in this capacity. I wish the Tree Board and the City of Long Beach continued success in all future endeavors.

Sincerely,


Jana Montgomery
cc: (via email)
Harold Donahue
Blane Sutton
Michael McGill
Sherry Grady

**Minutes of June 2, 2026
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Alderman Frazer made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the adoption of minute book 112 as the next consecutive numbered minute book.

Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to authorize the Mayor to execute seven contracts with Sparklight as follows:

Sparklight[®] Business		Business Service Agreement	
		Date: 6/2/2026, 12:31 PM	
Sparklight Business Account Rep:	J. Scott Harris	Sparklight System Address:	
Phone Number:	(228)-280-9055	210 E Earll Drive	
Fax Number:		Phoenix, AZ 85012	
Customer Information		Authorized Customer Representative	
Company Name:	BEACH HARBOR	Full Name:	William Angley
Street Address:	720 S CLEVELAND AVE	Billing Telephone:	(228) 863-1556
City/State/Zip:	LONG BEACH, MS, 39560	Fax:	
Billing Address:	PO BOX 929	Contact Number:	(228) 697-1403
City/State/Zip:	Long Beach, MS 39560	Email:	harbor@cityoflongbeachms.com
Sparklight Account#	8160370460030816		

Term (in months)	Installation Charges (may include construction)	Total (taxes and fees not included)
36	\$0.00	\$113.92


Service		
Service Description	Quantity	Monthly Fee
Business Internet 300	1	\$47.99
1 Static IP	1	\$19.95

Telephone Line				
Description	Type	Telephone #	Voicemail	Monthly Fee
Unlimited Phone Line 1	Native		N	\$29.99

Equipment			
Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$15.99	\$15.99

THE SERVICE CHARGES AND FEES TOTAL \$113.92 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

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


 Customer Authorized Signature
 Timothy I Pierce
 Name (Print)
 6/13/24
 Date

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Mayor and Board of Aldermen**

		Business Service Agreement	
		Date: 5/20/2026, 1:41 PM	
Sparklight Business Account Rep:	J. Scott Harris	Sparklight System Address:	
Phone Number:	(228)-280-9055	210 E Earl Drive	
Fax Number:		Phoenix, AZ 85012	
Customer Information		Authorized Customer Representative	
Company Name:	LB Public Works 2	Full Name:	Nicole Guillot
Street Address:	401 KOHLER ST	Billing Telephone:	2288631556
City/State/Zip:	Long Beach, MS, 39560	Fax:	
Billing Address:	PO Box 929	Contact Number:	2288631556
City/State/Zip:	Long Beach, MS 39560	Email:	nguillot@longbeachms.gov
Sparklight Account#			

Term (in months)	Installation Charges (may include construction)	Total (taxes and fees not included)
36	\$0.00	\$76.93


Service		
Service Description	Quantity	Monthly Fee
Business Internet 300	1	\$50.99
Business WiFi Plus	1	\$1.95

PROMOTION	
Name	Quantity
Two Consecutive Months Internet Free Offer	1


Equipment			
Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$15.99	\$15.99
eero Wi-Fi AP	1	\$8.00	\$8.00

THE SERVICE CHARGES AND FEES TOTAL \$76.93 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

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 Customer Authorized Signature
 Timothy I Pierce
 Name (Print)
 6/23/24
 Date

Minutes of June 2, 2026 Mayor and Board of Aldermen

		Business Service Agreement	
		Date: 5/20/2026, 1:50 PM	
Sparklight Business Account Rep:	J. Scott Harris	Sparklight System Address:	
Phone Number:	(228)-280-9055	210 E Earll Drive	
Fax Number:		Phoenix, AZ 85012	
Customer Information		Authorized Customer Representative	
Company Name:	LB Fire Station 2	Full Name:	Nicole Guillot
Street Address:	120 E Second St	Billing Telephone:	2288631556
City/State/Zip:	Long Beach, MS, 39560	Fax:	
Billing Address:	PO Box 929	Contact Number:	2288631556
City/State/Zip:	Long Beach, MS 39560	Email:	nguillot@longbeachms.gov
Sparklight Account#			

Term (In months)	Installation Charges (may include construction)	Total (taxes and fees not included)
36	\$0.00	\$127.48

Service

Service Description	Quantity	Monthly Fee
Business Internet 500	1	\$81.59
1 Static IP	1	\$19.95
Business WiFi Plus	1	\$1.95

PROMOTION

Name	Quantity
Two Consecutive Months Internet Free Offer	1


Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$15.99	\$15.99
eero Wi-Fi AP	1	\$8.00	\$8.00

Agreement

THE SERVICE CHARGES AND FEES TOTAL \$127.48 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

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 Customer Authorized Signature
 Timothy I. Pierce
 Name (Print)
 6/3/24
 Date

Minutes of June 2, 2026
Mayor and Board of Aldermen

		Business Service Agreement	
		Date: 5/20/2026, 12:56 PM	
Sparklight Business Account Rep:	J. Scott Harris	Sparklight System Address:	
Phone Number:	(228)-280-9055	210 E Earll Drive	
Fax Number:		Phoenix, AZ 85012	
Customer Information		Authorized Customer Representative	
Company Name:	LB Public Works	Full Name:	Nicole Guillot
Street Address:	400 KOHLER ST	Billing Telephone:	2288657844
City/State/Zip:	LONG BEACH, MS, 39560-4573	Fax:	
Billing Address:	PO box 929	Contact Number:	2288631556
City/State/Zip:	Long Beach, MS 39560	Email:	nguillot@longbeachms.gov
Sparklight Account#	8160370460022524		

Term (In months)	Installation Charges (may include construction)	Total (taxes and fees not included)
36	\$0.00	\$103.92

Service

Service Description	Quantity	Monthly Fee
Business Internet 300	1	\$47.99
1 Static IP	1	\$19.95

Telephone Line

Description	Type	Telephone #	Voicemail	Monthly Fee
Basic Fax/Credit Card Phone Line 1	Native		N	\$19.99

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$15.99	\$15.99

THE SERVICE CHARGES AND FEES TOTAL \$103.92 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

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Customer Authorized Signature


Timothy I. Pierce

Name (Print)

6/3/24

Date

**Minutes of June 2, 2026
Mayor and Board of Aldermen**

		Business Service Agreement	
		Date: 5/20/2026, 1:08 PM	
Sparklight Business Account Rep:	J. Scott Harris	Sparklight System Address:	
Phone Number:	(228)-280-9055	210 E Earll Drive	
Fax Number:		Phoenix, AZ 85012	
Customer Information		Authorized Customer Representative	
Company Name:	LB Senior Center 2	Full Name:	Nicole Guillot
Street Address:	20257 DAUGHERTY RD	Billing Telephone:	2288631556
City/State/Zip:	LONG BEACH, MS, 39560-2118	Fax:	
Billing Address:	PO Box 929	Contact Number:	2288631556
City/State/Zip:	Long Beach, MS 39560	Email:	nguillot@longbeachms.gov
Sparklight Account#			

Term (in months)	Installation Charges (may include construction)	Total (taxes and fees not included)
36	\$0.00	\$86.93

Service		
Service Description	Quantity	Monthly Fee
Business Internet 300	1	\$50.99
1 Static IP	1	\$19.95

PROMOTION	
Name	Quantity
Two Consecutive Months Internet Free Offer	1

Equipment			
Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$15.99	\$15.99

THE SERVICE CHARGES AND FEES TOTAL \$86.93 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

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 Customer Authorized Signature
 Timothy I. Pierce
 Name (Print)
 4/31/24
 Date

Minutes of June 2, 2026 Mayor and Board of Aldermen

		Business Service Agreement	
		Date: 5/20/2026, 1:19 PM	
Sparklight Business Account Rep:		J. Scott Harris	Sparklight System Address:
Phone Number:		(228)-280-9055	210 E Earll Drive
Fax Number:			Phoenix, AZ 85012
Customer Information		Authorized Customer Representative	
Company Name:	LB City Hall	Full Name:	Nicole Guillot
Street Address:	201 JEFF DAVIS AVE	Billing Telephone:	2288631556
City/State/Zip:	LONG BEACH, MS, 39560-6136	Fax:	
Billing Address:	PO Box 929	Contact Number:	2288631556
City/State/Zip:	Long Beach, MS 39560	Email:	nguillot@longbeachms.gov
Sparklight Account#			

Term (In months)	Installation Charges (may include construction)	Total (taxes and fees not included)
36	\$0.00	\$128.43

Service		
Service Description	Quantity	Monthly Fee
Business Internet 1 Gig	1	\$82.49
5 Static IPs	1	\$29.95

PROMOTION	
Name	Quantity
Two Consecutive Months Internet Free Offer	1

Equipment			
Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$15.99	\$15.99

THE SERVICE CHARGES AND FEES TOTAL \$128.43 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

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Customer Authorized Signature
 Timothy I. Pierce
 Name (Print)

Date

**Minutes of June 2, 2026
Mayor and Board of Aldermen**

		Business Service Agreement	
		Date: 5/20/2026, 1:30 PM	
Sparklight Business Account Rep:	J. Scott Harris	Sparklight System Address:	
Phone Number:	(228)-280-9055	210 E Earll Drive	
Fax Number:		Phoenix, AZ 85012	
Customer Information		Authorized Customer Representative	
Company Name:	LB Fire Station 1	Full Name:	Nicole Guillot
Street Address:	645 Klondyke Rd,	Billing Telephone:	2288631556
City/State/Zip:	Long Beach, MS, 39560	Fax:	
Billing Address:	PO Box 929	Contact Number:	2288631556
City/State/Zip:	Long Beach, MS 39560	Email:	nguillot@longbeachms.gov
Sparklight Account#			

Term (in months)	Installation Charges (may include construction)	Total (taxes and fees not included)
36	\$0.00	\$117.53

Service		
Service Description	Quantity	Monthly Fee
Business Internet 500	1	\$81.59
1 Static IP	1	\$19.95

PROMOTION	
Name	Quantity
Two Consecutive Months Internet Free Offer	1

Equipment			
Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$15.99	\$15.99

THE SERVICE CHARGES AND FEES TOTAL \$117.53 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

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 Customer Authorized Signature
 Timothy J. Pierce
 Name (Print)
 6/3/24
 Date

There came on for discussion at the request of LouAnn Claveau a memorial tree to be planted at the dark park in memory of Parks and Rec Laborer Sebastien Claveau. After considerable discussion, Alderman Frazer made motion, seconded by Alderman

Minutes of June 2, 2026
Mayor and Board of Aldermen

McCaffrey, and unanimously carried to allow a tree to be planted in Sebastien's memory at the Dog Park.

Emma Ward

From: Lou Anna Claveau <cccllc2018@gmail.com>
Sent: Tuesday, May 26, 2026 9:20 AM
To: Emma Ward
Subject: Request to be added to agenda

My husband, Sebastien Claveau, known as Sebas, to most of the employees in Long Beach recently passed away from a long battle with cancer. Prior to his passing we discussed with then Parks and Rec director Bob Paul, planting a tree at the dog park he helped build and maintain.

I am requesting to be placed on the agenda to get permission to plant the tree. There will be no memorial plaque as that is simply an expense I cannot incur. I would like to plant the tree as early as time is available. No elaborate ceremony as those who knew him knew he didn't like the spotlight. Just a small moment for us to say we remember.

There came on for discussion the status of the City's indigent cemetery application. Alderman McGoey requested an update from City Attorney Steve Simpson. Mr. Simpson advised that the application had been completed and would be submitted to City Clerk Emma Ward for posting on the website. No action was needed or taken.

There came on for discussion the status of the paving of Townsend Flurry Road. Alderman McGoey requested an update regarding the project's progress. City Engineer David Ball advised that the City was awaiting completion of the deeds. City Attorney Steve Simpson explained while verbal agreements had been obtained, legal description and executed deeds from each landowner were still required before the City could proceed with paving. Following the discussion, no action was taken.

There came on for consideration a request for \$2,500 to be spent on enhancements to the disc golf course. Alderman McGoey request that the Board consider a \$2,500 upgrade to install concrete tee pads at each tee box. After considerable discussion, Alderman McGoey made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the expenditure of \$2,500 from the Parks Grant, for improvements and authorize Parks and Recreation Director Ryan Ladner to work with the designer to complete.

Minutes of June 2, 2026
Mayor and Board of Aldermen

Alderman Frazer made motion, seconded by Alderman Bonds, and unanimously carried to reappoint Julia Speed to the Library Board for a term ending in July 2031.

At the request of Alderman Giuffria, discussion began on reviewing the stipend that was granted for newly appointed 4 Deputy City Clerks. Mr. Giuffria made motion, seconded by Alderman Bennett to allow the stipend to continue until June 15, 2026, whereupon which they would be removed.

* * *

Upon further discussion, Alderman McGoey made substitute motion, seconded by Alderman McCaffrey to approve the stipends until the end of the fiscal year. Mayor Pierce called for the vote and the motion having received the affirmative vote of a majority of the Aldermen present and voting, the Mayor declared the motion passed. Alderman Giuffria cast the lone negative vote.

Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to the approve the time extension request for the Downtown Revitalization Grant as follows:



June 4, 2026

To Whom It May Concern:

On behalf of the City of Long Beach, I am respectfully requesting a time extension for the GCRF 20-23 project beyond June 30, 2026. We are requesting that the project completion deadline be extended to June 30, 2027, to allow sufficient time to complete the remaining components of the project.

The City has made significant progress on the project and has successfully completed several major improvements within the downtown district. Most recently, new decorative poles and wayfinding signage were installed along Jeff Davis Avenue, enhancing the appearance, visibility, and overall visitor experience in our downtown area. Additional grant-funded improvements have also been completed, contributing to the continued revitalization of Long Beach's downtown corridor.

While substantial progress has been made, additional time is necessary to finalize the remaining project elements. Factors including project coordination, procurement timelines, and construction scheduling have extended the anticipated completion timeframe.

GCRF 20-23 has already had a positive impact on our community by improving infrastructure, enhancing aesthetics, supporting local businesses, and creating a more welcoming environment for residents and visitors. The City of Long Beach remains committed to completing all remaining project objectives and ensuring the grant's full intended benefits are realized.

We respectfully request approval of this extension through June 30, 2027, to provide adequate time to complete the remaining work.

Thank you for your consideration of this request. Please contact me if any additional information is needed.

Sincerely,

Timothy I. Pierce
Mayor, City of Long Beach

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

**Minutes of June 2, 2026
Mayor and Board of Aldermen**

Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to the approve the time extension request for the Quarles House Grant as follows:



June 4, 2026

To Whom It May Concern:

On behalf of the City of Long Beach, I am respectfully requesting a time extension for GCRF-20-24 beyond June 30, 2026. We are requesting that the project completion deadline be extended to June 30, 2027, to allow additional time to complete the remaining work associated with the project.

