

Minutes of December 3, 2024
Mayor and Board of Aldermen

MUNICIPAL DOCKET
REGULAR MEETING OF DECEMBER 3, 2024
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
- V. PUBLIC COMMENTS
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
 - 1. Let's Go! Explore Gulf Coast App
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET
- VIII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. November 19, 2024 Regular & Executive Session
 - a. November 21, 2024 Special
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 120324
- X. UNFINISHED BUSINESS
- XI. NEW BUSINESS
 - 1. Special Event App – City of Long Beach; Easter Egg Hunt
 - 2. Shooter Ready Update – Alderman Johnson
 - 3. Cemetery Fees Update – Alderman McGoey
 - 4. Ratify Amended Tidelands Lease
 - 5. March 4, 2025 MBOA Meeting Discussion – Alderman Frazer
- XII. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - 3. CITY CLERK
 - a. Contract – Harrison County; Redistricting Services – Spread in Minutes
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - a. Advertisement for Bids; 2 Police Vehicles
 - 6. ENGINEERING
 - a. Critical Drainage Bids
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 10. MUNICIPAL COURT
 - 11. HARBOR
 - a. Agreement – All Safe Technologies; Harbor Security Cameras
 - 12. COMMUNITY AFFAIRS
 - 13. DERELICT PROPERTIES
- XIII. REPORT FROM CITY ATTORNEY
- XIV. ADJOURN (OR) RECESS

**Minutes of December 3, 2024
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Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in December, 2024, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Patrick Bennett, Bernie Parker, Timothy McCaffrey, Jr., Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

Absent the meeting was Alderman Angie Johnson.

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

No Public Comments were made.

Mayor Bass recognized Dr. Kelsey Keel, Executive Director of Let's Go! Gulf Coast, who presented the Let's Go! Explore Gulf Coast app that provides individuals with information on outdoor recreational areas and municipalities with data on park usage. After discussion, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the requested \$3,000 contribution from the interest accrued on the Infrastructure Improvement funds, and approve purchase of promotional signage from the same funds.

Alderman McGoey made motion seconded by Alderman Frazer and unanimously carried to approve the following sets of minutes of the Mayor and Board of Aldermen, as submitted:

- November 19, 2024 – Regular
- November 19, 2024 – Executive Session
- November 21, 2024 – Special Meeting

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve payment of invoices listed on Docket of Claims number 120324.

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Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve the following Special Event Application submitted by The City of Long Beach for Easter Egg Hunt:



SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: 11/8/24 Time: _____ By: CS

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: Long Beach Easter Egg

Please give a brief description of the proposed event:

easter egg hunt with kid games and face painting

Event Day Date (s): Sat. April 12th Event Time (s): 10:00am

Set-Up Date & Time: Sat. April 12th Tear-Down Date & Time: 1:00 pm

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

Event Location Description: north side of Town Green

Sponsoring Organization's Legal Name: City of Long Beach

Organization Agent: Courtney Cuevas

Phone: 863-1556 Home: _____ Cell: 297-2191 During Event

Agent's Address: _____

Agent's E-mail Address: Courtney.cuevas@cityoflongbeachms.com

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

How many years has this event occurred? 1

[

[

[

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

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

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

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

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

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

ATTENDANCE: What is expected (estimated) attendance for this event? 100

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

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

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

If yes, how many? _____

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

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

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

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

public works → barricades, trash cans

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

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

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

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

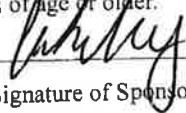
The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

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

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

11/8/24

Date



Signature of Sponsoring Organization's Agent

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

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Event Title: City Easter Egg Hunt

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

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

Police Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ [Signature]

Fire Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ [Signature]

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

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

Parks/Rec: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ [Signature]

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

Any special requirements/conditions:

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

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April 12, 2025
Saturday
10:00 am - 1:00 pm
City Easter Egg Hunt
Town Green

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT
Bob Paul
228-669-7601

TOWN GREEN
Group / Individual Name (Permit tee):
City of Long Beach
Telephone Number: 863 1556 2972191
Home Work Cell
Street Address: _____
City _____ State _____ Zip _____
Type of Event: City Easter Egg Hunt
Start Time: 10:00 am
Closing Time: 1:00 pm

It is agreed between the City of Long Beach and the permit tee that the named facility is reserved on
April 12, 2025
(Date)
Saturday - Town Green

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

Signature [Signature] Date: 11/8/24

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

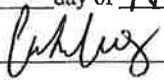
WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Courtney Cuevas, do hereby release, acquit and forever discharge the City of Long Beach, 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 8th day of NOVember, 20 24.

Authorized Signature 

Witness _____

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LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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FEES:

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

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

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

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

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

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

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

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There came on for discussion Shooter Ready Update, whereupon Alderman McGoey made motion seconded by Alderman Bennett and unanimously carried to direct City Attorney Steve Simpson to draft an amendment to section 24-10 of the code of ordinances to address discharging of firearms and shooting galleries.

There came on for discussion Cemetery Fees Update, whereupon no action was required or taken.

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Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Amendment to Public Trust Tidelands Lease with the State of Mississippi, and authorize the Mayor to execute same:

| DO NOT WRITE ABOVE THIS SPACE | |
|---|---|
| <p>Document Prepared by</p> <p>Office of the Secretary of State Raymond D. Carter Assistant Secretary of State for the Gulf Coast 1141 Bayview Avenue Suite 120 Biloxi, MS 39530 (228) 432-0541</p> <p><input type="checkbox"/> Not a Mississippi Attorney <input checked="" type="checkbox"/> Mississippi Attorney Bar No. 8444</p> | <p>Return Original Document to</p> <p>Office of the Secretary of State 1141 Bayview Avenue Suite 120 Biloxi, MS 39530 (228) 432-0541</p> <p><i>If left blank, original document will be returned to document preparer.</i></p> |
| <p>AMENDMENT TO PUBLIC TRUST TIDELANDS LEASE</p> <p>CITY OF LONG BEACH, MISSISSIPPI (Long Beach Small Craft Harbor Renovations, Long Beach, Harrison County, MS) (Bulkheads, Channel Markers, Boat Ramps/Launches, Piers, Docking, Public Facilities, Parking Lot, & Signage)</p> | |
| <p>Lessor</p> <p>State of Mississippi c/o Secretary of State Public Lands Division Post Office Box 136 Jackson, Mississippi 39205-0136 (601) 359-1350</p> | <p>Lessee</p> <p>City of Long Beach, Mississippi By the City Council c/o Mayor, City of Long Beach, Mississippi Post Office Box 929 Long Beach, Mississippi 39560 (228) 863-1556</p> |
| <p>Indexing Instructions</p> <p>Section 13, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi.</p> <p>Also, note on marginal reference on Public Trust Tidelands Lease recorded as Instrument 2011 5510 D – J1 Filed/Recorded 8/31/2011 12:42 N.</p> | |
| <p><small>This document contains 22 pages with the cover page(s) included as an integral part of the document. If there is not enough space for all required information on this page, continue to the next page.</small></p> | |

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**AMENDMENT TO PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations, Long Beach, Harrison County, MS)
(Bulkheads, Channel Markers, Boat Ramps/Launches, Piers,
Docking, Public Facilities, Parking Lot, & Signage)**

THIS AGREEMENT is made and entered into this the 1st day of December 2024, by and between:

THE STATE OF MISSISSIPPI, by and through the
Secretary of State
Public Lands Division
125 S. Congress Street
Suite 1600
Jackson, Mississippi 39201
Telephone: (601) 359-1350

with approval of the Governor

("STATE" or "LESSOR")

And

CITY OF LONG BEACH, MISSISSIPPI
By the City Council
c/o Mayor, City of Long Beach, Mississippi
Post Office Box 929
Long Beach, Mississippi 39560
Telephone: (228) 863-1556

"LESSEE"

RECITALS

WHEREAS, under date of May 18, 2011, a Public Trust Tidelands Lease (LEASE) was executed by and between the SECRETARY OF STATE, as LESSOR, with approval of the GOVERNOR, for and on behalf of the STATE OF MISSISSIPPI, and CITY OF LONG BEACH, MISSISSIPPI, as LESSEE; and

WHEREAS, said LEASE, Instrument 2011 5510 D – J1, Filed/Recorded 8/31/2011 12:42 N (26 pages), in the Land Records of the Chancery Clerk of the 1st Judicial District of Harrison County, Mississippi, covered certain submerged lands, fastlands, and tidelands (LEASE PREMISES) situated in Harrison County, Mississippi; and