While progress has continued, additional time is needed to fully complete all project components. Throughout the duration of the project, the facility has remained an active community asset and has hosted numerous public events and educational programs that support the goals of preserving and promoting local history, environmental stewardship, and community engagement.

Examples of activities hosted at the house during this period include:

- Historical exhibits and educational programs conducted in partnership with the Long Beach Historical Society.
- Community Earth Day activities and environmental education events.
- Community garden initiatives that encourage local involvement and beautification.
- Arbor Day celebrations focused on tree planting, conservation, and public awareness.

These programs have allowed the community to continue benefiting from the facility while restoration and improvement efforts remain underway.

The City of Long Beach remains committed to completing the project and ensuring that all project goals are successfully achieved. We respectfully request approval of this extension through June 30, 2027, to provide adequate time to complete the remaining work.

Thank you for your consideration of this request. Please contact me if any additional information is needed.

Sincerely,

Timothy I. Pierce
Mayor, City of Long Beach

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

Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to authorize the Mayor to execute contract with Crowder Gulf as follows:

Minutes of June 2, 2026 Mayor and Board of Aldermen

NON-EXCLUSIVE CONTRACT FOR DISASTER DEBRIS REMOVAL SERVICES TO SUPPORT DISASTER RECOVERY OPERATIONS MADE BY AND BETWEEN THE CITY OF LONG BEACH AND CROWDERGULF, LLC

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services, and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

- I. **Parties.** The parties to this contract are the CITY OF LONG BEACH, hereinafter referred to as "CITY OF LONG BEACH" and generally as "CITY," and CROWDERGULF, LLC., hereinafter referred to as "CROWDERGULF, LLC." and generally as "CONTRACTOR".
- II. **Scope of Services.** All services listed in this statement are to be performed by CrowderGulf unless otherwise noted.
- A. **Purpose:** City of Long Beach seeks disaster related Debris Removal Services. This includes disaster debris removal of every kind and nature from public rights of way within the unincorporated areas, from City property, beaches and waterways. Private Property Right of Way (ROW) Access or Right of Entry (ROE) may or may not be part of the debris removal projects. However, if the City, State, or FEMA authorizes the ROW/ROE, it may become part of specific projects.
- B. CrowderGulf shall provide the services stated within the RFP for Disaster Debris Removal Services, which is attached hereto as Addendum A and incorporated herein by reference, as well as the services outlined in CrowderGulf's proposal submitted in response to the RFP for Disaster Debris Removal Services, which is attached hereto as Addendum B and incorporated herein by reference.
- C. CrowderGulf shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.
- D. CrowderGulf shall perform the following Scope of Work: - Specific tasks include, but are not limited to, the following:
The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance, and it will make every effort to complete all requirements of this Contract in the shortest time possible. Debris removal from private property may be added to this contract, if approved.

The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage, without written direction from the Owner. Work done under this contract will be done by individual Task Orders issued by the Owner.

REQUEST FOR PROPOSAL - City of Long Beach
DEBRIS REMOVAL SERVICES
Page 1 of 26

If requested by the Owner through a Task Order, the Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.

Trees, limbs and debris (including fallen trees) which are located partially on or above public property or right of way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. All cuts should be properly performed to leave remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction/disposal sites.

1) Removal of Vegetative Debris:

As directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or final disposal site, at the Owner's direction. The Contractor shall provide an inspection tower. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. The Contractor shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

2) Site Management and Reduction of Vegetative Debris by Grinding:

The Contractor shall manage one or more DMS site and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor

REQUEST FOR PROPOSAL - City of Long Beach
DEBRIS REMOVAL SERVICES
Page 2 of 26

Minutes of June 2, 2026 Mayor and Board of Aldermen

shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

- 3) Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding:**
Contractor shall load, haul, and dispose of all reduced (by grinding) vegetative debris. The Contractor can either recycle the material or dispose of the material at a site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.
- 4) Site Management and Reduction of Vegetative Debris by Burning:**
The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.
- 5) Load, Haul, and Dispose of Vegetative Debris Reduced by Burning:**
Contractor shall load, haul, and dispose of all reduced (by burning) vegetative debris to a final disposal site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.
- 6) Remove, Haul, and Dispose of C&D Debris:**
As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Structure demolition, if approved by the Owner, shall be included in this pay item. Contractor shall deliver C&D Debris to final disposal site approved by the state environmental agency. All items associated with structure demolition shall be included in this pay item:
- i. Removal, transportation, and disposal of demolished structures and scattered C&D debris on private property will be performed, if approved by the Owner.
 - ii. The Contractor is required to strictly adhere to all Local, State, and Federal regulations

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- (such as obtaining demolition permits) for the demolition work, handling and transportation of non-regulated asbestos containing material (non-RACM) structures.
- iii. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative or Monitor, the debris removal vehicle will proceed immediately to an Owner approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
 - iv. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized Monitor. The Owner will provide specific ROE, legal and operational procedures for private property debris removal programs if requested.
 - v. The Contractor shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolition.

The Contractor shall provide an inspection tower. Anticipated revenues from the recycling of debris shall be reflected in the unit price for this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The Contractor shall be responsible for all tipping and disposal fees.

- 7) Removal of Hazardous Hanging Limbs:**
The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be paid under separate pay items.
- 8) Removal of Hazardous Leaning Trees:**
The Contractor shall remove hazardous leaning trees (leaners) over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Pay Item Schedule. Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled under separate pay items. If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall also be removed and paid for under a separate pay item.
- 9) Removal of Hazardous Stumps:**
As identified and directed by the City, the Contractor shall remove, haul, and dispose of all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Each stump shall

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be inspected by the City Representative and/or its Monitor and the Contractor and documented as to the appropriate category of size for invoicing. The Contractor shall back-fill each stump hole with clean compatible material as determined by the City representative and/or its Monitor and the Contractor. Fill dirt will not be measured for separate payment and shall be included in the cost of the stump removal. Stumps that do not have at least 50% of the root ball exposed shall be flush cut with the ground and hauled as vegetative debris. Hazardous stumps less than 24 inches in diameter shall be removed as regular vegetative debris and will not be measured for separate payment.

10) Regulated Asbestos Containing Material (RACM):

In addition to debris removal from public / private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the Owner. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The Contractor shall be responsible for all tipping and disposal fees.

Under this item, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the Owner. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an Owner -approved final disposal site in accordance with all Federal, State, and Local regulations. Payment under this item will be per cubic yard.

- i. The Contractor is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
- ii. Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.
- iii. Any structurally unsound and unsafe structures will be identified and presented to the Owner for direction regarding decommissioning.
- iv. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the Owner's authorized representative/Monitor.
- v. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative/Monitor the debris removal vehicle will proceed immediately to an Owner -approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- vi. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized representative/Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- vii. Once RACM is removed, the remaining material shall be removed and hauled as C&D material and the costs associated with the non-RACM shall apply.

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11) White Goods:

The Contractor shall removal, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling or disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price for this pay item. Payment under this item will be per each white good.

12) Electronics Waste:

The Contractor shall removal, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price for this pay item. Payment under this item will be per pound.

13) Concrete and Masonry:

The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of concrete shall be reflected in the unit price for this pay item. Payment under this item will be per cubic yard.

14) Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C&D debris and load then transport the HHW to an approved recycling or approved disposal site. The HHW will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per pound of HHW.

15) Lawnmowers and Equipment with Small Engines:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each lawnmower/equipment with a small engine.

16) Abandoned Tires:

The Contractor will remove, and transport abandoned tires from public property and ROW. The Contractor will segregate these items from other debris then load and transport the tires to a recycling or disposal site. The tires will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each tire.

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17) Drainage-way Debris:

Contractor will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainageways, streams and bayous, which are determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

18) Marine Debris:

Contractor will provide a contract unit price per cubic yard for collecting, hauling, and disposing eligible submerged or semi-submerged debris from waterways, bays, canals and oceans which is determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal land debris removal operations. This unit price will include all matting, equipment for roadways, loading, hauling, and disposal and will be priced per cubic yard.

19) Abandoned Vehicles and Vessels:

Payment under this item will be per each vehicle/vessel removal of abandoned vehicles and vessels shall include:

- i. Remove, haul, decontaminate and reconcile ownership of abandoned vehicles and vessels provided in categories below. Ownership reconciliation shall be in accordance with state law. The Contractor shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the Owner or Monitor vehicles and vessels from public property or right-of-way, and private property if approved. The Owner or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Contractor. It is the Contractor's responsibility to load, transport, unload, store and reconcile ownership of vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance with applicable Federal, State and local laws. The removal of these vehicles and vessels is intended for the reconciliation with the owner and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether in private property or public property or obstructed by debris. This is a nonexclusive contract and does not guaranty a minimum number of vehicles and vessels. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item.
- ii. The Contractor assumes responsibility for damage incurred during the towing, removal and relocation of the vehicles and vessels, and for any and all claims of damage that result from removal of the vehicles and vessels.
- iii. The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel removal, transportation, offloading, storage, reconciliation and disposal, and that it will fully comply therewith at all times during the performance of work under this Contract.
- iv. At the close of each day, a representative of the Monitor for the Owner will be present to provide a verification of the vehicles and vessels removed during the day. The Owner may provide a representative/Monitor at the site full time to verify the arrival (or departure) of vehicles and

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vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels

transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the Owner, the Vehicle Identification Numbers (VIN), Vessel

Registration Number, License Plate Number, License Plate State, License Plate City, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The Contractor will reconcile, correct, and resubmit the inventory within one day of notification of errors in VIN numbers or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by owner/insurer, recycled/disposed, or in storage. The Owner will provide the base data file for the Contractor to fill in the required data fields.

- v. Once the vehicles and vessels have been cleared by the property owner and insurance company, the Contractor will load items from the storage facility, transport, unload and dispose of items in an appropriate recycling or disposal facility. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in compliance with all applicable Federal, State, and local laws.
- vi. Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State and local laws.
- vii. Removal of vehicles and vessels shall be restricted to between the hours from dawn to dusk.
- viii. The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor, tools, equipment, transportation and pay for all loading and unloading, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
- ix. Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.
- x. Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State or local regulations.
- xi. Contractor shall not charge any resident, business or institution for work performed under this scope of services, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.
- xii. If any vehicles or vessels are marked by other insurance companies or designated, "Do not remove" by property owner, Contractor shall not remove such vehicles or vessels, unless directed by the Owner.
- xiii. The Contractor will provide removal of vehicles and vessels as directed by the Owner representative or Monitor, to address complaints and requests as they are identified. xiv. Towing from the storage facility to the property owner or insurance company location will be the responsibility of the property owner or insurance company and is not included in this scope contract. The Contractor shall not charge the property owner or insurance company storage fees or other fees for picking up vehicles or vessels.
- xv. In addition to locating and removing vehicles and vessels, the Contractor will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the City Sheriff's Department within 24 hours of tow. The notification will be via email to the designated Sheriff Department contact with a copy of the

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email sent to the Monitor. The Contractor will follow the state laws for notification of vehicle and vessel removal to the appropriate property owner and insurance company. The Contractor will be fully responsible for ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of the Contractor as required by the EPA or state environmental agency. The Contractor shall comply with all applicable Federal, State and local laws regulating the transportation, decontamination and storage and disposal requirements for motor vehicles and vessels.

- xvi. The Contractor represents that he is familiar with local conditions.
- xvii. Major sections of vehicles (not individual parts) severed by the storm, may be hauled and disposed of under this contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle. Major sections of vessels will be paid based on the length of the centerline of the section of the vessel.
- xviii. Abandoned Cars, Trucks and Vans: Identify, lift, transport, unload, decontaminate, store and reconcile ownership or dispose of Cars, Trucks and Vans from public property, private property (if approved) and rights-of-way.
- xix. Abandoned Campers, RV's and Shipping Containers: Identify, lift, transport, unload, store and reconcile ownership or dispose of Campers, RV's and Shipping Containers from public property, private property (if approved) and rights-of way.
- xx. Abandoned Busses and Tractor Trailers: Identify, lift, transport, unload, store and reconcile ownership or dispose of Buses and Tractor Trailers from public property, private property (if approved) and rights-of way.
- xxi. Abandoned Utility and Boat Trailers: Identify, lift, transport and dispose of Utility Trailers and Boat Trailers from public property, private property (if approved) and rights-of-way.
- xxii. Abandoned Vessels- 10 to 26 Feet: Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way. xxiii. Abandoned Vessels - 27 to 40 Feet: Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.
- xxiv. Abandoned Vessels - Over 40 Feet: Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of way.

20) Removal of Debris from Sand Beaches:

As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, hauling and disposal or recycling of all debris from public beaches and private beaches if directed. Contractor shall deliver debris to a final disposal site approved by the state environmental agency. The Contractor shall be responsible for all tipping and disposal fees.

Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this pay item shall be per cubic yard of debris removed.

21) Raking of Sand Beaches to a 12 Inch Depth:

As identified by the Owner or Monitor, the Contractor shall accomplish the raking of public beaches and private beaches if approved. Rakes shall be mounted on loaders or similar equipment and shall remove foreign items 3 inches by 3 inches by 12 inches or larger from sand to a depth of 12 inches.

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Payment for hauling, reduction and disposal of beach debris removed by raking will be paid under separate pay items. Payment under this pay item shall be per square yard.

22) Removal, Screening, Replacing, and Grading of Beach Sand to Original Contour: The Contractor shall accomplish the screening of beach sand from specific areas identified by the Owner or Monitor and approved by FEMA, on public beaches and private beaches if approved. Contractor shall remove, screen, replace, and grade beach sand to the approximate original beach contour. Depth of sand removal for screening shall be 3 inches to 12 inches as directed by the Owner or Monitor. Payment for hauling, reduction and disposal of beach debris removed by raking will be paid under separate pay items. Payment under this pay item shall be per cubic yard of sand removed, screened and replaced.

23) Removal of Beach Sand:

As identified by the Owner or Monitor, the Contractor shall accomplish the removal of beach sand from public property (private if approved) and ROW. Contractor shall load, haul and place beach sand in stockpiles on public beach areas as directed by the Owner or Monitor. Payment under this pay item shall be per cubic yard.