WHEREAS, the LEASE PREMISES described and illustrated in the LEASE consisted of submerged lands containing 13.65 acres, more or less and Fastlands containing 6.05 acres, more or less for a total of 19.70 acres, more or less of Public Trust Tidelands, and

WHEREAS, LESSEE submitted plans for additions and improvements to the West parking area of Long Beach Harbor via signage, landscaping, and monumentation along with the repair of the inner harbor bulkhead, perimeter bulkhead of the southern quay area, and the channel markers of

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the entrance channel and the LESSEE desires to amend the LEASE to include this additional area; and

WHEREAS, the modification will require an increase in the size of the LEASE PREMISES to a total of 1,409,801.976 square feet (32.3646 acres) more or less; and

WHEREAS, LESSOR and LESSEE execute this AMENDED LEASE to add additional area to the LEASE PREMISES as requested to facilitate the interest of the STATE OF MISSISSIPPI, and the CITY OF LONG BEACH, MISSISSIPPI; now

THEREFORE, in consideration of the premises and the acknowledged mutual benefits to LESSOR and LESSEE, the LESSOR and LESSEE do hereby agree the Public Trust Tidelands Lease entered May 18, 2011, between the STATE OF MISSISSIPPI and the CITY OF LONG BEACH, MISSISSIPPI is hereby amended as follows.

WITNESSETH:

PURSUANT to the authority of Miss. Code Ann. §29-1-107 (as amended), and §29-15-13 (as amended) STATE hereby leases to City of Long Beach, Mississippi, and City of Long Beach, Mississippi does hereby lease the following described submerged lands, fastlands, or tidelands, hereinafter referred to as LEASE PREMISES, to-wit:

PARCEL A (Submerged lands and Tidelands): All of the submerged lands and Tidelands as described in Exhibit "1," attached to this AMENDED LEASE.

PARCEL B (Fastlands): All of the fastlands as described in Exhibit "1," attached to this AMENDED LEASE.

PARCEL C (Submerged Water Bottoms): All of the submerged water bottoms as described in Exhibit "2," attached to this AMENDED LEASE.

PARCEL D (Fastlands): All of the fastlands as described in Exhibit "3," attached to this AMENDED LEASE.

Paragraph 1 is amended to read:

1. TERM.

1.1 The PRIMARY TERM of this lease shall be for forty (40) years, beginning on the 1st day of December 2024, and terminating on the 30th day of November 2064.

1.2 At the expiration of the PRIMARY TERM, LESSEE shall have the right to extend AMENDED LEASE for a SECONDARY TERM of an additional twenty-five (25) years.

1.3 At the expiration of the SECONDARY TERM, LESSEE shall have the prior right, exclusive of all others to re-lease LEASE PREMISES subject to terms and provisions

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consistent with this AMENDED LEASE, or as may then be agreed upon by STATE and LESSEE.

Paragraph 2.1 (a) is amended to read:

2.1 It is specifically agreed that the LESSEE will use LEASE PREMISES only for the purposes of:

(a) a City Harbor (HARBOR USE) consisting of municipal harbor and marina; boat slips for recreational and commercial boating, for recreational and commercial fishing; (provided no commercial boat shall exceed sixty (60) feet in length) and for harbor infrastructure, to include parks, green space, wharfs, piers, docks, boat slips, parking areas, boat launches, channels and related markers, signage, lights, and other channel related items, and access road, all of which serve a higher public purpose of promoting the public access to and public use of the public trust tidelands and submerged; and

Paragraph 21 is amended to read:

21. NOTICE.

21.1 (a) All notifications or submissions required under the terms of this LEASE shall be made by U.S. Mail or by rapid delivery courier service to the parties at the following addresses:

Secretary of State:

Assistant Secretary of State
Public Lands Division

(By U. S. Mail)
Post Office Box 136
Jackson, Mississippi 39205-0136
(By courier)
401 Mississippi Street
Jackson, MS 39201
Telephone: (601) 359-1350
Facsimile: (601) 359-1461

City of Long Beach

Attention: Mayor

(By U.S. Mail)
Post Office Box 929
Long Beach, Mississippi 39560
(By courier)
201 Jeff Davis Avenue
Long Beach, Mississippi 39560
Telephone: 228-863-1556

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(b) Notices shall be effective upon receipt by the receiving party. Upon written request, LESSOR and LESSEE agree that they will promptly acknowledge in writing to the other receipt of any notice received pursuant to any provision of this LEASE.

21.2 LESSOR or LESSEE may change the identity of the party designated to receive notices under this LEASE by delivering, in the manner provided in Paragraph 21, notification of such change. The notice of change in party designated to receive notice shall clearly state the name, title or office, address for U.S. Mail delivery and address for courier delivery, telephone number and facsimile number of the new party designated to receive notices under this LEASE. Neither LESSOR nor LESSEE shall be entitled to designate, at any one time, more than one party to receive notices under this LEASE. Any such notice of change in the party designated to receive notice under this LEASE shall be effective upon receipt of such notice.

Paragraph 25.3 is amended to read:

25.3 LEASE shall mean that lease agreement made and entered May 18, 2011, by and between the State of Mississippi, by the Secretary of State, with the approval of the Governor, and the City of Long Beach and Long Beach Port Commission, effective January 1, 2010, for certain surface lands, submerged lands or tidelands referred to as LEASE PREMISES and filed /recorded August 31, 2011 (first two pages attached as Exhibit 5)..

Paragraph 25.4 is amended to read:

25.4 LEASE PREMISES shall mean those submerged lands and fast lands constituting the Long Beach Harbor and adjacent lands, the described property being 1,409,801.976 square feet or 32.3646 acres, more or less, described in:

PARCEL A (Submerged lands and Tidelands) described in Exhibit "1," attached to this AMENDED LEASE.

PARCEL B (Fastlands) described in Exhibit "1," attached to this AMENDED LEASE.

PARCEL C (Submerged Water Bottoms) described in Exhibit "2," attached to this AMENDED LEASE.

PARCEL D (Fastlands) described in Exhibit "3," attached to this AMENDED LEASE. all situated along the south side of the toe of the seawall located south of US Highway 90 in the vicinity of located within Section 13, Township 7 South, Range 13 West, City of Long Beach, First Judicial District of Harrison County, Mississippi.

Paragraph 25.6 is amended to read:

25.6 LESSEE shall mean City of Long Beach, Mississippi

Remainder of page intentionally left blank; signatures begin next page 6.

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IN WITNESS WHEREOF, this AMENDED LEASE is executed by LESSEE, this the 3 day of Dec, 2024.

LESSEE:
CITY OF LONG BEACH,
MISSISSIPPI

By: George L. Bass
Print Name: GEORGE L. BASS
Title: Mayor

STATE OF MISSISSIPPI
COUNTY OF Harrison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 3 day of Dec, 2024, within my jurisdiction the within named George L. Bass, personally known to me to be the Mayor of the CITY OF LONG BEACH, MISSISSIPPI, who acknowledged that he/she executed the above and foregoing LEASE AMENDMENT as the act and deed of said Agency, on the date and for the purposes therein stated, being first duly authorized to so do.

Stacy Dahl
NOTARY PUBLIC

My Commission Expires:
12/5/27



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IN WITNESS WHEREOF, this AMENDED LEASE is executed by LESSOR, this the _____ day of _____, 202__.

LESSOR:
STATE OF MISSISSIPPI

BY: _____
MICHAEL D. WATSON, JR.
Secretary of State
State of Mississippi

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 202__, within my jurisdiction the within named MICHAEL D. WATSON, JR., personally known to me to be the SECRETARY OF STATE of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AMENDMENT as the act and deed of said SECRETARY OF STATE for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

NOTARY PUBLIC

My Commission Expires:

APPROVED BY THE GOVERNOR of the State of Mississippi on the _____ day of _____, 202__.

TATE REEVES
Governor

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 202__, within my jurisdiction the within named TATE REEVES, personally known to me to be the GOVERNOR of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AMENDMENT as the act and deed of said GOVERNOR for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

NOTARY PUBLIC

My Commission Expires:

**Minutes of December 3, 2024
Mayor and Board of Aldermen**

**AMENDMENT TO PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations, Long Beach, Harrison County, MS)
(Bulkheads, Channel Markers, Boat Ramps/Launches, Piers,
Docking, Public Facilities, Parking Lot, & Signage)**

Exhibit "1" (3 pages)
(Original Lease Premises)

**Minutes of December 3, 2024
Mayor and Board of Aldermen**

**PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF LONG BEACH, MISSISSIPPI**

(Long Beach Small Craft Harbor)

EXHIBIT 2-A

PARCEL A (Submerged Lands and Tidelands):

All of the bottom lands, submerged lands and tidelands situated and being located within the confines of the Long Beach Harbor, as the same exists as of the date of this lease, and being part of the Charles Asmard Claim, Section 13, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

By agreement of the LESSOR and LESSEE, this exhibit shall be supplemented and amended with a legal description and survey when obtained.