24) SPECIAL CONDITIONS - SCOPE OF WORK

- i. Debris Disposal:
 - a. The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable federal, state and local laws, standards and regulations. Payment for disposal cost such as tipping fees incurred by Contractor at a Designated Final Disposal Site that meets local, state, and federal regulations for disposal shall be reimbursed as a pass-through cost at the published disposal fee rate or Contractor negotiated fee rate, whichever is less. Prior to reimbursement, Contractor shall furnish an invoice in hard copy and electronic format matching scale/weight tickets numbers with load ticket or haul out ticket numbers and other applicable information. Contractor shall be required to proof of contractor payment to the Designated Final Disposal Site. Final disposal locations will be at state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Owner.
 - b. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under this contract.
 - c. Contractor acknowledges, represents and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.

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- d. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- e. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall ensure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.
- f. The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.
- ii. Contractor's Equipment:
- a. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured and certified by the Monitor. All loads must be secured, and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- b. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- c. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (TMS) sites to the permanent disposal sites. The listing shall include the following information:
1. Truck and/or trailer license number;
 2. Year, make and color of each truck and trailer;
 3. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.
- d. Each truck and trailer passing through disposal check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.
- e. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.
- iii. Property Damage:

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The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain and make available to the Owner and Monitor a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.

- III. **Conflict of interest.** CrowderGulf affirms and acknowledges that it is not currently contracted to and shall not be contracted in the future to any State or Federal agencies for work or services that receive PA funding in the State of Mississippi. Said work or services include but is not limited to grant administration grant management, or any other work or services funded in-part or wholly with Public Assistance funds which City of Long Beach may determine to be a conflict of interest.
- IV. **Contract Term.** The term of this contract shall begin on June 01, 2026, and shall end no later than 11:59 p.m. on May 31, 2028. If necessary, this contract may be renewed at the discretion of City of Long Beach conditioned upon satisfactory performance during the prior contract term as determined by the City of Long Beach. This contract may be renewed upon written notice to CrowderGulf at least sixty (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years shall not exceed one (1). CrowderGulf acknowledges that throughout the term of this contract the need for the services specified above may decrease. City of Long Beach reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, the City of Long Beach will determine whether to activate the contract as it deems services are required.

V. **Consideration and Payment.**

- A. As consideration for performance of the contract by CrowderGulf, City of Long Beach shall pay CrowderGulf for services rendered and accepted per authorized task order the amount for services not to exceed the accepted rates as provided in CrowderGulf's rate table, Addendum A on page _____. This amount shall cover all expenses incurred by CrowderGulf in performing the scope of work included in the contract. Included in Addendum A on page _____ of said addendum is the rate table for this contract, which is incorporated herein by reference.
- B. CrowderGulf shall invoice City of Long Beach monthly. The final invoice shall be submitted only after the final product has been accepted by City of Long Beach.
- C. CrowderGulf agrees to accept all payments in United States currency. City of Long Beach agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by City of Long Beach within forty-five (45) days of receipt of invoice.
- D. CrowderGulf agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.

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1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper and ink toner cartridges shall be accomplished through overhead built into the contract price offered by Contractor.
 2. City of Long Beach will not reimburse for the purchase of office equipment unless CrowderGulf has received prior written approval from City of Long Beach. Further, any office equipment purchased with prior written approval will be processed through the City of Long Beach Inventory Control Department and will remain the property of City of Long Beach after the completion of services under this contract.
- E. CrowderGulf shall have the right to internally manage its own staff, time and expenses. City of Long Beach shall be informed of all staffing issues. Job descriptions and billing rates by job title for specified labor categories are attached hereto as part of Addendum B and incorporated herein by reference.
- F. CrowderGulf shall provide the following in terms of staffing to perform the scope of services as provided for in this contract:
1. Regional Manager – 1.
 2. Senior Project Manager-1.
 3. DAO Staff-5.
- VI. **Personnel.** CrowderGulf and any assistance they employ shall perform all the services required hereunder this contract. All personnel engaged in the work shall be fully qualified to the satisfaction of City of Long Beach and shall be authorized as permitted under Federal, state and local law to perform such services.
- VII. **Insurance.** CrowderGulf shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by City of Long Beach. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. CrowderGulf shall furnish proof of Insurance to City of Long Beach prior to the commencement of operations. The Certificate(s) shall clearly indicate CrowderGulf has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include City of Long Beach as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve CrowderGulf of its liability and obligations under this Contract.

Certificate Holder Address: City of Long Beach
201 Jeff Davis Avenue
Long Beach, MS 39560

CrowderGulf shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect CrowderGulf from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by CrowderGulf, or by anyone directly employed by or contracting with CrowderGulf.

CrowderGulf shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

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CrowderGulf shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect CrowderGulf from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by CrowderGulf or by anyone directly or indirectly employed by CrowderGulf.

CrowderGulf shall maintain Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

CrowderGulf shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of CrowderGulf to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, City of Long Beach may adjust these insurance requirements.

- VIII. **Terms and Conditions Required for Contract for Services with City of Long Beach, Mississippi.** This contract is subject to and incorporates the following terms and conditions governing a contract between City of Long Beach and CrowderGulf for professional services:
- A. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. CrowderGulf shall comply with applicable Federal, State and local laws and regulations.
 - B. **Ability to Contract.** CrowderGulf warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. CrowderGulf agrees to conform to existing policies, rules, and regulations of the City. CrowderGulf agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.
 - C. **Licenses, Permits and Fees.** CrowderGulf shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of CrowderGulf.
 - D. **Representation Regarding Contingent Fees.** CrowderGulf represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in CrowderGulf's proposal.
 - E. **Representation Regarding Gratuities.** CrowderGulf represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City of Long Beach Required and Available Clauses.

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- F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the "City of Long Beach Required and Available Clauses", a copy of which is available and attached as Appendix A and incorporated herein by reference.
- G. **Equal Employment Opportunity.** CrowderGulf understands that City of Long Beach is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and CrowderGulf agrees during the term of the agreement that CrowderGulf will strictly adhere to this policy in its employment practices and provision of services
- H. **Compliance with Federal Law, Regulations, and Executive Orders.** CrowderGulf shall comply with, and all activities under this agreement shall be subject to, all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives. Additionally, Contractor will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- I. **Program Fraud and False or Fraudulent Statements or Related Acts.** CrowderGulf acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CrowderGulf's actions pertaining to this contract.
- J. **Stop Work Order.**
1. **Order to Stop Work.** The City may, by written order to CrowderGulf at any time, and without notice to any surety, require CrowderGulf to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to CrowderGulf, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, CrowderGulf shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:
 - a. Cancel the stop work order or;
 - b. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.
 2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, CrowderGulf shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - a. The stop work order results in an increase in the time required for, or in CrowderGulf's cost properly allocable to, the performance of any part of this contract; and
 - b. CrowderGulf asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
 3. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
 4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.
- K. **E-Invoices and Payment.** The City requires CrowderGulf to submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to City of Long Beach using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. CrowderGulf understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.
- L. **E-Verification.** CrowderGulf represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system", means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, all known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CrowderGulf agrees to maintain records of such compliance and, upon request of the City, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CrowderGulf understands and agrees that any breach of these warranties may subject CrowderGulf to the following:
 1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
 2. The loss of any license, permit, certification or other document granted to CrowderGulf by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or;
 3. Both.
 In the event of such termination/cancellation, CrowderGulf would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit.
- M. **Transparency.** This contract, including any accompanying exhibits, attachments and appendices, is subject to the "Mississippi Public Records Act of 1983" codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the

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Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

- N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between City of Long Beach and CrowderGulf for professional services:

- A. **Anti-Assignment/Subcontracting.** CrowderGulf acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon CrowderGulf's special skills and expertise. CrowderGulf shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
- B. **Approval.** It is understood that this contract requires approval by the City of Long Beach Board of Supervisors. If this contract is not approved, it is void and no payment shall be made hereunder.
- C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event CrowderGulf defaults in any obligations under this agreement, the CrowderGulf shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. CrowderGulf agrees that under no circumstances shall the City be obligated to pay any attorney's fees or costs of legal action to CrowderGulf.
- D. **Authority to Contract.** CrowderGulf represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that CrowderGulf is not barred from contracting with City of Long Beach; and (f) that the Contractor is at least eighteen (18) years old.
- E. **Contractor Personnel.** City of Long Beach shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by CrowderGulf. If City of Long Beach reasonably rejects staff or subcontractors, CrowderGulf must provide replacement staff or subcontractors satisfactory to City of Long Beach in a timely manner and at no additional cost to City of Long Beach. The day-to-day supervision and control of CrowderGulf's employees and subcontractors is the sole responsibility of the Contractor.

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- F. **Suspension and Debarment.** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CrowderGulf is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) CrowderGulf must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier-covered transaction it enters into. (3) This certification is a material representation of fact relied upon by City of Long Beach, Mississippi. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Long Beach, Mississippi, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions. See Certification Regarding Suspension and Debarment Included as Attachment G of Addendum B.
- G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** 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. See 44 CFR Part 18 – Certification Regarding Lobbying included as Attachment F of Addendum B.
- H. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)**
Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Long Beach Board of Supervisors and understands and agrees that the City of Long Beach will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Long Beach and understands and agrees that the City of Long Beach Board of Supervisors will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FFMA.
- I. **Change in Scope of Work.** City of Long Beach may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by CrowderGulf that the scope of the project or of CrowderGulf's services has been changed, requiring

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changes to the amount of compensation to CrowderGulf or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by City of Long Beach and CrowderGulf. If CrowderGulf believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to CrowderGulf, CrowderGulf must immediately notify City of Long Beach in writing of this belief. If City of Long Beach believes that the particular work is within the scope of the contract as written, CrowderGulf will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

J. Confidential Information. "Confidential Information" shall mean:

1. Those materials, documents, data, and other information which CrowderGulf has designated in writing as proprietary and confidential; and,
2. All data and information which CrowderGulf acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:
 - a. To protect all confidential information provided by one party to the other;
 - b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,
 - c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
 - d. To do so by using those methods and procedures normally used to protect the party's own confidential information.
3. Any liability resulting from the wrongful disclosure of confidential information on the part of CrowderGulf or its subcontractor shall rest with CrowderGulf. Disclosure of any confidential information by CrowderGulf or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.

K. Confidentiality. Notwithstanding any provision to the contrary contained herein; it is recognized that City of Long Beach is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to City of Long Beach pursuant to the agreement, City of Long Beach shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

L. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.

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M. Exceptions to Confidential Information. CrowderGulf and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
4. Is independently developed by the recipient without any reliance on confidential information;
5. Is or later becomes part of the public domain or may be lawfully obtained by the City or CrowderGulf from any nonparty; or,
6. Is disclosed with the disclosing party's prior written consent.

N. Failure to Deliver. In the event of failure of CrowderGulf to deliver services in accordance with the contract terms and conditions, City of Long Beach, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that City of Long Beach may have.

O. Failure to Enforce. Failure by City of Long Beach at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of City of Long Beach to enforce any provision at any time in accordance with its terms.

P. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, CrowderGulf shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the agreement.

Q. HIPPA Compliance. CrowderGulf agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

R. Indemnification. To the fullest extent allowed by law, CrowderGulf shall indemnify, defend, save and hold harmless, protect, and exonerate City of Long Beach, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims,

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demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by CrowderGulf and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, CrowderGulf may be allowed to control the defense of any such claim, suit, etc. In the event CrowderGulf defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. CrowderGulf shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. CrowderGulf shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

- S. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- T. **Independent Contractor Status.** CrowderGulf shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, CrowderGulf, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and CrowderGulf. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or CrowderGulf hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and CrowderGulf. CrowderGulf's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither CrowderGulf nor its employees shall, under any circumstances, be considered servants, agents, or employees of City of Long Beach, and City of Long Beach shall be at no time legally responsible for any negligence or other wrongdoing by CrowderGulf, its servants, agents, or employees. City of Long Beach shall not withhold from the contract payments to CrowderGulf any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to CrowderGulf. Further, City of Long Beach shall not provide to CrowderGulf any insurance coverage or other benefits, including Worker's Compensation normally provided by the City for its employees.
- U. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document evidenced upon the minutes and executed by the City and CrowderGulf. CrowderGulf acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or CrowderGulf on the basis of draftsmanship or preparation hereof.
- V. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.
- W. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of CrowderGulf for harm caused by the intentional or reckless conduct of CrowderGulf or for damages incurred through the negligent performance of duties by CrowderGulf or the delivery of products that are defective due to negligent construction.

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- X. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: Ashley Ramsay-Naile, President
CrowderGulf
5629 Commerce Blvd E
Mobile, AL 36619
(800)-992-6207
jramsay@crowdergulf.com

For the City: Tim Pierce, Mayor
City of Long Beach Board of Alderman
201 Jeff Davis Avenue
Long Beach, MS, 39560
(228) 863-1556

- Y. **Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and CrowderGulf.
- Z. **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by City of Long Beach and agreed to by CrowderGulf.
- AA. **Ownership of Documents and Work Papers.** City of Long Beach shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for CrowderGulf's internal administrative and quality assurance files and internal project correspondence. CrowderGulf shall deliver such documents and work papers to City of Long Beach upon termination or completion of the agreement. The foregoing notwithstanding, CrowderGulf shall be entitled to retain a set of such work papers for its files. CrowderGulf shall be entitled to use such work papers only after receiving written permission from City of Long Beach and subject to any copyright protections.
- BB. **Price Adjustment.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
1. By agreement on a fixed price adjustment before commencement of the additional performance;
 2. By unit prices specified in the contract;
 3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 4. By the price escalation clause.
- CC. **Priority.** The contract consists of this Agreement, the Request for Proposal for 'Disaster Debris

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Removal Services' (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by CrowderGulf dated June 10, 2025, (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

- DD. Record Retention and Access to Records.** Provided CrowderGulf is given reasonable advance written notice and such inspection is made during normal business hours of CrowderGulf, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by CrowderGulf for three 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 three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later. The Contractor further agrees: (1) to provide the City of Long Beach, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (2) to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (3) to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City of Long Beach and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States
- EE. Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by CrowderGulf to City of Long Beach, the same amount may be deducted from any sum due to CrowderGulf under the contract or under any other contract between CrowderGulf and City of Long Beach. The rights of City of Long Beach are in addition and without prejudice to any other right City of Long Beach may have to claim the amount of any loss or damage suffered by City of Long Beach on account of the acts or omissions of CrowderGulf.
- FF. Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- GG. City Property.** CrowderGulf will be responsible for the proper custody and care of any City owned property furnished for Contractor's use in connection with the performance of this agreement. CrowderGulf will reimburse the City for any loss or damage, normal wear and tear excepted.

III. Termination for Convenience Clause.

3. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the

REQUEST FOR PROPOSAL – City of Long Beach
DEBRIS REMOVAL SERVICES
Page 23 of 26

termination to CrowderGulf specifying the part of the contract terminated and when termination becomes effective.

4. **Contractor's Obligations.** CrowderGulf shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, CrowderGulf will stop work to the extent specified. CrowderGulf shall also terminate outstanding orders and subcontracts as they relate to the terminated work. CrowderGulf shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct CrowderGulf to assign CrowderGulf's right, title, and interest under terminated orders or subcontracts to the City. CrowderGulf must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

II. Termination for Default Clause.

1. **Default.** If CrowderGulf refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify CrowderGulf in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate CrowderGulf's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. CrowderGulf shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, CrowderGulf shall take timely, reasonable, and necessary action to protect and preserve property in the possession of CrowderGulf in which the City has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due CrowderGulf such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, CrowderGulf shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by CrowderGulf to make progress in the prosecution of the work hereunder which endangers such performance) if CrowderGulf has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CrowderGulf shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit CrowderGulf to meet the contract requirements. Upon request of CrowderGulf, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CrowderGulf's progress and performance would have met

REQUEST FOR PROPOSAL – City of Long Beach
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Minutes of June 2, 2026 Mayor and Board of Aldermen

the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- 5. **Erroneous Termination for Default.** If, after notice of termination of CrowderGulf's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.
- 6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- JJ. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by City of Long Beach upon written notice to CrowderGulf, if CrowderGulf should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by CrowderGulf of an assignment for the benefit of its creditors. In the event of such termination, CrowderGulf shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- KK. **Third Party Notification.** CrowderGulf shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against CrowderGulf by any entity that may result in litigation related in any way to this agreement.
- LL. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by CrowderGulf is considered by City of Long Beach to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, CrowderGulf shall, on being notified by City of Long Beach, immediately correct such deficient service or work. In the event CrowderGulf fails, after notice, to correct the deficient service or work immediately, City of Long Beach shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of CrowderGulf.
- MM. **Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
- NN. **Department of Homeland Security (DHS) Seal, Logo and Flags.** The Contractor shall not use the DHS seal(s), logos, crests or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This written document, along with any addendums, appendices, and attachments embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.

REQUEST FOR PROPOSAL – City of Long Beach
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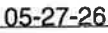
Timothy J. Pierce, Mayor
City of Long Beach



Date



Ashley Ramsay-Naile, President
CrowderGulf, LLC



Date

Attachment B:

CONTRACT FORM

**Minutes of June 2, 2026
Mayor and Board of Aldermen**

CONTRACT FORM

2025 HURRICANE SEASON POST-DISASTER ROADWAY CLEARING

CITY OF LONG BEACH, MISSISSIPPI

LONG BEACH RFP 25-001

THIS AGREEMENT, made this 19 day of May, 2026 at the City of LONG BEACH, COUNTY of HARRISON, State of MISSISSIPPI by and between the City of LONG BEACH, MISSISSIPPI, hereinafter called "Owner" and CrowderGulf, LLC. hereinafter called the "Contractor."

WITNESSETH THAT, the Owner and Contractor do mutually agree as follows:

1. In consideration of the price for the work herein specified in the bid proposal to be paid by the Owner to the Contractor at the time and in a manner hereinafter provided, the Contractor does hereby agree to complete in every detail the project described as follows:

**2025 HURRICANE SEASON
POST-DISASTER ROADWAY CLEARING (THE PUSH)
CITY OF LONG BEACH, MISSISSIPPI
LONG BEACH RFP 25-001**

in compliance with the Public Notice, Proposal Form, Contract, Performance Bond, RFP including General Conditions, and such Addenda thereto as may be issued prior to execution of this Contract, all in a thorough and workmanlike manner.

2. This price shall include the cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, transportation, and other accessories and services necessary to complete this project, in accordance with the Contract Documents.
3. **The Contractor shall not commence any work under this Contract without specific authorization from the City of LONG BEACH following a specific disaster declaration.** Upon such Notice, the Contractor shall commence work under this contract immediately from the "Notice to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within **70 hours** following a disaster event, unless otherwise specifically authorized by FEMA.
4. The Owner agrees to pay the Contractor for the performance of the Contract as provided in the Specifications, and in accordance with the rate schedule attached which was submitted as part of the bid package.
5. Owner and Contractor specifically agree and declare that Owner shall be deemed and considered the statutory employer of Contractor's employees.

6. HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT

Contractor (Other Party) agrees to save and hold harmless, protect, defend, and indemnify the City of LONG BEACH, MISSISSIPPI, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor (Other Party), its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by City of LONG BEACH as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the City of LONG BEACH, MISSISSIPPI, its agents, representatives, employees and volunteers. Contractor (Other Party) agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand, or suit is groundless, false, or fraudulent.

7. Contractor agrees to comply with the following Federally Funded project requirements:

FEDERAL COMPLIANCE REGULATIONS

Federal regulations apply to all City of LONG BEACH contracts using Federal funds as a source for the solicitation of goods and services. Contractor must comply with the following Federal requirement as applicable:

ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the Grantee, Subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

CLEAN AIR AND WATER ACTS

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Grantees and Subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)

COPYRIGHTS

Minutes of June 2, 2026 Mayor and Board of Aldermen

The Grantee and Subgrantee is free to copyright original work developed in the course of or under the agreement. The Grantor reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of Grantor financial support, by grant number, and a statement that the publication does not constitute an endorsement by Grantor or reflect Grantor's views.

ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by Grantees and their Contractors or Subgrantees).

PATENTS

Grantee and Subgrantee assures that if any grant or subgrant produces patents, patent rights. Processes or inventions, a report shall be made to the appropriate agency from which a determination will be made as to whether protection of such invention or discovery is necessary in accordance with President's Memorandum of August 23, 1971 (36 P.R. 16889).

REMEDIES

MISSISSIPPI law provides for legal remedies and appropriate sanctions and penalties in instances where the Contractor is in violation of or breaches the contract terms.

REPORTS

The Contractor shall submit, at such times and in such form as may be prescribed, such reports as Grantor may require, including monthly or quarterly progress reports, quarterly program income reports, and final fiscal reports and annual performance reports.

RETENTION OF ALL RECORDS

The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

TERMINATION FOR CAUSE

This Contract may be terminated for cause based upon failure of Contractor to comply with the terms and/or conditions of the Contract provided that the City shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case the failure cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place Contractor in default and the Contract shall terminate on the date specified in the notice. Contractor may exercise any rights available to in under MISSISSIPPI law to terminate for cause upon the failure of the City to comply with the term and/or conditions of this Contract provided that Contractor shall give the City written notice specifying the City's failure and a reasonable opportunity for the City to remedy the failure.

TERMINATION FOR CONVENIENCE

This Contract may be terminated at any time for the convenience of the City. If this clause is executed, the City shall pay Contractor for all work completed through the termination date, as well as any demobilization costs that are a part of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in **three (3)** original counterparts on the day and year first hereinabove written.

WITNESSES:

Wesley Naile
Wesley Naile

Mary Challeil Turner
Mary Challeil Turner

CrowderGulf, LLC.
Contractor
Ashley Ramsay-Naile
Signature
Ashley Ramsay-Naile
Printed Name
President
Title

WITNESSES:

Stacy Dahl
Asst. Clerk

CITY OF LONG BEACH
Owner
Tim Pierce
Signature
Tim Pierce
Printed Name
Mayor
Title

Minutes of June 2, 2026 Mayor and Board of Aldermen

Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to authorize the Mayor to execute contract with Covington Civil & Environmental, LLC as follows:

**NON-EXCLUSIVE CONTRACT
FOR DISASTER DEBRIS MONITORING SERVICES
TO SUPPORT DISASTER RECOVERY OPERATIONS
MADE BY AND BETWEEN
THE CITY OF LONG BEACH BOARD OF ALDERMEN AND
COVINGTON CIVIL & ENVIRONMENTAL, LLC**

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

- I. Parties.** The parties to this contract are the CITY OF LONG BEACH BOARD OF ALDERMEN, hereinafter referred to as "CITY OF LONG BEACH" and generally as "CITY," and "COVINGTON CIVIL & ENVIRONMENTAL, LLC", hereinafter referred to as "COVINGTON" and generally as "CONTRACTOR".
- II. Scope of Services.** All services listed in this statement are to be performed by Covington unless otherwise noted.
 - A. Purpose:** City of Long Beach, Mississippi seeks disaster related Debris Monitoring Services. This includes debris monitoring operations for every kind and nature of disaster related debris from public rights of way within the unincorporated areas, from city property (and/or private property if approved by the State), beaches and waterways. Private Property Right of Way Access or Right of Entry (ROE) may or may not be part of this monitoring service. However, if the City or State authorizes the ROE it may become part of the specific projects
 - B.** Covington shall provide the services stated within the RFP for Debris Monitoring Services, which is attached hereto as Addendum A and incorporated herein by reference, as well as the services outlined in Covington proposal submitted in response to the RFP for Debris Monitoring Services, which is attached hereto as Addendum B and incorporated herein by reference.
 - C.** Covington shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.
 - D.** Covington shall perform the following Scope of Work: - The Specific tasks include, but are not limited to, the following:

The City will designate a Project Manager that will act as the Point of Contact (POC) for each event. The POC may consist of a City Employee, or a Professional Contractor according to the type and size of any activation.

Covington will work with the Project Manager by assisting in determining the amounts of debris prior to beginning services.

NON -EXCLUSIVE CONTRACT - City of Long Beach Board of Aldermen
DISASTER DEBRIS MONITORING SERVICES
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Covington will work with all associated teams including MEMA, FEMA, City, and Debris Removal Contractors as needed for timely project completions, cost effectiveness, and to maximize FEMA Category A reimbursements.

Covington will measure and certify all equipment associated with either the City Project Manager or approved Disaster Debris Removal contractor(s).

Covington will be familiar with standard Mississippi Department of Transportation (MDOT) Traffic Control Measures and report to the Project Manager any safety issues or irregularities.

Covington will report any delays, issues or concerns by the City or Disaster Debris Removal Contractor to the Project Manager.

Covington will oversee all debris pick up sites as well as temporary and or final sites. Oversight will include GPS coordinates, addresses for pick up, and photographs. Handwritten load tickets will either be provided by the City or by the Disaster Debris Removal Contractor. Should Covington be positioned to offer e-ticketing, a description should be included in the technical overview within the proposal for this service. Should Covington offer e-ticketing, future pricing for any additional devices and the hourly rates for any positions that may be utilizing the devices should also be included within the proposal for this service. Covington will be required to state hourly pricing for flat rate without e-ticketing devices as well as with e-ticketing devices. Either handwritten or electronic tickets must be completed in detail for each line item. Photo documentation must be provided from cradle to grave and correlate with the load tickets.

Covington will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the City Project Manager that can be sent to MEMA and FEMA daily.

Covington will be responsible for working sun-up to sun-down seven days a week unless directed differently by the City Project Manager.

As a minimum, Covington must provide sufficiently trained Personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical.

Covington will be required to document any damage to City or private property caused by the Disaster Debris Removal contractor(s). Covington should also document any City infrastructure damage caused by the event.

Covington must be able to activate within 24 hours of notification to proceed by the City.

NON -EXCLUSIVE CONTRACT - City of Long Beach Board of Aldermen
DISASTER DEBRIS MONITORING SERVICES
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Minutes of June 2, 2026 Mayor and Board of Aldermen

Covington must certify that the company or any of its principles are not bared from performing any Federally Funded Projects including FEMA and the FHWA.

SCOPE OF POSITIONS

Provide Project Managers, Roving Managers, Field Monitors, Fixed Site Monitors, Data Managers, and Clerical for Debris Monitoring following a Federal Declaration.

1) Project Manager:

Covington will provide a Project Manager to oversee debris monitoring activities.

- a. Oversight and Supervision of Monitor field activities.
- b. Scheduling of Monitoring resources and deployment timing.
- c. Communication and coordination with City Personnel.
- d. Make suggestions to improve the efficiency of collection and removal of debris.
- e. Coordinate daily activities and future planning.
- f. Remain in contact with Project Manager.
- g. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
- h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the City and or the Removal Contractor(s).
- i. Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City or Removal Contractor.
- j. Communicate with Debris Removal Contractor(s) to assist with logistics and overall debris removal programs.

2) Field Debris Monitors and Roving/Operations Manager:

Covington will perform on-site, street-level work area inspections of debris cleanup and collection. Covington will provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets (electronic or paper). A Roving or Operations Manager will also be assigned to oversee a maximum of ten Field Monitors. Monitoring operations personnel are expected to oversee the following items:

- a. Provide field monitor personnel at designated areas to check and verify information on debris removal operations.
- b. Monitor collection activity of trucks.
- c. Issue manifest load tickets at loading site for each load.
- d. Check the area for safety considerations such as – downed power lines, the presents of children, traffic control, safety of equipment
- e. Assist contractor with pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mailboxes, etc. to

NON -EXCLUSIVE CONTRACT – City of Long Beach Board of Aldermen
DISASTER DEBRIS MONITORING SERVICES
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- f. help prevent damage from loading equipment and to look for potential problems.
- f. Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your Roving Manager.
- g. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
- h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- i. Properly monitor and record performance and productivity of debris removal crew.
- j. Remain in constant contact with Roving Manager. Roving Manager is to report directly to the Project Manager.
- k. Assist contractor to ensure that loads are contained properly before leaving the loading area.
- l. Ensure only eligible debris is collected for loading and hauling.
- m. Ensure only debris from approved public areas is loaded for removal.
- n. Perform other duties from time to time as directed by the debris management project manager.
- o. Provide photographs, GPS Coordinates, and other documentation as required.

3) Fixed Site Debris Monitors:

Covington will provide Personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary and or final disposal sites.

- a. Provide disposal site monitors and inspectors Personnel.
- b. Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket.
- c. Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area.
- d. Remain in contact with debris management/dispatch center or supervisor.
- e. Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City Personnel.
- f. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- g. Ensure trucks leaving the disposal area are empty.

4) Data Managers:

Covington will provide Personnel to oversee electronic documentation including:

NON -EXCLUSIVE CONTRACT – City of Long Beach Board of Aldermen
DISASTER DEBRIS MONITORING SERVICES
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- a. Excel Spreadsheets as to amounts of debris collected daily.
- b. Maintenance and data transfer of e-ticketing system if applicable.
- c. Data Retention and back up of Data Retention for a minimum of 5 years at the expense of Covington.
- d. GPS devices and oversight of coordinating with FEMA on accuracy.
- e. GIS coordination with the City, PDD, and/or state.

5) Clerical:

Covington will provide Personnel to assist with data collection daily.