**AMENDED PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations,
Long Beach, Harrison County, MS)
Exhibit "1" (Page 1 of 3)**

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Minutes of December 3, 2024
Mayor and Board of Aldermen

PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF LONG BEACH, MISSISSIPPI

(Long Beach Small Craft Harbor)

EXHIBIT 2-B

PARCEL B (Fast Lands):

The following described uplands and fast lands located within the confines of the Long Beach Harbor as the same exists as of the date of this lease, being part of the Charles Asmard Claim Section 13, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, to-wit:

Generally, the fast lands are those lands south of the toe of the seawall and Highway 90; west of the eastern boundary of the Cleveland Avenue extension south of Highway 90; east of a line extended north from the mean high water mark running north and south along the western side of the jetty extending south of South Burke Avenue; and north of the north boundary of the Boundary Agreement between the LESSOR and LESSEE as depicted on Exhibit 3 as the line between Point "A" and Point "B"; all as depicted on Exhibit 3.

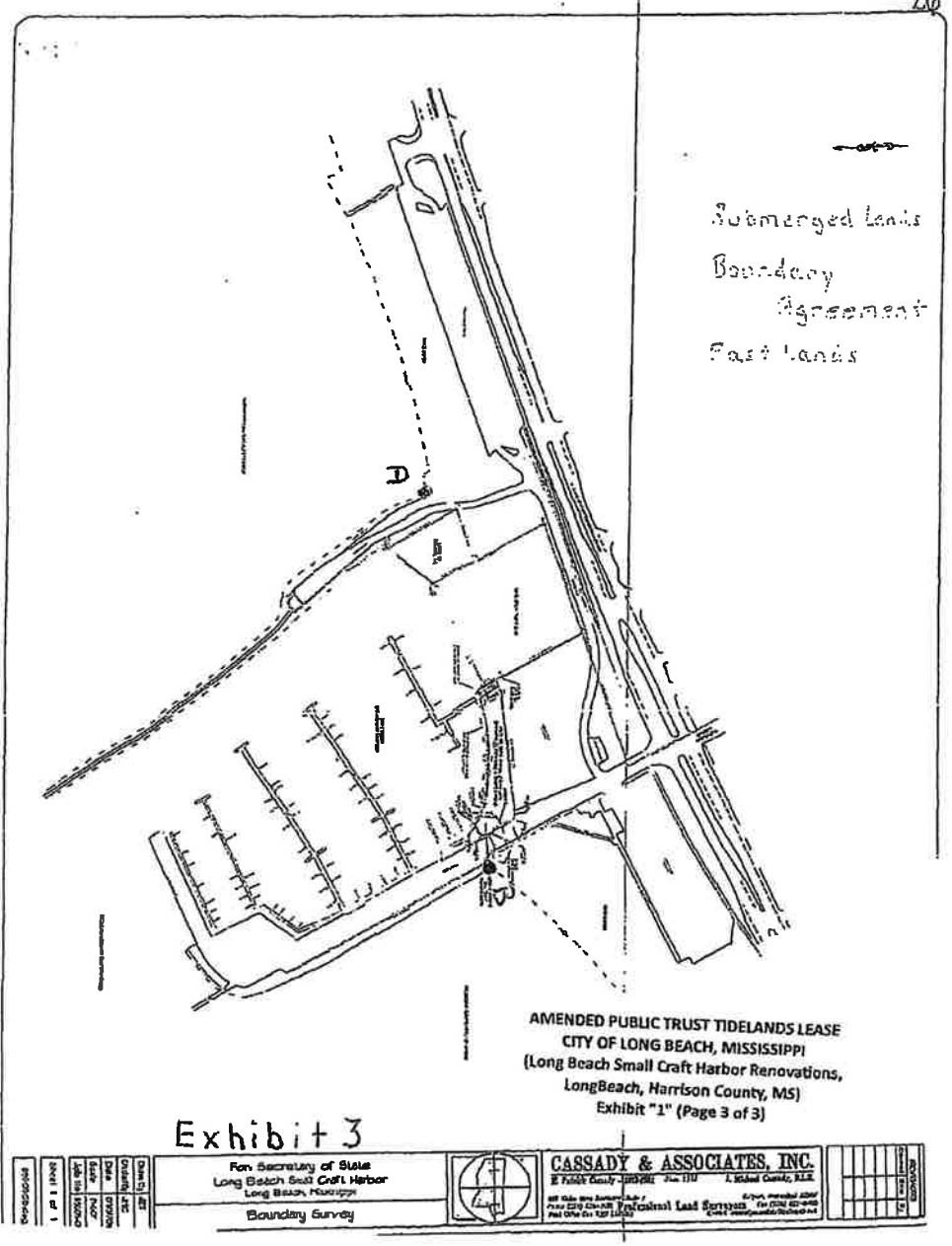
By agreement of the LESSOR and LESSEE, this exhibit shall be supplemented and amended with a legal description and survey when obtained.

AMENDED PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations,
Long Beach, Harrison County, MS)
Exhibit "1" (Page 2 of 3)

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Minutes of December 3, 2024
Mayor and Board of Aldermen

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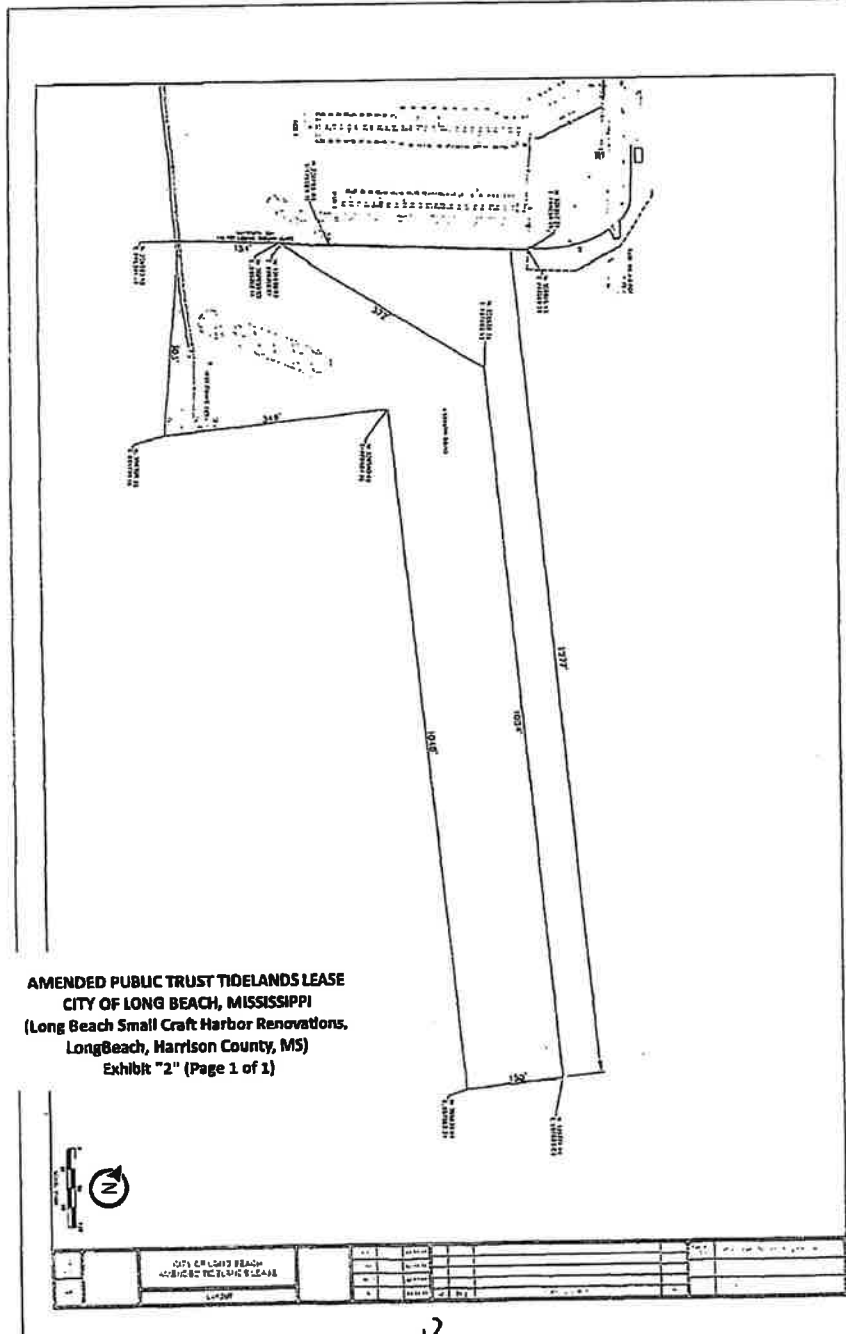
11