- a. Enter daily data into either Excel Spreadsheets or e-ticketing system.
- b. Verify Billing.
- c. Audit billing vs. invoices.
- d. Prepare cover documentation for services and create a filing system either electronic and or paper.
- e. Respond to the general public regarding questions related to Debris Removal operations.

III. Conflict of interest. Covington affirms and acknowledges that it is not currently contracted to and shall not be contracted in the future to any State or Federal agencies for work or services that receive PA funding in the State of Mississippi. Said work or services includes but is not limited to grant administration grant management, or any other work or services funded in-part or wholly with Public Assistance funds which City of Long Beach may determine to be a conflict of interest.

IV. Contract Term. The term of this contract shall begin on *June 2, 2026* and shall end no later than 11:59 p.m. on *November 30, 2029*. If necessary, this contract may be renewed at the discretion of City of Long Beach conditioned upon satisfactory performance during the prior contract term as determined by the City of Long Beach Board of Aldermen. This contract may be renewed upon written notice to Covington at least sixty (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years shall not exceed one (1). Covington acknowledges that throughout the term of this contract the need for the services specified above may decrease. City of Long Beach reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, City of Long Beach will determine whether to activate the contract as it deems services are required.

V. Consideration and Payment.

- A. As consideration for performance of the contract by Covington, City of Long Beach shall pay Covington for services rendered and accepted per authorized task order the amount for services not to exceed the accepted rates as provided in Covington's rate table, Addendum A. This amount shall cover all expenses incurred by Covington in performing the scope of work included in the contract. Included in Addendum A of said addendum is the rate table for this

NON-EXCLUSIVE CONTRACT - City of Long Beach Board of Aldermen
DISASTER DEBRIS MONITORING SERVICES
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contract, which is incorporated herein by reference.

- B. Covington shall invoice City of Long Beach monthly. The final invoice shall be submitted only after the final product has been accepted by City of Long Beach.
- C. Covington agrees to accept all payments in United States currency. City of Long Beach agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by City of Long Beach within forty-five (45) days of receipt of invoice.
- D. Covington agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.
 1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper and ink toner cartridges shall be accomplished through overhead built into the contract price offered by Contractor.
 2. City of Long Beach will not reimburse for the purchase of office equipment unless Covington has received prior written approval from City of Long Beach. Further, any office equipment purchased with prior written approval will be processed through the City of Long Beach Inventory Control Department and will remain the property of City of Long Beach after the completion of services under this contract.
- E. Covington shall have the right to internally manage its own staff, time and expenses. City of Long Beach shall be informed of all staffing issues. Job descriptions and billing rates by job title for specified labor categories are attached hereto as part of Addendum B and incorporated herein by reference.
- F. Covington shall provide the following in terms of staffing to perform the scope of services as provided for in this contract:
 1. Program Manager – (number), and;
 2. Operations Managers - (number), and;
 3. Field Monitors Support – (number), and;
 4. Fixed Site Monitors – (number), and;
 5. Data Managers – (number), and;
 6. Clerical Support – (number).

VI. Personnel. Covington and any assistance they employ shall perform all the services required hereunder this contract. All personnel engaged in the work shall be fully qualified to the

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satisfaction of City of Long Beach and shall be authorized as permitted under Federal, state and local law to perform such services.

- VII. Insurance.** Covington shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by City of Long Beach. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. Covington shall furnish proof of Insurance to City of Long Beach prior to the commencement of operations. The Certificate(s) shall clearly indicate Covington has obtained insurance of the type, amount, and classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include City of Long Beach as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve Covington of its liability and obligations under this Contract.

Certificate Holder Address: City of Long Beach
201 Jeff Davis Avenue
Long Beach, MS 39560

Covington shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect Covington from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by Covington, or by anyone directly employed by or contracting with Covington.

Covington shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

Covington shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect Covington from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by Covington or by anyone directly or indirectly employed by Covington.

Covington shall maintain Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

Covington shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing
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the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of Covington to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, City of Long Beach may adjust these insurance requirements.

- VIII. Terms and Conditions Required for Contract for Services with Long Beach, Mississippi.** This contract is subject to and incorporates the following terms and conditions governing a contract between City of Long Beach and Covington for professional services:

- A. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. Covington shall comply with applicable Federal, State and local laws and regulations.
- B. **Ability to Contract.** Covington warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. Covington agrees to conform to existing policies, rules, and regulations of the City. Covington agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.
- C. **Licenses, Permits and Fees.** Covington shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of Covington.
- D. **Representation Regarding Contingent Fees.** Covington represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Covington's proposal.
- E. **Representation Regarding Gratuities.** Covington represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City of Long Beach Required and Available Clauses.
- F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the "City of Long Beach Required and Available Clauses", a copy of which is available and attached as Appendix A and incorporated herein by reference.

- G. **Equal Employment Opportunity.** Covington understands that City of Long Beach is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap,

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disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and Covington agrees during the term of the agreement that Covington will strictly adhere to this policy in its employment practices and provision of services.

- H. Compliance with Federal Law, Regulations, and Executive Orders.** Covington shall comply with, and all activities under this agreement shall be subject to, all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives. Additionally, Contractor will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- I. Program Fraud and False or Fraudulent Statements or Related Acts.** Covington acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Covington's actions pertaining to this contract.
- J. Stop Work Order.**
1. **Order to Stop Work.** The City may, by written order to Covington at any time, and without notice to any surety, require Covington to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Covington, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Covington shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:
 - a. Cancel the stop work order or;
 - b. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.
 2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Covington shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - a. The stop work order results in an increase in the time required for, or in Covington's cost properly allocable to, the performance of any part of this contract; and
 - b. Covington asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to

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final payment under this contract.
 3. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
 4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.
- K. E-Invoices and Payment.** The City requires Covington submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to City of Long Beach using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. Covington understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.
- L. E-Verification.** Covington represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system", means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, all known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Covington agrees to maintain records of such compliance and, upon request of the City, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Covington understands and agrees that any breach of these warranties may subject Covington to the following:
1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
 2. The loss of any license, permit, certification or other document granted to Covington by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or;
 3. Both.

In the event of such termination/cancellation, Covington would also be liable for any

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additional costs incurred by the City due to Contract cancellation or loss of license or permit.

M. **Transparency.** This contract, including any accompanying exhibits, attachments and appendices, is subject to the "Mississippi Public Records Act of 1983" codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between City of Long Beach and Covington for professional services:

- A. **Anti-Assignment/Subcontracting.** Covington acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the Covington's special skills and expertise. Covington shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
- B. **Approval.** It is understood that this contract requires approval by the City of Long Beach Board of Aldermen. If this contract is not approved, it is void and no payment shall be made hereunder.
- C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event Covington defaults in any obligations under this agreement, the Covington shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. Covington agrees that under no circumstances shall the City be obligated to pay any attorney's fees or costs of legal action to Covington.

D. **Authority to Contract.** Covington represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement

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is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that Covington is not barred from contracting with City of Long Beach; and (f) that the Contractor is at least eighteen (18) years old.

- E. **Contractor Personnel.** City of Long Beach shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Covington. If City of Long Beach reasonably rejects staff or subcontractors, Covington must provide replacement staff or subcontractors satisfactory to City of Long Beach in a timely manner and at no additional cost to City of Long Beach. The day-to-day supervision and control of Covington's employees and subcontractors is the sole responsibility of the Contractor.
- F. **Suspension and Debarment.** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Covington is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) Covington must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by Long Beach, Mississippi. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Long Beach, Mississippi, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. See Certification Regarding Suspension and Debarment included as Attachment G of Addendum B.
- G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** 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. See 44 CFR Part 18 – Certification Regarding Lobbying included as Attachment F of Addendum B.
- H. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**

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Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Long Beach Board of Aldermen and understands and agrees that the City of Long Beach Board of Aldermen will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Long Beach Board of Aldermen and understands and agrees that the City of Long Beach Board of Aldermen will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- I. **Change in Scope of Work.** City of Long Beach may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Covington that the scope of the project or of Covington's services has been changed, requiring changes to the amount of compensation to Covington or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by City of Long Beach and Covington. If Covington believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Covington, Covington must immediately notify City of Long Beach in writing of this belief. If City of Long Beach believes that the particular work is within the scope of the contract as written, Covington will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.
- J. **Confidential Information.** "Confidential Information" shall mean:
1. Those materials, documents, data, and other information which Covington has designated in writing as proprietary and confidential; and,
 2. All data and information which Covington acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:
 - a. To protect all confidential information provided by one party to the other;
 - b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,
 - c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
 - d. To do so by using those methods and procedures normally used to protect the party's own confidential information.
 3. Any liability resulting from the wrongful disclosure of confidential information on the part of Covington or its subcontractor shall rest with Covington. Disclosure of any confidential information by Covington or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.
- K. **Confidentiality.** Notwithstanding any provision to the contrary contained herein; it is recognized that City of Long Beach is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to City of Long Beach pursuant to the agreement, City of Long Beach shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.
- L. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.
- M. **Exceptions to Confidential Information.** Covington and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 4. Is independently developed by the recipient without any reliance on confidential information;
 5. Is or later becomes part of the public domain or may be lawfully obtained by the City or Covington from any nonparty; or,

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6. Is disclosed with the disclosing party's prior written consent.
- N. **Failure to Deliver.** In the event of failure of Covington to deliver services in accordance with the contract terms and conditions, City of Long Beach, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that City of Long Beach may have.
- O. **Failure to Enforce.** Failure by City of Long Beach at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of City of Long Beach to enforce any provision at any time in accordance with its terms.
- P. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, Covington shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the agreement.
- Q. **HIPPA Compliance.** Covington agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
- R. **Indemnification.** To the fullest extent allowed by law, Covington shall indemnify, defend, save and hold harmless, protect, and exonerate City of Long Beach, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Covington and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, Covington may be allowed to control the defense of any such claim, suit, etc. In the event Covington defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. Covington shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. Covington shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.
- S. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity,

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contractor, or any other party pertaining to any matter resulting from the contract.

- T. **Independent Contractor Status.** Covington shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, Covington, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and Covington. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or Covington hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and Covington. Covington's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither Covington nor its employees shall, under any circumstances, be considered servants, agents, or employees of City of Long Beach, and City of Long Beach shall be at no time legally responsible for any negligence or other wrong doing by Covington, its servants, agents, or employees. City of Long Beach shall not withhold from the contract payments to Covington any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to Covington. Further, City of Long Beach shall not provide to Covington any insurance coverage or other benefits, including Worker's Compensation normally provided by the City for its employees.
- U. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document evidenced upon the minutes and executed by the City and Covington. Covington acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or Covington on the basis of draftsmanship or preparation hereof.
- V. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.
- W. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Covington for harm caused by the intentional or reckless conduct of Covington or for damages incurred through the negligent performance of duties by Covington or the delivery of products that are defective due to negligent construction.
- X. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: Ben Benvenuti, Principal Engineer

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Covington Civil & Environmental, I.L.C
2300 14th Street
Gulfport, MS 39501
(228) 396-0486
ben@ccellc.us

For the City: Timothy I. Pierce, Mayor
City of Long Beach Board of Aldermen
201 Jeff Davis Avenue
Long Beach, MS 39560
(228) 869-1556
Mayor@cityoflongbeachms

- Y. Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and Covington.
- Z. Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by City of Long Beach and agreed to by Covington.
- AA. Ownership of Documents and Work Papers.** City of Long Beach shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Covington's internal administrative and quality assurance files and internal project correspondence. Covington shall deliver such documents and work papers to City of Long Beach upon termination or completion of the agreement. The foregoing notwithstanding, Covington shall be entitled to retain a set of such work papers for its files. Covington shall be entitled to use such work papers only after receiving written permission from City of Long Beach and subject to any copyright protections.
- BB. Price Adjustment.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
1. By agreement on a fixed price adjustment before commencement of the additional performance;
 2. By unit prices specified in the contract;
 3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 4. By the price escalation clause.
- CC. Priority.** The contract consists of this Agreement, the Request for Proposal for 'Disaster

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Debris Monitoring Services' (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by Covington dated May 13, 2025 (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

- DD. Record Retention and Access to Records.** Provided Covington is given reasonable advance written notice and such inspection is made during normal business hours of Covington, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Covington for three 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 three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later. The Contractor further agrees: (1) to provide the City of Long Beach Board of Aldermen, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (2) to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (3) to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City of Long Beach Board of Aldermen and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- EE. Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by Covington to City of Long Beach, the same amount may be deducted from any sum due to Covington under the contract or under any other contract between Covington and City of Long Beach. The rights of City of Long Beach are in addition and without prejudice to any other right City of Long Beach may have to claim the amount of any loss or damage suffered by City of Long Beach on account of the acts or omissions of Covington.
- FF. Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

- GG. City Property.** Covington will be responsible for the proper custody and care of any City-

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DISASTER DEBRIS MONITORING SERVICES
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owned property furnished for Contractor's use in connection with the performance of this agreement. Covington will reimburse the City for any loss or damage, normal wear and tear excepted.

IIII. Termination for Convenience Clause.

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to Covington specifying the part of the contract terminated and when termination becomes effective.
2. **Contractor's Obligations.** Covington shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, Covington will stop work to the extent specified. Covington shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Covington shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct Covington to assign Covington's right, title, and interest under terminated orders or subcontracts to the City. Covington must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

II. Termination for Default Clause.

1. **Default.** If Covington refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify Covington in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate Covington's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. Covington shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, Covington shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Covington in which the City has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due Covington such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Covington shall not be in default by reason of any failure in

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performance of this contract in accordance with its terms (including any failure by Covington to make progress in the prosecution of the work hereunder which endangers such performance) if Covington has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Covington shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Covington to meet the contract requirements. Upon request of Covington, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Covington's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of Covington's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.
 6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- JJ. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by City of Long Beach upon written notice to Covington, if Covington should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Covington of an assignment for the benefit of its creditors. In the event of such termination, Covington shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- KK. **Third Party Notification.** Covington shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Covington by any entity that may result in litigation related in any way to this agreement.
- LL. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by Covington is considered by City of Long Beach to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, Covington shall, on being notified by City of Long Beach, immediately correct such deficient service or work. In the event Covington fails, after notice, to correct the deficient service or work immediately, City of Long Beach shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Covington.

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MM. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

NN. Department of Homeland Security (DHS) Seal, Logo and Flags. The Contractor shall not use the DHS seal(s), logos, crests or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This written document, along with any addendums, appendices, and attachments, embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.