**Minutes of December 3, 2024
Mayor and Board of Aldermen**

**AMENDMENT TO PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations, Long Beach, Harrison County, MS)
(Bulkheads, Channel Markers, Boat Ramps/Launches, Piers,
Docking, Public Facilities, Parking Lot, & Signage)**

Exhibit "2" (1 page)
(Areas 1 & 2 Expansion Layout of Lease Area Provided by LESSEE)

Minutes of December 3, 2024 Mayor and Board of Aldermen



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**Minutes of December 3, 2024
Mayor and Board of Aldermen**

**AMENDED PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations, Long Beach, Harrison County, MS)
(Bulkheads, Channel Markers, Boat Ramps/Launches, Piers,
Docking, Public Facilities, Parking Lot, & Signage)**

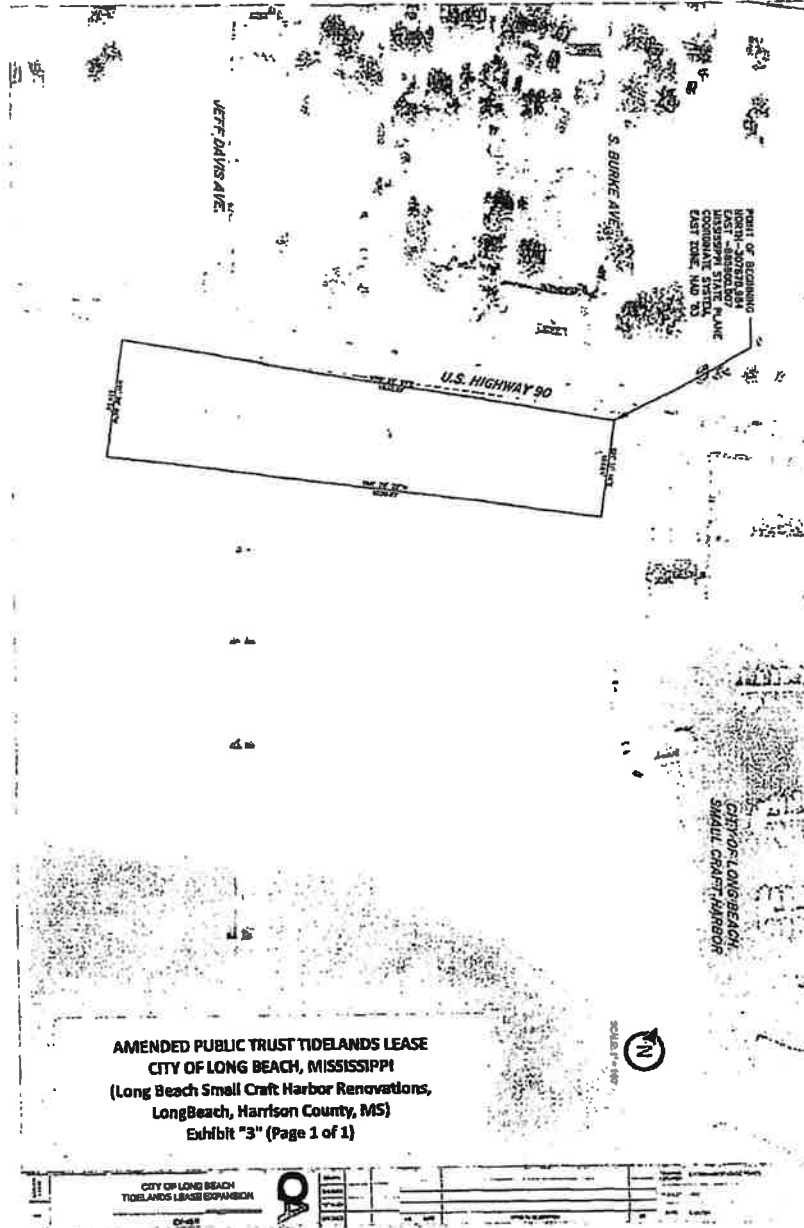
Exhibit "3" (1 page)
(Area 3 Expansion Layout of Lease Area Provided by LESSEE)

10/27/2023-SOS

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City of Long Beach - Harbor Amendment

Minutes of December 3, 2024 Mayor and Board of Aldermen



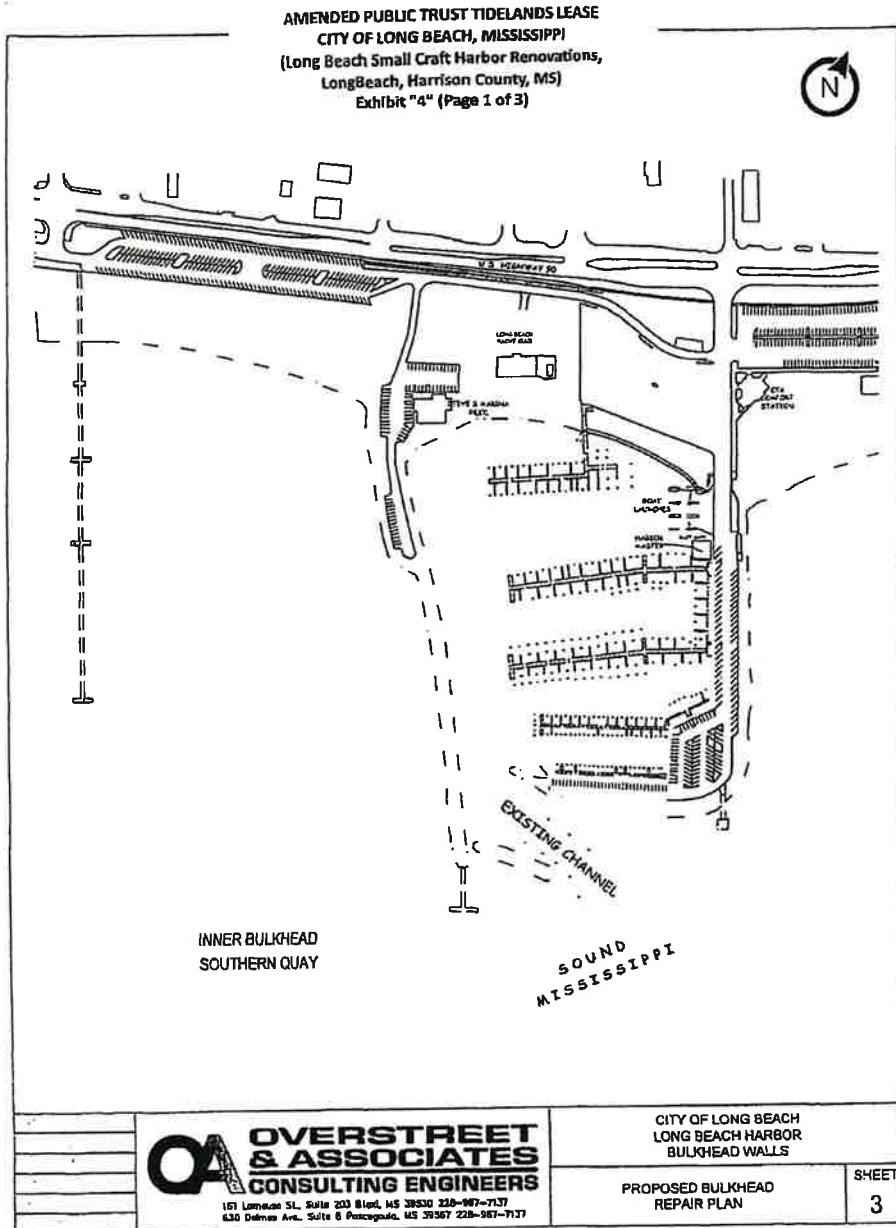
15

**Minutes of December 3, 2024
Mayor and Board of Aldermen**

**AMENDMENT TO PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations, Long Beach, Harrison County, MS)
(Bulkheads, Channel Markers, Boat Ramps/Launches, Piers,
Docking, Public Facilities, Parking Lot, & Signage)**

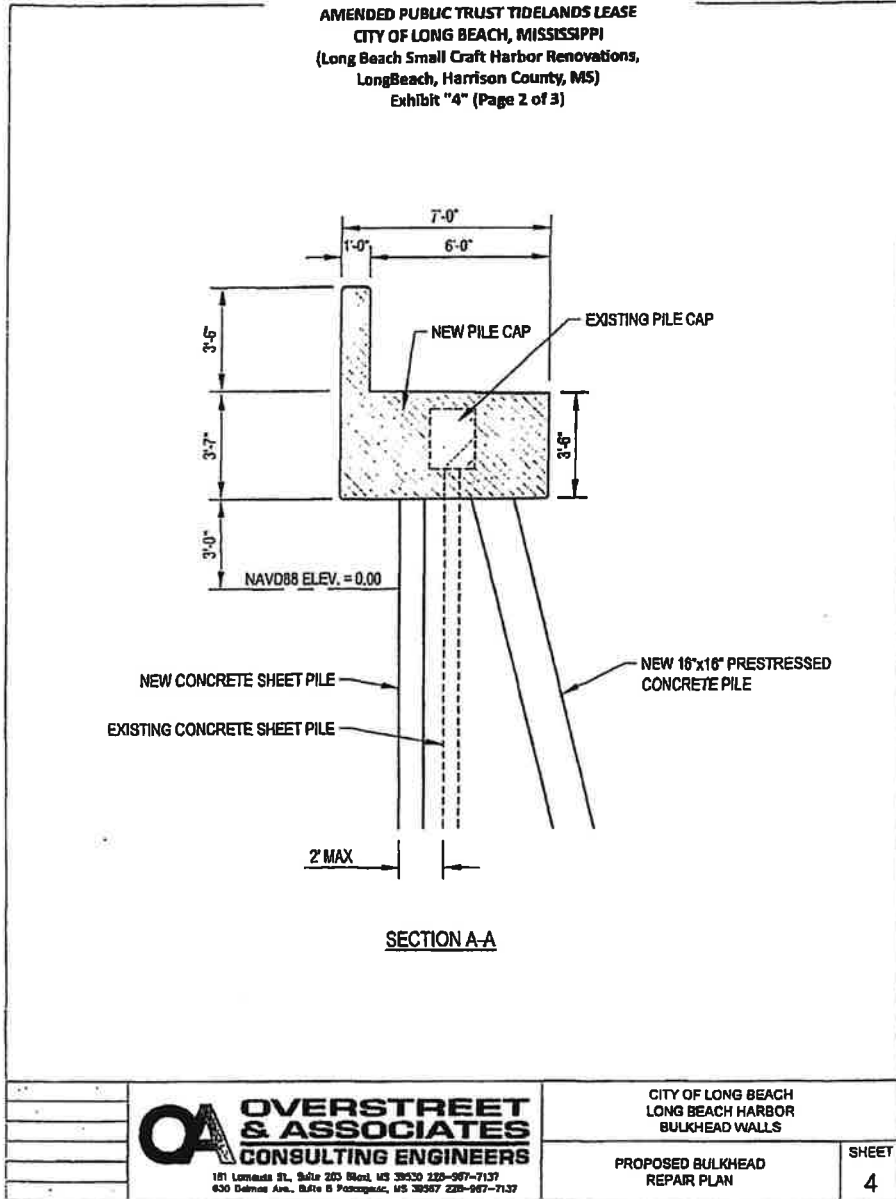
Exhibit "4" (3 pages)
(Proposed Bulkhead Repair Plan for Long Beach Harbor Bulkhead
Walls, Dated June 14, 2023, prepared by Overstreet & Associates
Consulting Engineers, of Lease Area Provided by LESSEE)

Minutes of December 3, 2024 Mayor and Board of Aldermen



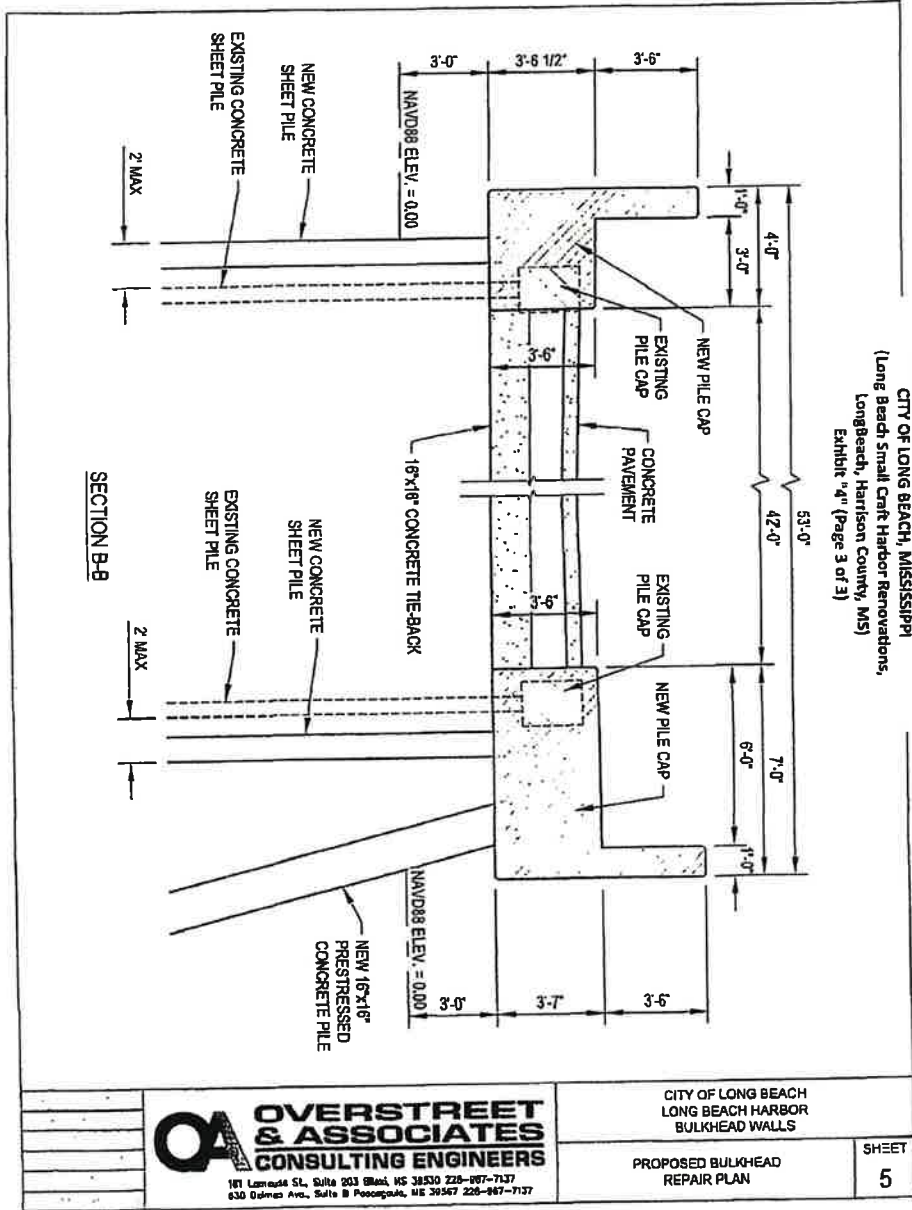
17

Minutes of December 3, 2024
Mayor and Board of Aldermen



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Minutes of December 3, 2024
Mayor and Board of Aldermen



AMENDED PUBLIC TRUST TIDELANDS LEASE
 CITY OF LONG BEACH, MISSISSIPPI
 (Long Beach Small Craft Harbor Renovations,
 Long Beach, Harrison County, MS)
 Exhibit "4" (Page 3 of 3)

| | | |
|---|---|----------|
|  OVERSTREET & ASSOCIATES CONSULTING ENGINEERS <small>181 Larned St., Suite 203 Ocean, MS 38530 228-887-7137 630 Odessa Ave., Suite B Pocomoke, ME 39267 228-887-7137</small> | CITY OF LONG BEACH LONG BEACH HARBOR BULKHEAD WALLS | SHEET |
| | PROPOSED BULKHEAD REPAIR PLAN | 5 |

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**Minutes of December 3, 2024
Mayor and Board of Aldermen**

**AMENDMENT TO PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations, Long Beach, Harrison County, MS)
(Bulkheads, Channel Markers, Boat Ramps/Launches, Piers,
Docking, Public Facilities, Parking Lot, & Signage)**