 Timothy I. Pierce, Mayor
 City of Long Beach Board of Aldermen

6/3/24
 Date


 Ben Benvenuti, Principal Engineer
 Covington Civil & Environmental, LLC

May 28, 2026
 Date

HOURLY RATE FORM

ATTACHMENT A


**TO: CITY OF LONG BEACH BOARD OF
 ALDERMEN LONG BEACH, MISSISSIPPI for
 REQUEST FOR PROPOSALS for
 DISASTER DEBRIS MONITORING SERVICES**

Key Program Management Personnel: The proposer shall identify all Key Program Management and Personnel for the project and provide detailed resumes showing related experience. The proposer shall provide hourly rates for the following positions:

PROGRAM MANAGEMENT			
POSITION	NAME	CITY/STATE	HOURLY RATE
Principal in Charge	Ben Benvenuti	Gulfport/MS	\$0.00
Regional Project Manager	Matt Mooneyham	Gulf Breeze/FL	\$0.00
Project Manager/Client Liaison	Troy Peterson	Gulfport/MS	\$0.00
OPERATIONS			
POSITION	NAME	CITY/STATE	HOURLY RATE
Project Manager	Bryan Southwick/Pattie O'Neal	Gulfport/MS	\$48.00
Roving/Operations Manager	Patrick Johnson and Lori Boyete	Gulfport/MS	\$48.00
Field Debris Monitors	Multiple Local Staff	Long Beach/MS and surrounding communities as needed	\$40.00
Fixed Site Debris Monitors	Multiple Local Staff	Long Beach/MS and surrounding communities as needed	\$40.00
ADMINISTRATIVE SUPPORT			
POSITION	NAME	CITY/STATE	HOURLY RATE
Clerical	Julie Daughdrill	Gulfport/MS	\$25.00
Data Manager	Ricardo Bosques	Houston/TX	\$40.00
*Other Program Staff: If there are other Program Staff, the Proposer shall identify Other Program Staff hourly rate(s). The Proposer may add additional lines if necessary.			

All hourly rates provided shall be inclusive of all expenses incurred and submitted by:

Camille Smith, Manager | CEO


 5/23/2025

Print Authorized Name and Title:

Authorized Signature and Date:

Minutes of June 2, 2026
Mayor and Board of Aldermen

Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve the proposed fiscal year 2027 budget work sessions schedule as follows:

Fiscal Year 2027
Proposed Budget Schedule

Date	Event
6/5/2026 Friday	Distributed Department Budget Worksheets
6/24/2026 Wednesday	Budget Worksheets Due
7/6/2026 Monday	MBOA Budget Work Session
7/14/2026 Tuesday	MBOA Budget Work Session
7/28/2026 Tuesday	MBOA Budget Work Session
8/21/2026 Friday	Advertise Public Hearing
8/28/2026 Friday	Advertise Public Hearing
9/1/2026 Tuesday	Public Hearing (Regular Meeting)
9/8/2026 Tuesday	Adopt Budget & Tax Levy (Special Meeting)
9/9/2026 Wednesday	Send Adopted Budget to Harrison County
9/18/2026 Friday	Advertise Adopted Budget

There came on for discussion at the request of Alderman Bennett the overlay of Jeff Davis Avenue from Highway 90 to the railroad tracks. Alderman Bennett stated that with the completion of the Gateway Project this paving of Jeff Davis would tie everything together. After considerable discussion, Alderman Bennett made motion, seconded by Alderman Frazer, and unanimously carried to direct City Engineer David Ball to come back with quotes for paving Jeff Davis from Highway 90 to the railroad tracks at the next meeting scheduled June 19th, 2026.

Alderman Frazer made motion, seconded by Alderman McCaffrey, and unanimously carried to enter into executive session to discuss possible ligation.

* * * * *

The meeting resumed with Alderman Bennett making a motion, seconded by Alderman Frazer, and unanimously carried to come out of executive session with no action required or taken.

Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to table the request made by Ronald Kelley for additional headstones on a single plot.

Minutes of June 2, 2026
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Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve the changes to civil service rules and regulations regarding employee leave policy as follows:

LONG BEACH CIVIL SERVICE COMMISSION
P.O. BOX 929
LONG BEACH, MS 39560

May 28, 2026

Board of Aldermen,

Enclosed are the proposed revisions to the City of Long Beach Civil Service Rules and Regulations regarding employee leave benefits. The Civil Service Commission approved these revisions on May 14, 2026, and if adopted, they would take effect on October 1, 2026. This packet includes only the sections proposed for revision:

- 12.3.1
- 12.3.3
- 12.3.4
- 12.3.5

The first two pages provide a summary of the proposed changes to each section. The full current and proposed policies follow.

Respectfully,

Kathy Cook
Civil Service Secretary

**Minutes of June 2, 2026
Mayor and Board of Aldermen**

**SUMMARY - 2026 Proposed Revisions to City of Long Beach
Civil Service Rules and Regulations**

12.3 – LEAVE POLICY

12.3.1 - Vacations

Current Policy

- Full-time employees do not accrue vacation leave during their first year of employment. Vacation leave is awarded on the employee's employment anniversary date.
- Vacation leave not used within the year is automatically forfeited unless special approval is granted by the employee's Supervisor, the Mayor, and the Board of Aldermen (BOA) to carry the leave into the first quarter of the following year.
- Employees separating from employment with the City may receive payment for all unused accrued vacation leave, with no maximum payout limit.

Proposed Policy

- Full-time employees will accrue vacation leave each pay period, increasing the employees' access to and amount of vacation leave more quickly.
- Employees may carry over vacation leave up to the established carryover limit. Any accrued vacation leave exceeding the carryover limit will automatically convert to sick leave.
- Employees separating from employment with the City may receive payment for unused accrued vacation leave; however, payout is limited to a maximum of 80 hours.

Justification: *This proposed change brings the City of Long Beach's vacation leave policy more in line with policies adopted by other municipalities in the area. The revised structure allows employees to accrue vacation (personal) leave incrementally throughout the year rather than waiting until their employment anniversary date.*

Additionally, implementing a carryover limit with excess leave converting to sick leave helps reduce situations at the end of the year where employees feel compelled to use large amounts of leave to avoid forfeiture. This change supports better planning and scheduling within departments while still providing employees with flexibility and fairness in leave usage.

12.3.3 – Sick Leave

Current Policy

- Full-time employees accumulate sick leave. Accumulation of sick leave is unlimited. *(in summary)*

Proposed Policy

- Provides a more detailed definition of "sick leave" and establishes clearer guidelines for appropriate use.
 - Employees may be subject to disciplinary action if engaged in outside employment while utilizing sick leave.
 - Sick leave benefits are not available for use until the employee has completed 30 days of employment.

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**SUMMARY - 2026 Proposed Revisions to City of Long Beach
Civil Service Rules and Regulations, cont.**

- o Employees must notify their supervisor at least one hour prior to the start of their scheduled shift when requesting sick leave due to illness.
- o Establishes return-to-work requirements for employees absent on sick leave for three (3) consecutive workdays or longer, including submission of medical documentation when applicable.
- o Clarifies requirements and procedures related to filing for leave under the Family and Medical Leave Act (FMLA) and provides a definition of "Immediate family" for leave eligibility purposes.

Justification: *This proposed change aligns the City's sick leave policy with those of other local municipalities and more clearly defines key provisions of the current policy.*

12.3.4 – Leave of Absence

Current Policy

- Lists multiple versions of "leave of absence"

Proposed Policy

- Standardizes the definition of "leave of absence" to improve consistency.
- Clarifies employee responsibilities for paying monthly insurance premiums while on leave of absence, including leave covered by FMLA.
- Establishes a bereavement leave policy.
- Defines employee rights and responsibilities under FMLA in greater detail.
- Adds up to 8 hours of annual school leave, subject to prior approval, so employees may attend school functions for themselves, their children, or their grandchildren.

Justification: *These proposed changes align the City's leave of absence policy with those of other local municipalities and provide clearer guidance on employee and employer rights and responsibilities during a leave of absence. The revisions also establish two additional leave benefits: up to 24 hours of bereavement leave and up to 8 hours of annual school leave for eligible employees.*

12.3.5 – Leave of Absence Without Pay

Current Policy

- Defines two forms of leave without pay: accommodation leave for personal business or observance of a holiday not recognized by the city, and city leave for other legitimate reasons requiring unpaid leave.

Proposed Policy

- Clarifies approval authority for unpaid leave by defining the department head's authority to approve up to 40 hours and requiring approval from the Mayor and Board of Aldermen for requests exceeding 40 hours, up to a maximum of 90 days. It also defines the employee's responsibility for paying insurance coverage during approved unpaid leave.

Justification: *Streamlines the policy regarding unpaid leave.*

CURRENT:

12.3.1 Vacations: Vacation eligibility date shall be the yearly anniversary of the employee's eligibility date, which date shall be defined as vacation expiration date. Vacation must be taken within one (1) year of vacation eligibility date, which date shall be defined as vacation expiration date. For purposes of actual, the vacation year shall be each annual anniversary of date of employment. Vacation is expressed in terms of working days. Vacation for all permanent employees of the City, except part-time employees as defined, and those members of the Fire and Police Departments in administrative positions under Civil Service shall be computed as follows:

Tenure	Salaried Employees	Hourly Employees
One Year Continuous	Five Days	Five Days
Three Years Continuous	Ten Days	Ten Days
Ten Years Continuous	Fifteen Days	Fifteen Days
Fifteen Years Continuous	Twenty Days	Twenty Days
Twenty Years	Twenty-Five Days	Twenty-Five Days

a. Firefighters (shift personnel only) shall receive vacation based on the following schedule:

Tenure	Vacation
One Year Continuous	Seventy-two Duty Hours
Three Years Continuous	One Hundred Forty-four Duty Hours
Ten Years Continuous	Two Hundred Sixteen Duty Hours
Fifteen Years Continuous	Two Hundred Forty Hours
Twenty Years	Three Hundred Hours

b. Police officers (shift personnel only) shall receive vacation based on the following schedule:

Tenure	Vacation
One Year Continuous	Six Days
Three Years Continuous	Twelve Days
Ten Years Continuous	Eighteen Days
Fifteen Years Continuous	Twenty Days
Twenty Years	Twenty-five Days

c. All vacation time not used will be lost. Vacation time cannot accumulate. Under extenuating or emergency circumstances, Department Heads can approve requests to carry over unused vacation time on a case by case basis. The circumstance MUST be clearly documented in writing and submitted to the payroll office upon approval. All unused vacation time approved for carry over MUST be used during the 1st quarter of the employee's new vacation year.

d. Under extenuating or emergency circumstances, Department Heads may carry over unused vacation time upon authorization by the Mayor and with the approval of the Board of Aldermen. The circumstance MUST be clearly documented in writing and submitted to the payroll office upon approval. All unused vacation time approved for carry over MUST be used during the 1st quarter of the employee's new vacation year.

- e. At the discretion of the Department Head, vacation periods may be split in one year.
- f. Pay for all vacation will be based on the rate of pay of the employee at the time of vacation and average scheduled work week while earning vacation.
- g. Employees with more than one year of continuous service shall, upon voluntary retirement or resignation, be paid for all unused vacation, provided two weeks' notice of intention to terminate employment has been given.
- h. All unused vacation credits of employees who die while in the employ of the City shall be paid to the spouse or estate of said individual, according to the laws of the State of Mississippi.

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PROPOSED:

12.3.1 Vacations: The City of Long Beach offers time off with pay to eligible employees for rest, relaxation and personal pursuits. Employees in the following employment classifications are eligible to earn and use vacation:

- o Regular full-time employees
- o Probationary employees

Vacations shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. All requests for vacation must be approved by the Department Head prior to the commencement of the requested vacation. Vacations lasting longer than three consecutive shifts shall be requested and approved no less than 30 days in advance.

An employee who voluntarily terminates employment or who is terminated prior to completion of his or her introductory period, or any extension thereof, is not entitled to payment for unused vacation time.

During periods of leave without pay, the accrual shall be pro-rata based on the number of hours worked in the month. Vacation shall be charged in quarter hours rounded to the nearest quarter on the employee's time record.

Employees accrue vacation leave at the rates listed below. On an employee's anniversary date, any accrued vacation leave in excess of the employee's annual accrual limit will be converted to sick leave. Upon separation from the City, employees may cash out up to 80 hours of accrued vacation leave. Any accrued vacation leave exceeding 80 hours will be credited to the Public Employees Retirement System ("PERS"), in accordance with applicable rules and regulations. Employees may not use vacation leave after submitting a resignation notice.

The amount of paid vacation time you receive each year increases with the length of your employment.

Firefighter and Police Officer (shift personnel only) as shown in the following table:

Continuous Service	Accrual Rate
0 to 36 months	6 hours per month
37 to 120 months	12 hours per month
121 to 180 months	18 hours per month
181 to 240 months	20 hours per month
Over 240 months	25 hours per month

All Other Eligible Personnel:

Continuous Service	Accrual Rate
1 to 12 months	6 hours per month
13 to 36 months	12 hours per month
37 to 96 months	14 hours per month
97 to 180 months	16 hours per month
Over 180 months	18 hours per month

The length of eligible service is calculated on the basis of your "benefit year" which is your employment anniversary year if you do not take a significant leave of absence. Your benefit year may be extended for any significant leave of absence except military leave of absence. (Military leave has no effect on the benefit year calculation.)

You may use vacation time in minimum increments of a quarter hour. To schedule vacation time, you should first request advance approval from your supervisor and Department Head. Use the "Leave Request Form" and submit it for approval at least 72 hours in advance of your intended vacation leave. Each request will be reviewed based on a number of factors, including our business needs and staffing requirements.

NO ACCRUED VACATION HOURS MAY BE CASHED OUT DURING YOUR TIME OF EMPLOYMENT.

CURRENT:

12.3.3

Sick Leave

a. Sick Leave shall be earned by all full-time employees in the City Service. Time worked under emergency, temporary or seasonal appointment, when followed immediately by permanent appointment, shall, upon recommendation of the Department Head, be included in computing length of continuous service.

b. Sick Leave shall be granted to an employee who is incapacitated by sickness or injury. Sick leave shall also be granted when, through exposure to contagious disease, the presence to the employee at work would jeopardize the health of others. Certification by a physician must be presented before this is granted.

c. Calculation of sick leave for all eligible employees shall be unlimited.

d. One day of credit for sick leave will be allowed for each calendar month of continuous service in which the employee has worked or had been paid vacation for three (3) full work weeks of each month. A full work week shall be defined as follows:

- Firefighter: 48 hours
- Police Officer: 48 hours
- All Others: 40 hours

e. Sick leave shall not be allowed in advance of being earned. Employee does not have sufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be granted in advance or in anticipation of future sick leave credits. In such cases, payroll deduction will be made for period during which the absence occurred, provided that unused vacation leave may be used for this purpose if the employee so elects in writing. If an employee exhausts all sick, vacation and donated leave credits, salary and all benefits including, but not limited to health insurance program, retirement plan, etc will cease subject to only the provisions as provided by FMLA.

f. Sick leave accumulated by employees shall be credited to the employee's personnel record.

g. In order to qualify for sick leave, all employees must comply with the following conditions.

- (1) The employee shall notify immediate supervisor before time to report to work, unless hospitalized, on any day of absence due to accident or illness.
- (2) After three (3) consecutive days of absence, a physician's certificate must be furnished by an employee to the immediate supervisor. At the discretion of the Department Head, a medical certificate may be required after an absence of one day.
- (3) Such medical certification must be forwarded to the Payroll Department when time and attendance reports are submitted. The medical certificate shall be retained by the Payroll Department as a permanent record of the employee.

h. Upon termination of employment with the City for retirement, resignation, layoff, or termination for cause, an employee shall have no claim for accumulated sick leave. This is for gratuity to be paid only during the employee's sickness or accident while in the employment of the City.

i. Sick leave shall be certified by the Department Head upon payroll forms at the end of each payroll period. Records of sick leave accumulated and used shall be available to employees and shall be maintained by the payroll department.

j. An absence of four hours shall count as one-half of a day of sick leave. Absences between four and eight hours shall count as one full day of sick leave. For firefighters, twelve hours shall be considered as one day of sick leave; six hours for police officers.

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k. Sick leave may be taken where the presence of the employee is actually required by the sickness of a member of the immediate family of the employee. The same conditions as outlined in paragraph (g) shall be followed.

PROPOSED:

12.3.3 Sick Leave

The City of Long Beach provides paid sick leave benefits to eligible employees for periods of temporary absence due to illness or injuries. Employees in the following employment classifications are eligible for sick leave:

- o Regular full-time employees
 - o Probationary employees
- a. You may use sick leave when you are unable to work due to illness or injury. Sick leave is not to be used as extra vacation time, or to "take a break from work." Any employee who abuses sick leave may be subject to disciplinary action.
 - b. An employee may be subject to disciplinary action if he/she engages in outside employment at any time which he/she has used sick leave.
 - c. Sick leave shall be granted at the rate indicated in this policy. Sick leave is not available for use until the end of the month following thirty (30) days of employment. Sick leave shall be charged in quarter-hour increments rounded to the nearest quarter hour on the employee's time sheet. No sick leave shall be given to an employee in excess of the amount earned and available to the employee. Sick leave accrual during leaves of absence without pay will be on a pro-rata basis based on the number of hours worked during the month.
 - d. Employees entitled to sick leave may remain away from work with pay until their accrued sick leave has been exhausted, where such absence is the result of personal illness or physical incapacity not job related, sickness of an immediate family member and/or involuntary or enforced quarantine. Sick leave benefits shall also apply to bona fide cases of sickness, accidents, doctor or dental appointments, maternity leave, and requests for the employee's presence by immediate family, doctor or clergy due to family illness.
 - e. You must notify your Department Supervisor within one hour (60 minutes) before the beginning of the scheduled workday if you cannot report to work due to illness. Failure to do so may result in denial of such leave pay. The employee should also let the supervisor know when he/she expects to return to work.
 - f. Sick leave that exceeds three (3) consecutive work days must be confirmed by a qualified doctor's statement submitted to the supervisor after the third (3rd) consecutive day of absence. The doctor's statement must contain a statement that the employee is fit to return to work or a statement as to when the employee will be fit to return to work. "Qualified doctor" shall be a duly licensed doctor of medicine, osteopathy or dentistry or a qualified health care provider recognized by the City or our employer group health plan.
 - g. In the case of extended illness of the employee or immediate family member, the employee should notify the Human Resource Department and request to start the process for FMLA, which will run concurrently with any **unused comp, sick, or vacation leave**.
 - h. Sick leave usage during an employee's last two (2) weeks of employment must be documented by a qualified doctor, as defined herein.
 - i. Unused sick leave shall accrue to the credit of each such employee with no maximum and, subject to conditions and terms of the Public Employee Retirement System ("PERS") or any other governing or applicable regulations or requirements, may be credited to the employee's

retirement in the PERS as hours worked upon termination, resignation or retirement. Sick leave cannot be cashed out or paid as monies upon termination, resignation or retirement.

- j. If a full day of sick leave is claimed on the last workday before or the first workday after an observed holiday, sickness must be documented by a qualified doctor. In lieu of a medical certificate, supervisors may allow a sworn affidavit from the employee which provides the circumstances of the illness.
- k. Eligible non-police/fire shift personnel will accrue sick leave benefits at 4 hours per pay period.
- l. Eligible police/fire shift personnel will accrue sick leave benefits at 6 hours per pay period.
- m. Sick leave benefits are calculated on the basis of a "benefit year." This is the 12-month period that begins when you start earning sick leave.
- n. As used in this Section, "immediate family" includes spouse, child, parent, brother, sister, grandparents, great-grandparents, parent-in-law, daughter-in-law, son-in-law, grandchildren, great-grandchildren, nephew, niece, uncle, aunt, and current stepparents or stepchildren. This policy shall also apply to persons related by blood or marriage who reside in the same household.

CURRENT:

12.3.4 Leave of Absence

- a. **Civic Leave:** an employee who is required to serve as juror, or to attend court as a witness, or attend a coroner's inquest as a witness, shall be excused from work for the day's service which otherwise would have been worked, at the regular straight time rate less the amount received by the employee for jury service. An employee will present proof of service or reporting for service by the court any time prior to 12:00 noon. An employee shall report to work within one hour after being released by the court.
 - b. **Educational Leave:** After favorable recommendation from the Department Head, the Governing Authority may grant leave so that an employee may obtain, on behalf of profession with the City, advanced training. The Governing Authority and the Department Head shall determine the number of days of leave to be granted.
 - c. **Injury Leave:** An employee shall, in accordance with prescribed procedures, prepare and immediately file a report of any accident or injury suffered by the employee in the line of duty, which is the basis for Injury leave used. An employee on injury leave shall submit to examination at any reasonable time by any qualified doctor designated by the City, and injury leave shall be terminated if such examination is refused, or at any time such an examination reveals that the employee is no longer incapacitated from performing any duties required by the City. An employee who abuses the privileges of injury shall be subject to suspension, other disciplinary action, or discharge.
- When a full time employee is injured in the line of duty, the employee may use any accumulated sick leave or earned vacation time. When vacation days and sick leave days have expired, the City will cease paying the employee's salary, and benefits including, but not limited to health insurance program, retirement, etc. and the employee will begin to receive workmen's compensation benefits only. This applies to each injury an employee may sustain.
- The Governing Authority may grant extended sick leave or injury leave in cases where line of duty accidents cause excessive medical problems; although if all sick leave and vacation have been exhausted, no salary or benefits would be due the employee subject to only the provision as provided by FMLA; The extended leave can be granted without loss of seniority.

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d. Military Leave: "Armed Forces" is defined to include Army, Navy, Marine Corps, Air Force, and Coast Guard. "Reserve Components" is defined to include the federally recognized National Guard and Air National Guard of the United States, the Officer Reserve Corps, the Regular Army Reserve, the Enlisted Reserve Corps, the Marine Corps Reserves, and the Coast Guard Reserve.

Permanent employees of the City who are members of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of service or annual leave when engaged in the performance of official duty or training under competent orders in this State or in the United States. While on such leave, the employee shall be paid military leave without loss of pay and other benefits for up to fifteen days each calendar year. Any military leave time in excess of fifteen days will be without pay, but will not affect loss of time, annual leave, or efficiency rating. A military day is classified as an 8-hour day. (Example: FD 48-hour shift is equal to 6 military days, PD 12-hour shift is equal to 1.5 military days)

Full service credit with the department is to be allowed permanent full time employees for time spent in the active military service, provided that the employee goes directly from department employment into military service, and makes application for re-employment within ninety (90) days, and reports for work within ninety (90) days after being released under honorable conditions from such military service.

The Uniform Services Employment and Reemployment Rights Act requires that service members provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. An employee should provide notice as far in advance as is reasonable under the circumstances. A City of Long Beach Military Leave request form shall be filled out and signed prior to military leave in excess of 15 military (8 hour) days.

It shall be the policy of the City to guarantee that permanent employees, who volunteer, or are called for active military service during a national emergency, shall have a position, upon return to civilian status, which is equal to the one they left, provided that the requirements set forth in the above paragraph are met.

e. Maternity Leave: Leave caused or contributed to by pregnancy, miscarriage, childbirth and recovery from is, for all job-related purposes, temporary leave and will be treated as such in accordance with present sick leave policies. An employee requiring a leave of absence for any of the above-mentioned forms of temporary leave may use accumulated sick leave for such reasons. If all accumulated sick leave is used, vacation leave may be used.

PROPOSED:

12.3.4 Leave of Absence

a. Benefit Continuation while on Approved Leave of Absence

When you are on an approved leave of absence, you may be eligible to continue some or all of your benefits for up to twelve (12) weeks. Your benefits remain subject to the terms of applicable benefit plans and policies, and an extension of this continuation will be considered if required by law.

If you normally pay a portion of the premiums for your medical insurance and/or other benefits through payroll deduction, you remain responsible for your share of the premiums while you are on a leave of absence.

If you are on a paid leave of absence, we will continue to deduct your share of the premiums from any pay received from the City, when possible.

If you are not receiving pay from the City during your leave of absence or if payroll deductions are not possible, you must make payments to the City on a monthly basis for your share of the premiums. Payment by check or money order is due by the 25th of the prior month. If your payment has not been received by the 25th of the prior month, your group benefits will be cancelled. Where permissible, coverage will be terminated retroactively to the date the unpaid premium was due.

If, due to an accommodation, your leave is extended beyond this twelve (12) week period coverage will be terminated due to your reduction in hours worked, and you may have the option to continue coverage through COBRA. You are responsible for the full cost of the insurance benefits under COBRA.

b. Bereavement Leave

Any regular full-time employee who has a member of his or her immediate family taken by death shall receive up to twenty-four (24) hours off with pay as bereavement leave to arrange and attend funeral activities. If additional time is necessary, compensatory time or vacation leave, with advance authorization by the Department Head, may be used. If compensatory or vacation time is not available, it shall be taken as unpaid leave with advance authorization by the Department Head. Employees should immediately notify their supervisor and/or Department Head of their need to take bereavement leave.

"Immediate Family" shall be defined as spouse, mother, father, mother-in-law, father-in-law, children, sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. A current step-child, step-father, or step-mother may also fall under this definition. An aunt, uncle, or cousin who is a dependent of or who resides in the household of the eligible employee, or over whom the eligible employee is a court appointed guardian or conservator, may also be treated as "immediate family" under this section.

c. Jury/Court Leave

Any regular full-time employee who is required to serve on a jury, or as a result of official City of Long Beach duties who is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay. The employee may retain any jury and mileage fees received.

An introductory employee called to serve will have his/her introductory period extended by the same amount of time as was served on jury duty if the period of jury service exceeds five (5) days.

An employee who receives notice of jury duty or witness service must notify his/her supervisor immediately in order that arrangements may be made to cover the position.

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Time away as a result of jury or court leave as set forth above will not affect leave accruals or health insurance benefits for the full term of the absence.

Employees are to return to work after jury duty although no more than the regularly scheduled number of hours for both jury duty and work shall be required in any one (1) day. If excused as a juror on any given day, the employee is expected to contact his/her supervisor immediately and to report to work as instructed.

d. Family and Medical Leave Act (FMLA)

1. Eligibility. All employees who have been employed for at least twelve (12) months and during that time have worked more than 1,250 hours are qualified for federal FMLA. All employees requesting leave under this policy must complete the Family/Medical Leave Form available from the director of Human Resources.

2. Types and Amount of Leave Available. Eligible employees may take up to a total of 12 weeks of FMLA leave within a 12-month period, measured backward from the date an employee uses any FMLA leave, for any combination of the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth
- To care for the employee's child after birth, or placement for adoption or foster care. To care for the employee's spouse, child or parent with a serious health condition
- The employee has a serious health condition that makes the employee unable to perform the functions of his or her job
- A qualifying exigency that arises because the employee's spouse, child or parent is a covered military member on covered active duty
- To care for a covered servicemember that is the employee's spouse, child, parent or next of kin. When leave is taken to care for a covered servicemember with a serious injury or illness, up to a combined total of 26 weeks of unpaid FMLA during a single 12-month period.

When both spouses are employed by the City, they are entitled to share a total of twelve (12) work weeks of family and medical leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition. When leave is taken to care for a service member with a serious injury or illness, spouses employed by the City are jointly entitled to a maximum combined total of up to 26 weeks of leave.

3. Notice. The need to take non-emergency leave should generally be requested from Human Resources at least 30 days in advance or as soon as possible. An application for leave must be completed. In cases of emergency, verbal notice should be given as soon as possible and the application completed as soon as practical. Failure to provide adequate notice may result in a delay or denial of the leave.

4. Certifications. A medical certification form will be required when leave is for a family member's or your own serious health condition. This certification form will need to be signed by a health care provider

When taking military family leave, you will be required to complete a Certification of Qualifying Exigency in addition to providing a copy of the military member's active-duty orders or documentation.

5. Benefit Continuation during Leave. An employee shall be entitled to maintain group health insurance coverage on the same basis as if he or she had continued to work at the City. To maintain uninterrupted coverage, the employee will have to continue to pay his or her share of insurance premium payments either through payroll deduction or by direct

payment. This payment shall be made either in person or by mail to the Payroll Department by the 25th of the prior month.

If an employee informs the City that he or she does not intend to return to work at the end of the leave period, the City's obligation to provide health benefits ends. If an employee chooses not to return to work for reasons other than a continued serious health condition, the City will require the employee to reimburse the City the amount the City contributed towards the employee's health insurance during the leave period. Failure to remit payments may result in the cancellation of your insurance benefits during the period of leave.

6. Job Restoration. An employee who utilizes FMLA leave under this policy will be restored the same job or a job with equivalent status, pay, benefits and other employment terms.

The City may choose to exclude certain highly compensated, "key" employees from this job restoration requirement and not return them to the same or similar position at the completion of FMLA leave. Employees who may be excluded will be informed of this status when they request leave. If the City deems it necessary to deny job restoration for a key employee on FMLA leave, the City will inform the employee of its intention and will offer the employee the opportunity to return to work immediately.

7. Use of Paid and Unpaid Leave. If an employee has accrued paid leave, the employee will use paid leave first. Once paid leave is exhausted, the employee can take the remainder of the FMLA leave as unpaid leave.