Exhibit "5" (Page 1 and 2 of Lease)
(Public Trust Tidelands Lease – Instrument No. 2011 5510 D – J1)
(Filed/Recorded 08/31/2011 12:42 N)

Minutes of December 3, 2024
Mayor and Board of Aldermen

SCANNED



J. Hank 1st Judicial District
Instrument 2011 6510 D -J1
Filed/Recorded 08/1/2011 12:42 H
Total Fees \$ 28.00
26 Pages Recorded

| | |
|--|--|
| DO NOT WRITE ABOVE THIS SPACE | |
| <p>Document Prepared by</p> <p>Office of the Secretary of State Raymond D. Carter, Public Lands Attorney Post Office Box 97 Gulfport, MS 39502 (228) 864-0254</p> <p><input type="checkbox"/> Not a Mississippi Attorney <input checked="" type="checkbox"/> Mississippi Attorney Bar No. <u>8444</u></p> | <p>Return Original Document to</p> <p>Office of the Secretary of State Post Office Box 97 Gulfport, MS 39502 (228) 864-0254</p> <p><i>If left blank, original document will be returned to document preparer.</i></p> |
| <p>PUBLIC TRUST TIDELANDS LEASE CITY OF LONG BEACH, MISSISSIPPI (Long Beach Harbor)</p> | |
| <p>Lessor</p> <p>State of Mississippi c/o Secretary of State Public Lands Division Post Office Box 136 Jackson, Mississippi 39205-0136 (601) 359-6373</p> | <p>Lessee</p> <p>City of Long Beach, Mississippi Post Office Box 929 Long Beach, Mississippi 39560 (228) 863-1556</p> |
| <p>Indexing Instructions</p> <p>Charles Asnard Claim Section 13, Township 8 South, Range 12 West, First Judicial District of Harrison County, MS</p> | |
| <p><small>This document contains <u>26</u> pages with the cover page(s) included as an integral part of the document. If there is not enough space for all required information on this page, continue to the next page.</small></p> | |

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Minutes of December 3, 2024
Mayor and Board of Aldermen

2

PREPARED BY:
Secretary of State
Post Office Box 97
Gulfport, MS 39502
(228) 864-0254

RETURN TO:
Secretary of State
Post Office Box 97
Gulfport, MS 39502
(228) 864-0254

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF LONG BEACH, MISSISSIPPI

(Long Beach Harbor)

THIS AGREEMENT, made and entered into this the 18th day of May, 2011, by
and between the

THE STATE OF MISSISSIPPI
By the Secretary of State
Public Lands Division
Post Office Box 136
Jackson, Mississippi 39205-0136
Telephone: (601) 359-6373

with approval of the GOVERNOR,

("LESSOR")

AND

CITY OF LONG BEACH, MISSISSIPPI
By the Board of Aldermen
Post Office Box 929
Long Beach, Mississippi 39560
(228) 863-1556
With approval of the Mayor

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There came on for discussion March 4, 2025 Mayor and Board of Aldermen meeting, whereupon it was determined that a quorum may not be established at this meeting due to the Mardi Gras holiday. It was the consensus of the Board to handle this by recessing the February 18, 2025 meeting until Wednesday, March 5, 2025.

**Minutes of December 3, 2024
Mayor and Board of Aldermen**

Mayor Bass shared the location selected for the bathroom facility at War Memorial Park, which was based on location of water and sewer services, as follows:

Whereupon, there was no action required or taken,



**Minutes of December 3, 2024
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Bennett and unanimously carried to spread the following fully executed Contract for Services with Harrison County for Redistricting Services:

**CONTRACT FOR SERVICES
REDISTRICTING**

This contract for services is made and entered by and between the City of Long Beach Board of Mayor and Aldermen and the Harrison County Circuit Clerk.

Whereas, the City of Long Beach Board of Mayor and Aldermen desires to secure and maintain the services of the Harrison County Circuit Clerk for the purpose of redistricting pursuant to §23-15-283(1) MCA, and further the Harrison County Circuit Clerk desires to enter into this agreement to perform other duties not otherwise provided for in 23-15-283(2)(3) but necessary to implement the Redistricting Plan adopted for the City of Long Beach.

Now therefore, in consideration of the premises and the mutual agreement hereinafter contained, the parties hereby agree as follows:

1. The City of Long Beach Board of Mayor and Aldermen does hereby contract with the Harrison County Circuit Clerk for professional services in relation to redistricting any and all Municipal wards and/or precincts for the City of Long Beach unless this agreement is sooner terminated or extended as allowable by Mississippi law. Said professional services shall include, but not limited to, the building of an address library suitable for implementing boundary lines into the Statewide Election Management System (SEMS), building of precinct and municipal splits resulting from changes in boundary lines into SEMS, notifying voters of their change of ward, assistance in drawing district and/or ward lines, and renaming/organizing splits to easily identify groups of voters within any specific ward. The Harrison County Circuit Clerk, hereby accepts the terms of said services and shall devote the necessary time and efforts to the performance of their duties under this contract.
2. It shall be the duty of the Harrison County Circuit Clerk to take any and all actions necessary to modify the address library in the Statewide Elections Management System (SEMS) to implement all boundary changes adopted by the City of Long Beach Board of Mayor and Aldermen in order to eliminate the risk of adversely affecting the upcoming Municipal elections to be held in 2025.
3. The Harrison County Circuit Clerk shall be provided with a legal description and map of updated municipal ward lines as approved by the City of Long Beach Board of Mayor and Aldermen and an updated city map with street-based index including directions of streets and location of odd and even house numbers and such other information as shall be reasonably required by the Circuit Clerk to perform these services.
4. The Circuit Clerk shall drive, if necessary, to ward lines to ensure accuracy of boundary lines as it relates to address library precinct and municipal splits prior to making any changes in SEMS.

Minutes of December 3, 2024
Mayor and Board of Aldermen

- 5. The Circuit Clerk shall be notified of any ward and/or polling place changes as soon as possible to properly notify affected voters of any such change.
- 6. The City of Long Beach Board of Mayor and Aldermen agrees to pay and the Harrison County Circuit Clerk agrees to accept \$2,000.00 as compensation for all services rendered under this agreement. In addition, the City of Long Beach Board of Mayor and Aldermen agrees to pay for the cost of preparing and mailing notice to all affected registered voters. The Harrison County Circuit Clerk shall present the City of Long Beach Board of Mayor and Aldermen a pay request for the work performed and cost of mailing notice to all affected registered voters at the completion of the work.
- 7. Said professional services contracted to be performed by the Harrison County Circuit Clerk are not required to be performed by the registrar or deputy registrar and are over and above the regular statutory duties of Circuit Clerk. Specifically, said professional services does not include the duties required by 23-15-283(2)(3), namely, implementing boundary line changes into SEMS, building a library street index, building precinct and ward splits.
- 8. This agreement shall be binding upon and insure to the benefit of the successors and assigns of the City of Long Beach Board of Mayor and Aldermen and the Harrison County Circuit Clerk, as allowed by applicable state and federal law.
- 9. This agreement shall be governed by the laws of the State of Mississippi.
- 10. Nothing in this agreement shall be construed to constitute any relationship between the City of Long Beach Board of Mayor and Aldermen and the Harrison County Circuit Clerk, which is not already recognized by state and federal law.
- 11. The foregoing contains the entire agreement of the parties and may not be altered, amended or terminated except by an instrument in writing signed by the parties hereto.

IN WITNESS THEREOF, the parties have executed this agreement as of the 18TH day of Sept, 2024.

CITY OF LONG BEACH BOARD OF MAYOR AND ALDERMEN

BY: George L. Bass
George L. Bass, Mayor

HARRISON COUNTY CIRCUIT CLERK

BY: Justin Wetzel
Justin Wetzel, Circuit Clerk

**Minutes of December 3, 2024
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to authorize advertisement for two (2) 2025 Ford F150 Police Responder Vehicles per the following legal notice:

**LEGAL NOTICE
ADVERTISEMENT FOR BIDS**

NOTICE IS HEREBY GIVEN that the City of Long Beach, Mississippi will receive sealed bids for "TWO (2) 2025 FORD F150 POLICE RESPONDER VEHICLES" as ordered by the City of Long Beach.

Bid sheets, which include specifications and terms of purchase, are available at the City of Long Beach Police Department, 201 Alexander Road, Long Beach, Mississippi, 39560, (228) 865-1981, Attention Officer Sandy Dyess.