8. Additional Information. This section is to serve as a guideline for FMLA. For additional definitions, regulations, and general information, please visit www.dol.gov.

e. Military Leave

Employees are permitted to be absent from employment as "military leave" for service with the Armed Forces when the employee participates in: (1) Annual Training (Summer Camp); (2) Active Duty Training (School); (3) Inactive Duty Training Assemblies (Weekend Drills); (4) Extended leave of absence for voluntary active duty service (Enlistment); or (5) Involuntary call-up. Military leave of absence shall not result in loss of seniority status or pay which would have normally accrued if the employee had not been absent for such purposes. Vacation leave and sick leave will not accrue while an employee is on military leave without pay. Employees going into or returning from military service may elect to continue Health Plan coverage as mandated by the Uniformed Services Employment and Reemployment Rights Act, or other governing law, under the following circumstances. These rights apply only to employees and their dependents covered under the Plan before leaving for military service.

- A person who elects to continue health plan coverage may be required to pay up to 102% of the full contribution under the Plan, except a person on active duty for thirty (30) days or less cannot be required to pay more than the Employee's share, if any, for the coverage. If the employee desires to maintain medical insurance on dependents while he or she is on military leave, the employee must pay premiums for dependents.
- An exclusion or Waiting period may not be imposed in connection with the reinstatement of coverage upon reemployment of one would not have been imposed had coverage not been terminated because of service. However, an exclusion or Waiting Period may be imposed for coverage of any illness or injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of uniformed service. Plan exclusions and Waiting Periods may be imposed for any Sickness or Injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, military service.

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- The maximum period of coverage of a person under such an election shall be the lesser of:
 - (a) The twenty-four (24) month period beginning on the date on which the person's absence begins; or
 - (b) The day after the date on which the person was required to apply for or return to a position or employment and fails to do so.

The City is obligated to grant military leave with pay to the employee for absences not exceeding fifteen (15) days per calendar year. The City will not require the employee to use normal vacation leave for such purposes. The employee may, however, request use of vacation, or leave without pay to supplement absences exceeding those covered by the fifteen (15) day Military Leave allowance. Vacation and sick leave will not accrue while an employee is on military leave that is outside of the aforementioned fifteen (15) day per calendar year period and if he or she is not on vacation or sick leave.

The City will make a reasonable effort to adjust work schedules and assignments to accommodate employees fulfilling military obligations.

1. Employee's Responsibilities

Without limitation, employees are responsible for timely providing copies of all military orders that will result in a leave of absence for active military duty to their Department Director(s). Orders must specify the duties of absence, promulgation authority, letter order number and signature of issuing authority. Employees are required to notify their supervisors at the earliest possible date upon learning of scheduled military duty.

Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to disciplinary action, including termination of employment.

Employees shall provide inactive duty training dates (weekend drills) to their Department Head as soon as available if the dates conflict with scheduled employment with the City.

Extended leave of absence (exceeding fifteen (15) calendar days per calendar year allowance) will be pursuant to the City's policy on LEAVE OF ABSENCE WITHOUT PAY or the policy on VACATION LEAVE.

2. Accounting Procedures

All military leaves will be processed via the Personnel Action Form, copies of which are available from the Human Resources Department. Military Leave (fifteen (15) calendar day military leave allowance each calendar year) will be accounted for in increments of twenty-four (24) hour periods (from 0001 hours to 2400 hours). A firefighter's twenty-four (24) hour on duty shift counts as three (3) days of military leave.

It is the responsibility of the official verifying time records in each Department to annotate the use of military leave on the employee's monthly time record. Military leave will be registered on the time record by use of the designation "ML."

f. School Leave

Each regular full-time employee will be granted up to eight (8) hours of "School Leave" per calendar year to attend school functions for himself/herself or with his or her child(ren) or grandchild(ren). The hours may not be carried over from one calendar year to another and are not compensable upon termination of or voluntary separation of the employee from City employment. All School Leave must be requested and approved in advance by the immediate supervisor or other approving official.

CURRENT:

12.3.5 Leave of Absence Without Pay

- a. **Accommodation Leave:** an employee wishing to attend to personal business or observe a national holiday not recognized by the City may, at the discretion of the Department Head, be granted such leave, not to exceed five (5) calendar days in one calendar year.
- b. **City Leave:** An employee who has a legitimate reason may request leave. Upon favorable recommendation by Department Head of employee, the Governing Authority may approve the request, if it is in the interest of the City. This leave shall not exceed thirty (30) calendar days in one calendar year, and service credit shall be granted for the time of the leave. During this time, sick leave shall not accumulate.

PROPOSED:

12.3.5 Leave of Absence Without Pay

When any employee must be absent from work and has no appropriate leave accrued, the Department Head may grant a leave of absence without pay for a period not to exceed forty (40) hours. Any leave of absence without pay for a period exceeding forty (40) hours must also be approved by the Mayor and Board of Alderman. In no case, however, may a period of leave of absence without pay exceed ninety (90) days. During the period of approved and unpaid leave, the employee must pay for any optional insurance coverage at the employee rate on a pro-rata basis during the period of unpaid leave.

**Minutes of June 2, 2026
Mayor and Board of Aldermen**

It came on for discussion, contracts and road repairs. Alderman McCaffrey spoke regarding companies cutting into roads such as Pine Street and Oak Steet and repairs not being done or not done properly. He stated that maybe it would be something for everyone to look at in their wards. No action was required or taken at this time.

During discussion under departmental business the Mayor spoke to the progress of the Gateway project and that it was scheduled to be completed by June 12th, 2026.

There were no Departmental Reports from the following Department Heads:

- City Clerk
- Fire Department
- Public Works
- Building Office
- Harbor

Based on the recommendation of Mayor Timothy I. Pierce, Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve personnel actions as follows:

- Resignation: Mayor’s Temporary Secretary Cindy Mitchell; effective 05/20/26.

* * * * *

Based on the recommendation of Civil Service Commission and Police Chief Seal, Alderman Frazer made motion, seconded by Alderman Giuffria, and unanimously carried to approve personnel actions as follows:

- Temporary Appointment: Sergeant Kevin Rapiere; PS-11-III; effective 05/16/26.
- Step Increase: Officer Manager Jeanen Knight; CSA-6-XVI; effective 07/16/26.
- Step Increase: Dispatcher Clay Anderson; PS-3-VIII; effective 07/01/26.

* * * * *

Based on the recommendation of Civil Service Commission and Chief Skellie, Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve personnel actions as follows:

- Promotion: Battalion Chief Inspector/Investigator Clayton Maxwell; FS-13-XIII; effective 06/01/26.

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Police Chief Bill Seal requested that the Board consider allowing a date change for the Night Out Against Crime that was previously approved at an earlier meeting. After some discussion, Alderman Frazer made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the dated change from Friday, October 23, 2026, to Friday, October 16, 2026, for Long Beach Police Departments Night Out Against Crime event with the time remaining the same 6-8 pm.

Based on the recommendation of City Engineer David Ball, Alderman Frazer made motion, seconded by Alderman McCaffrey, and unanimously carried to approve and obtain a contract for an additional 6 months for minor and emergency services at the current terms with JLB.



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

May 29, 2026

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

RE: Minor & Emergency Services RFQ

Ladies and Gentlemen:

Last week, the City mobilized JLB to perform emergency and minor services for the sewer main blockage & repairs on Harris Ave. The date of notification to them coincided with the last day of their current contract coverage on May 18, 2026. This means that while JLB's current services on Harris Ave. are per the terms of that previous contract, any further need for emergency or minor services are not covered by a current contract.

We suggest that the City should perform a contract procurement for those Emergency & Minor Services. We are ready to assist the City in that process if desired and could start the procurement process, including a published advertisement, within approximately two weeks.

Until that procurement is completed, the City could consider offering an additional extension to JLB, subject to their approval and to expire upon notification of the award/contract execution of the new contract procured per the above paragraph.

Sincerely,

David Ball, P.E.

*

*

Upon further discussion, Alderman Frazer made motion, seconded by Alderman McCaffrey, and unanimously carried to authorize City Engineer David Ball to begin RFQ process for minor and emergency services.

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve and authorize the mayor to execute, once contractor has executed, the required documents for Daugherty Road Well Repairs as required by MCWI for reimbursement:

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**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

May 29, 2026

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

RE: Daugherty Rd. Well Repairs – MCWI requirements

Ladies and Gentlemen:

We have procured the referenced project in hopes of meeting all requirements for MCWI-reimbursement. However, the MDEQ grant administration team has advised of additional requirements which should be incorporated into the contract terms. To that end, we have prepared the attached contract amendment including those provisions indicated by MDEQ's team. Due to the urgency of this matter, we have sent this to the Contractor requesting their review and execution, and we hereby request that the City authorize the Mayor's execution once received back from the Contractor.

Sincerely,



David Ball, P.E.

DB:539
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\0539\Projects\2026 Daugherty Well repairs\20260529 Daugherty Well repairs - Amend 1.docx

Page 1/1

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Daugherty Rd. Well Repairs

Terms & Conditions - Amendment 1

1. For purposes of this work, the "Contract" and the associated Contract Documents shall be considered the RFQ package and quote as submitted by the Contractor, the Purchase Order for the work as provided by the City
2. The below requirements shall be considered part of the work:
 - a. The contract may be terminated for cause and/or for convenience, per 2 CFR Appendix-II-to-Part-200(B).
 - b. The contract shall be subject to the Equal Employment Opportunity, per 2 CFR Appendix-II-to-Part-200(C).
 - c. The contract shall be subject to the Copeland Anti-Kickback requirements.
 - d. The awarded contractors CANNOT be on the debarred or suspended list, per 2 CFR Appendix-II-to-Part-200(H).
 - e. The contract is subject to the requirements of the SOLID WASTE DISPOSAL ACT, per 2 CFR Appendix-II-to-Part-200(J).
 - f. The contract is subject to the requirements of Domestic Preference 2 CFR Appendix-II-to-Part-200(L).

The above contract requirements are hereby incorporated into the requirements for the work in addition to all other existing contract requirements.

Mutually Agreed:

_____ ; Date: _____
 Tim I. Pierce, Mayor
 City of Long Beach

_____ ; Date: _____
 Name: _____
 Lyman Well Co.

There came on for discussion the AC compressor at the recreation center. Parks and Recreation Director Ryan Ladner obtained quotes and submitted them to the Mayor and Board for review. After some discussion, Alderman Bennett made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the quote submitted by Enfra for \$15,224 and the funds to be taken from the Parks Grant.

ENFRA

**City of Long Beach Senior Center
Compressor Change**

Proposed Project Agreement

Prepared By: Kenny Morales
kenny.morales@enfrasolutions.com

Prepared For: Ryan Ladner
201 Jeff Davis Ave
Long Beach, MS 39560

Date: 5/6/2026
Proposal Number: P20917

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
SHUT IT DOWN
FIX IT, EVERY DAY

TECHNICAL SUPPORT

EXTENDED USEFUL LIFE OF EQUIPMENT

LABOUR EMPLOYMENT SERVICE

ENERGY SAVINGS

LOWER OPERATING COSTS

MINIMIZED DOWNTIME, REPAIR & REPLACEMENT COSTS

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Mayor and Board of Aldermen

ENFRA



Proposal Date: 5/6/2026
Proposal #: P20817

PROJECT PROPOSAL

City of Long Beach Senior Center Compressor Change

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

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

ENFRA proposes to furnish labor, materials and equipment to perform the following scope of work:

- Provide rental lift for compressor removal
- Isolate existing compressor and reclaim refrigerant
- Remove existing compressor on Gym Condenser Unit
- Supply and Install new compressor on Gym Unit
- Recharge unit with reclaimed refrigerant and start unit
- Return Freight for old compressor.

Compressor Warranty 1 year

OUR PRICE FOR THIS PROPOSAL IS
.....\$15,224.00

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.

Alderman McCaffrey made motion, seconded by Alderman Frazer, and unanimously carried to approve the quote from Austin Ladner in the amount of \$38,000 to replace the rails at the Town Green with funds to be paid through the Parks Grant.

MONTY LADNER WROUGHT IRON, INC.

ESTIMATE

April 15, 2026

Site: Harper McCaughan Town Green
Long Beach, MS

Attn: City Of Long Beach

Description: Replace ~345' of existing steel stair/guard rails on north and south side of pavilion.

Material: Pre-fabricated aluminum panels w/ 3/4" pickets.

Finish: Powder-coated (black or white, textured or gloss)
Samples can be provided

Installed

Total: \$38,000.00

Austin Ladner
228 860 6050
4426 A Ave
Long Beach, MS 39560

**Minutes of June 2, 2026
Mayor and Board of Aldermen**

* * *

Further discussion continued on other repairs that are needed at the Town Green to include some painting and replacement of wood in some areas. Alderman Bennett made motion, seconded by Alderman Frazer, and unanimously carried to direct Parks and Recreation Director Ryan Ladner to obtain quotes for additional repairs needed and bring back to the Board for review.

Community Affairs Director, Courtney Welch, submitted a proposed bench design from Kathryn Strickland regarding a previously discussed bench placement in honor of Dan "DJ" Fillette.

Related Products



*Legacy Bench w/ IPE
Lumber*

Item #: B4000, B4020, B4050, B4060



*Legacy Bench w/ Recycled Plastic Lumber
Item #: B4000, B4022, B4051, B4061*

Finish Shown: SB6 (Sandblast Natural Gray Color) with Gray Recycled Plastic Lumber

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Mayor and Board of Aldermen**



*Legacy Bench w/
Recycled Plastic Lumber*

Item #: B4000, B4022, B4051, B4061



*Park Style Bench with
IPE Lumber*

Item #: B4160



*Park Style Bench w/
Recycled Plastic Lumber*

Item #: B4151

No Derelict Properties at this time.

City Attorney Steve Simpson gave an update on the pending litigation for the City's annexation of the Long Beach Industrial Park. Mr. Simpson made the board aware that a new chancellor would be appointed to the case as the previous one had recused themselves.

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

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Mayor and Board of Aldermen

APPROVED:



Alderman Donald Frazer, At-Large



Alderman Patrick Bennett, Ward 1



Alderman Jesse Allen, Ward 2



Alderman Joey Guffria, Ward 3



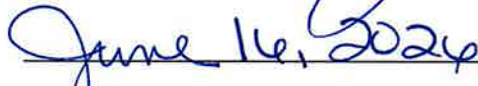
Alderman Timothy McCaffrey, Jr., Ward 4



Alderman Greg Bonds, Ward 5



Alderman Pete L. McGoey, Ward 6



Date

ATTEST:



Emma Ward, City Clerk