Bids will be received by the City Clerk until the hour of 10:00 a.m., Tuesday, January 7, 2024, at City Hall, 201 Jeff Davis Avenue, P.O. Box 929, Long Beach, Mississippi, 39560, at which time, all bids properly filed will be publicly opened and read aloud. Sealed bids must be submitted clearly marked "BID FOR TWO (2) 2025 FORD F150 POLICE RESPONDER VEHICLES", on the outside envelope.

Bids may be held by the City of Long Beach, for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to awarding of the Contract.

The City of Long Beach reserves the right to reject any and all bids and to waive any informalities.

ORDERED by the Mayor and Board of Aldermen, Long Beach, Mississippi, this the 3rd day of December, 2024.

/s/signed
Stacey Dahl, City Clerk

Minutes of December 3, 2024
Mayor and Board of Aldermen

There came on for discussion Critical Drainage Bids, whereupon City Engineer David Ball provided the following:



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

December 2, 2024

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

**RE: Parkwood & Briarwood Area Drainage Improvements
Magnolia-Deerman Area Drainage Improvements
Park Row Area Drainage Improvements**

Ladies and Gentlemen:

We received bids for the referenced ARPA/MCWI projects on November 19. The following is a short summary of the status for each project:

1. Parkwood & Briarwood Drainage – we received one bid only, which was more than 100% above the available funding and our estimated construction cost.
2. Park Row Drainage – we received no bids at all.
3. Magnolia-Deerman Drainage – we received two bids for the work, ranging from 60% - 100% above our available funding and our estimated construction cost.

We have not produced a bid tabulation for these projects yet, but can do so upon your request. In short, based on our understanding of bid laws, the City should not award these projects since the received bids are so much higher than the anticipated cost, especially in light of the low number of bids received. We believe this unfavorable bid condition exists because of the large number of projects being bid across the Coast right now, most of which are ARPA/MCWI projects. Many prospective bidders that we spoke to in the days leading up to bid stated that they were simply too busy to bid another project at this time.

Although we were trying to complete these projects on short notice per our original engineering contracts with the City, the City has entered into an MOU which fully obligates the funding of the project and defers the timeline/performance requirements of the ARPA/MCWI grant significantly. Basically, these projects must be complete prior to the end of December 2026. Therefore, our current recommendation is to not award the projects as bid and to rebid the projects after the current "glut" of construction projects is behind us. If this is acceptable, we will do our best to poll local Contractors regularly to determine the work load, and will find a time slot for bidding which meets the grant requirements and fits into Contractors' schedules better.

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the December 03, 2024, meeting.

Sincerely,

David Ball, P.E.

DB:1318, 1319, 1320, & 1321

Biloxi | Long Beach | Pascagoula | Daphne

O:\1318 - LB Parkwood Drainage ARPA-MCWI\2024\1202 1318-1321 Bid status.docx

Page 1/2

After further discussion, Alderman McCaffrey made motion seconded by Alderman McGoey and unanimously carried to reject all bids received and re-bid when better market conditions exist.

Minutes of December 3, 2024 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Standard Commercial Security Agreement with All Safe Technologies, LLC for cameras in the harbor, and authorize the Mayor to execute same:

All-in-One Commercial Agreement
Kenneth Karchenbaum, Esq., Ttd. No. (P) 19 747 6700
KARNECHENBAUM.COM/192727/Company 11.6.2025

MS License No.: 15005764; Complaints against licensees may be directed to:
Alabama Electronic Security Board of Licensure, 7956 Vaughn Road PMB 392
Montgomery, AL 36116, or by phone (334) 264-6388. License No.: AEGBL#632

ALL SAFE TECHNOLOGIES, LLC
2620 25TH Avenue
Gulfport, MS 39601
(866) 801-0000

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 11/19/2024

Subscriber's Name: City of Long Beach Harbor House Telephone No.: (228) 863-4795

Address: 720 S Cleveland St. Long Beach, MS 39580 Cell Phone No: _____ Email: harbor@cityoflongbeachms.com

1. ALL SAFE TECHNOLOGIES, LLC (hereinafter referred to as "AST" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services.

Purchase Price: \$ 1671.08
Taxes: \$ 0
Total: \$ 1671.08
Down Payment: \$ 0
Balance due upon completion of installation: \$ 1671.08 or Balance due in _____ equal payments of \$ _____

Approximate date work to begin: _____
Estimated date work to be substantially completed: _____

2. **DESCRIPTION OF EQUIPMENT AND SERVICES:**

Check Services Provided:
 Monitoring Center Services Repair Service Inspection Alarm Signal Verification Remote Subscriber Access Cameras
 Access Control Access Control Administration Cyber Security: Compliant Encryption Thermal Imaging Device
 Alarm com: (See Attached Alarm com Rider) Other: (See Attached Schedule of Equipment and Services)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF AST / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination AST shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by AST is the intellectual property of AST and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by AST. AST's signs and decals remain the property of AST and must be removed upon termination of this agreement.

4. **CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:**
SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable (select one option):
Billing shall be: Monthly Quarter Annually Semi-Annually Annually

(a) **MONITORING CENTER CHARGES:** Subscriber agrees to pay AST

(i) The sum of \$ _____ payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed

(ii) The sum of \$ _____ per month for the monitoring of the Security System for the term of this agreement

(b) **SERVICE (Select 1 or II)**

(i) Subscriber agrees to pay AST on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay AST for all parts and labor at time of service. Subscriber is not obligated to call AST for per call service and AST is under no duty to provide service except its warranty service during warranty period. Service by anyone other than AST during warranty period relieves AST of any further obligations under the Limited Warranty. Subscriber to initial for per call service option: _____

(ii) Subscriber agrees to pay AST for a Repair Service Plan for the security equipment the sum of \$ 9.09 per month for the term of this agreement

(c) **INSPECTION AND TESTING:** Subscriber agrees to pay AST \$ _____ per month for the term of this agreement for inspection service. If this option is selected AST will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. AST will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which AST has no responsibility or liability.

(d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay AST the sum of \$ _____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, AST or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by AST or as required by local law and only verified alarm conditions shall be communicated to police or fire department

(e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA (VSD) / CAMERAS / AUDIO / SELF-MONITORING:** Subscriber agrees to pay AST the sum of \$ _____ per month for the term of this agreement. Select remote access / video / audio services to be provided

Access Control Recording Device Monitoring Center Remote Video / Audio Monitoring for Live Streaming
 Video Clips Monitored Upon Alarm Activation Only Verification Recorded Video Clips Cloud Service Data Storage and Retrieval
 Remote Access By Subscriber Video Data to Subscriber's Smart Phone Self-Monitoring Audio Other (describe)

(f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay AST the sum of \$ _____ per month for the term of this agreement. Select Access Control Administration services to be provided

Remote Access Administration On-Site Administration Data Storage Data Backup

(g) **CYBER SECURITY: COMPLIANT ENCRYPTION:** Subscriber agrees to pay AST the sum of \$ _____ per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST), UL or any other established criteria for encryption.

SUBSCRIBER AGREES TO PAY A TOTAL OF \$9.09 PER MONTH, PLUS TAX AS RECURRING CHARGES FOR SERVICES CHECKED IN PARAGRAPHS 3(a)-(g) ABOVE.

IN LIEU OF PAYMENT IN FULL AT COMPLETION AND ACCEPTANCE OF INSTALLATION IN PARAGRAPH 1 "PURCHASE PRICE", AND IN ADDITION TO SEPARATE RECURRING CHARGES, SUBSCRIBER AGREES TO PAY BALANCE \$ _____ IN _____ EQUAL PAYMENTS OF \$ _____ THROUGH _____ (month) _____ (year).

Minutes of December 3, 2024

Mayor and Board of Aldermen

Page 2 of 4

6. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of five years and shall automatically renew month to month hereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof AST shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. AST may invoice Subscriber in advance monthly, quarterly, or annually at AST's option. Unless otherwise specified herein, all recurring charges for 4(a)-(g) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, AST or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department ("First Responders") depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from AST. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of AST or AST's designee Monitoring Center and AST does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, or waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of AST and are not maintained by AST except AST may own the radio network, and AST shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish AST with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, AST will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with AST's notification obligation. All changes and revisions shall be supplied to AST in writing. Subscriber authorizes AST to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests AST to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay AST \$105.00 for each such service. AST may, without prior notice, suspend or terminate its services, in AST's sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by AST.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor pursuant to the agreed upon service repair plan and AST shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without AST's written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by AST, the equipment will transmit data via Subscriber's high speed internet, cellular or radio communication service from remote device supplied by AST or Subscriber's internet or wireless connection device which is compatible with AST's remote services. AST will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the internet, over which AST has no control. The remote services server is provided either by AST or a third party. AST shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. AST shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and AST shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed internet access and/or wireless services at Subscriber's premises. AST does not provide internet service, maintain internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, AST will authorize Subscriber access. AST is not responsible for Subscriber's access to the internet or any interruption of service or down time of remote access caused by loss of internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and AST shall have no liability for such third party unauthorized access. AST is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. AST is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service AST or its designee shall store and/or backup data received from Subscriber's system for a period of one year. AST shall have no liability for data corruption or inability to retrieve data even if caused by AST's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by AST and AST has no responsibility for such access or IP address service. AST shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided AST will maintain the data base for the operation of the Access Control System. Subscriber will advise AST of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to AST regarding personnel access must be in writing via email or fax to addresses designated by AST. AST shall have remote internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and internet access.

11. a. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. AST shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, AST shall store data received from Subscriber's system for one year. AST shall have no liability for data corruption or inability to retrieve data even if caused by AST's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by AST and AST has no responsibility for such access or IP address service. If system has remote access AST is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. AST shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. AST has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

b. THERMAL IMAGING DEVICES: Thermal imaging technology is intended for initial body temperature assessment for triage use; the device is intended to be used for adjunctive diagnostic screening only, and elevated body temperature must be confirmed with another evaluation method. Subscriber requests installation of this equipment and understands the equipment is not manufactured by AST and may not be cleared through the FDA 510(k) process. The parties agree that this equipment is not intended as a medical grade device for the diagnosis, treatment, cure or prevention of disease or medical condition, of any illness, and does not create an undue risk in light of the public health emergency. Any measurement produced by the device should not be solely or primarily relied upon to diagnose or exclude a diagnosis of COVID-19, or any other disease.

Minutes of December 3, 2024

Mayor and Board of Aldermen

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LIMITED WARRANTY ON SALE

12. In the event that any part of the security equipment becomes defective, AST agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. AST reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of the warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. AST is not the manufacturer of the equipment and other than AST's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, AST makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and AST shall not be liable for consequential damages. No equipment provided by AST is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent a disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or any illness. AST does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise, or that the system will in all cases provide the protection for which it is installed. AST expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than AST. Subscriber acknowledges that any affirmation of fact or promise made by AST shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on AST's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that AST has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for AST's breach of this agreement or negligence to any degree under this agreement is to require AST to repair or replace, at AST's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(i) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, AST will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

13. **DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** AST shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including AST's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of AST, AST shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay AST the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of AST on less than 24 hour notice to AST. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of AST, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should AST be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay AST for such service or material.

14. **TESTING OF SECURITY SYSTEM:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify AST if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. AST shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, AST shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise AST of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and AST fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send written notice to AST, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by AST, evidencing that warranty service was requested by Subscriber.

15. **CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (i) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without AST's written consent.

16. **ALTERATION OF PREMISES FOR INSTALLATION:** AST is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in AST's sole discretion for the installation and service of the security system, and AST shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

17. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ45 Block or equivalent, as deemed necessary by AST.

18. **LIEN LAW:** AST or any subcontractor engaged by AST to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the installation and service of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

19. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless AST, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by AST's performance, negligence or failure to perform any obligation under or in furtherance of this agreement or failure to detect, mitigate or respond to any communicable disease, infectious agent, bacteria or virus. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation. Subscriber's insurance carrier may otherwise have against AST or AST's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of AST, which shall not unreasonably be withheld. AST shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

20. **EXCULPATORY CLAUSE:** AST and Subscriber agree that AST is not an insurer and no insurance coverage is offered herein. The equipment and AST's services are designed to detect and reduce certain risks of loss, though AST does not guarantee that no loss or damage will occur. No equipment provided by AST is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or illness. AST is not assuming liability, and, therefore, Subscriber agrees AST shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue AST, for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury, health condition or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water, any communicable disease, infectious agent, bacteria, virus, illness or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by AST's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

21. **INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and AST is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage. AST's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, or AST's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. AST shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against AST and its subcontractors for loss or damages caused by perils intended to be detected by AST's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

22. **LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT, EXCEPT FOR AST'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF AST AS A RESULT OF AST'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF AST'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT AST'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250,000 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE AST'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH AST'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING AST'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, AND ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

Minutes of December 3, 2024 Mayor and Board of Aldermen

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23. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by AST, the payments to be made by the Subscriber for the term of this agreement form an integral part of AST's anticipated profits, that in the event of Subscriber's default it would be difficult if not impossible to fix AST's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to AST, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and AST shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action or proceeding commenced by AST against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST AST ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, IN NASSAU COUNTY, NEW YORK, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Mississippi, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where AST's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred unless prohibited by law. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against AST in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

24. AST'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that AST is authorized and permitted to subcontract any services to be provided by AST to third parties who may be independent of AST, and that AST shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints AST to act as Subscriber's agent with respect to such third parties, except that AST shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to AST's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of AST.

25. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify AST in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event AST discovers the presence of suspected asbestos or other hazardous material, AST shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate AST for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If AST in its sole discretion, determines that continuing the work poses a risk to AST or its employees or agents, AST may elect to terminate this agreement on 2 day notice to Subscriber and Subscriber shall compensate AST for all services rendered and material provided to date of termination. AST shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall AST be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

26. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of AST assigned by AST to perform any service for or on behalf of Subscriber for a period of two years after AST has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, AST shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with AST, times twelve, together with AST's counsel and expert witness fees.

27. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse AST for any fees or fines relating to permits or false alarms. AST shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons AST requiring any services or appearances, Subscriber agrees to pay AST \$200 per hour for such services and appearances. Subscriber shall reimburse AST for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

28. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants AST a security interest in the security equipment installed by AST and AST is authorized to file a financing statement.

29. CREDIT INVESTIGATION: Subscriber and any guarantor authorize AST to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

30. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY
OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

ALL SAFE TECHNOLOGIES, LLC:

By: _____
Signature

SUBSCRIBER:

Subscriber Signature by Authorized Officer Title of Person Signing
George L. Bass 64-6000637
Print Name of Subscriber Tax ID or EIN

Subscriber's Email Address: mayor@cityoflongbeach.ms.com

The undersigned personally guarantees Subscriber's performance of
this agreement and agrees to be bound by all terms as a party herein.

Signature (Name Must Be Printed Below) SS#

Print Name

Residence Address

Minutes of December 3, 2024 Mayor and Board of Aldermen

All In One Commercial Lines Schedule of Equipment & Services
Kenneth Krueberbaum, Esq. TEL No. (516) 747-8700
KRSCHER@RALPH CONTRACTORS.COM 11.6.2020

MS License No.: 15005764; Complaints against licensees may be directed to:
Alabama Electronic Security Board of Licensure, 7856 Vaughn Road PMB 392
Montgomery, AL 36116, or by phone (334) 264-9388, License No.: AESBL#832

ALL SAFE TECHNOLOGIES, LLC
2620 25TH Avenue
Gulfport, MS 39501
(866) 801-0000

SCHEDULE OF EQUIPMENT AND SERVICES

New System:

Service Plan: Accept^x Decline

All Safe Technologies recommends protecting your investment through the purchase of a service plan. Please ask your sales representative about the options available.

Equipment Add-on:

Existing System Monitoring Takeover: ***see below

Describe Equipment (Model #): _____

3 - 4 MP Turret Camera

1 - Antenna

1 - Cat6

Describe Services: _____

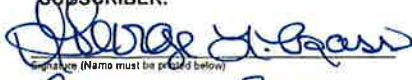
Platinum Service Plan: \$9.09 per month

***Existing System Monitoring Takeover - All Safe Technologies will program customer owned system(s) for monitoring per agreement. All Safe Technologies will evaluate the system for proper operation and advise customer of any inoperable devices or deficiencies. Customer acknowledges there is no warranty on existing system components and any required repairs will be at customer expense.
Customer reserves the right to cancel this agreement if All Safe Technologies is either unable to program system for monitoring or chooses to not complete repairs as advised. Customer Initials

Date: 11/19/2024

ALL SAFE TECHNOLOGIES, LLC:

By: _____
Signature

SUBSCRIBER:

Signature (Name must be printed below)
George L. Bass
Print Name

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

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

**Minutes of December 3, 2024
Mayor and Board of Aldermen**

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mike Brown, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk