

Minutes of June 3, 2010
Mayor and Board of Aldermen

Be it remembered that a special meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 3:00 o'clock p.m., on Thursday the 3rd day of June, 2010, at the Long Beach School District Central Office, 19148 Commission Road in said City, and the same being the time, date and place fixed by order of the Mayor in accordance with the Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said special meeting.

There were present and in attendance on said board and at the special meeting the following named persons: Mayor William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Kaye H. Couvillon, Ronnie Hammons, Jr., Carolyn J. Anderson, City Clerk Rebecca E. Schruff, and James C. Simpson, Jr.

Aldermen Bernie Parker and Mark E. Lishen were absent the special meeting.

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

The meeting was called to order and Alderman Carrubba made motion seconded by Alderman Anderson and unanimously carried to spread the Order and Notice of Special Meeting upon the minutes of this meeting in words and figures as follows:

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City of Long Beach

BOARD OF ALDERMEN

Leonard G. Carrubba, Sr. - At-Large
Gary J. Ponthieux - Ward 1
Bernie Parker - Ward 2
Kaye H. Couvillon - Ward 3
Ronnie Hammons, Jr. - Ward 4
Mark E. Lishen - Ward 5
Carolyn J. Anderson - Ward 6



**WILLIAM SKELLIE, JR.
MAYOR**

**CITY CLERK
TAX COLLECTOR
Rebecca E. Schruff**

**CITY ATTORNEY
James C. Simpson, Jr.**

CITY OF LONG BEACH
COUNTY OF HARRISON
STATE OF MISSISSIPPI

TO THE CHIEF OF POLICE OR ANY LAW ENFORCEMENT OFFICER OF THE CITY OF LONG BEACH, MISSISSIPPI:

GREETINGS:

THIS IS TO COMMAND YOU TO NOTIFY Mayor William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kaye H. Couvillon, Ronnie Hammons, Jr., Mark E. Lishen, Carolyn J. Anderson, City Clerk Rebecca E. Schruff and City Attorney James C. Simpson, Jr., all of the City of Long Beach, that a SPECIAL MEETING of the Mayor and Board of Aldermen has been called and ordered to be held on Thursday, June 3 at 3:00 o'clock p.m. at the Long Beach School District Central Office, 19148 Commission Road, Long Beach, Mississippi, for the purpose of transacting important business of the City of Long Beach, as follows:

TO CONSIDER AND TAKE ACTION ON THE FOLLOWING:

- 1. ADOPT RESOLUTION EXTENDING THE STATE OF EMERGENCY TO PROTECT AND PRESERVE THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY IN THE AFTERMATH OF THE BP DEEPWATER HORIZON OIL SPILL; AND**
- 2. AUTHORIZE MAYOR TO EXECUTE SUB GRANT AGREEMENTS FROM THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES - BP DEEPWATER HORIZON RESPONSE - \$2 MILLION MISSISSIPPI BLOCK GRANT PROGRAM.**
- 3. APPROVE EMERGENCY EXPENDITURES UP TO \$2,509,235 FOR IMPLEMENTATION OF THE BP DEEPWATER HORIZON RESPONSE PLAN**

And you are to have this Notice of Special Meeting then and there with the endorsement of its service on the above named officers and persons who could be found personally at least three (3) hours before the time and date fixed for the special meeting aforesaid.

WITNESS MY SIGNATURE, this the 2nd day of June, 2010.

William Skellie, Jr., Mayor

ATTEST:

Rebecca E. Schruff, City Clerk

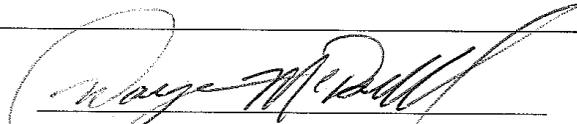
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www.cityoflongbeachms.com

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CITY OF LONG BEACH
COUNTY OF HARRISON
STATE OF MISSISSIPPI

I HAVE THIS DAY PERSONALLY SERVED THE FOLLOWING NAMED INDIVIDUALS THAT COULD BE FOUND WITH NOTICE OF SPECIAL MEETING AT LEAST THREE (3) HOURS PRIOR TO THE DATE AND TIME FIXED FOR HOLDING SAID MEETING.

NAME	DATE	TIME
<i>William Sullivan</i>	6/2/10	1600
<i>Quinn Stewart</i>	6/2/10	4:00 pm
<i>Ronald E. Hampton</i>	6-2-10	4:05
<i>David Stewart</i>	6-2-10	17:03
<i>Roger G. Casselle Jr.</i>	6-2-10	17:17
<i>David Stewart</i>	6/2/10	17:10
<i>David Anderson</i>	6/2/10	17:59
<i>Mike</i>	6/2/10	1843


WAYNE MCDOWELL, CHIEF OF POLICE

BY: *Glenn Cowie 105*
POLICE OFFICER

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Mayor and Board of Aldermen

There came on for consideration at a specially called meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 3rd day of June, 2010, the following Resolution:

A RESOLUTION BY THE LONG BEACH CITY COUNCIL DECLARING A STATE OF EMERGENCY DUE TO THE THREAT POSED TO THE PUBLIC HEALTH, SAFETY AND WELFARE AND PROPERTY OF THE CITY OF LONG BEACH BY THE OIL SPILL IN THE GULF OF MEXICO RESULTING FROM THE EXPLOSION ABOARD THE DEEPWATER HORIZON OPERATED BY BP OIL COMPANY OR RELATED CONCERNS, AND THE RESULTING SPILL OF CRUDE OIL THREATENING THE COASTAL AREAS IN THE NORTHERN GULF OF MEXICO, AND FOR OTHER PURPOSES

WHEREAS, the Mayor and Board of Aldermen ("Governing Authority") of the City of Long Beach, Mississippi, were informed that on April 20, 2010 an explosion occurred aboard the Deepwater Horizon offshore drilling facility operated by BP Oil Company or related concerns in the Gulf of Mexico; and

WHEREAS, since the time of such explosion, crude oil has been spilling into the waters of the Gulf of Mexico, resulting in a threat to the natural resources, wildlife, property, health and safety and general public welfare of the coastal areas in the northern Gulf of Mexico; and

WHEREAS, the Governing Authority is concerned that oil from said disaster could enter the waters of the Mississippi Sound at any time, and could come ashore along the Mississippi Gulf Coast and in surrounding coastal areas and communities, threatening the natural resources, wildlife, property, health and safety and general public welfare of the citizens of the City of Long Beach; and

WHEREAS, on April 30, 2010, the Governor of the State of Mississippi did issue his Proclamation wherein he did declare a state of emergency under his authority contained in Mississippi Code Annotated Section 33-15-11, to include the areas contained within Harrison, Hancock and Jackson Counties, in order to respond to the

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threat to the natural resources and environment of the State of Mississippi, and to otherwise protect and provide for the public interest and general welfare of the citizens of the State of Mississippi; and

WHEREAS, the Governing Authority of the City of Long Beach is vested with authority to declare a "state of emergency" to protect the health and safety of persons as a result of the impending crisis by virtue of §33-15-17, et seq. and §45-17-1, et seq., Miss. Code Ann., as amended, and related statutes, and Sec. 1-70, Code of Ordinances of the City of Long Beach; and

WHEREAS, in order that the Mayor, as chief executive officer of the City of Long Beach, and City and County officials in charge of emergency management may take such emergency measures, and authorize certain acts or expenditures, and give direction to emergency service providers, fire and police personnel as may be required for protection of the health and safety of persons and property, both public and private, threatened by the oil spill caused in the Gulf of Mexico by the explosion occurred aboard the Deepwater Horizon offshore drilling facility operated by BP Oil Company or related concerns in the Gulf of Mexico; and to request and apply for Federal and State assistance, a "state of emergency" was heretofore declared on April 30, 2010 and proclaimed for city government to respond to the impending crisis, and such state of emergency continues to exist as of the date hereof;

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

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That a "state of emergency" is hereby found to continue to exist, and same is hereby officially again declared and proclaimed for the reasons stated in the Preamble hereto, and that all such measures as are necessary, proper and allowed

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under law shall be authorized and directed, and all such measures necessary, proper and allowed under law should be taken in order to protect the health and safety of persons and property that may be affected by the oil spill and environmental crisis described above.

SECTION 3. The Mayor of the City of Long Beach, as its chief executive officer, and City and County emergency management officials vested with authority to act during times when a threat to health of persons requires local government to declare a state of emergency, are hereby granted all legal authority required to act as required to respond to said emergency, including incurring emergency expenditures, requesting aid and rendering assistance, seeking State, Federal and other assistance to care for and to protect the health and safety of persons and property that may be affected by the oil spill crisis.

SECTION 4. That this Resolution shall be spread on the minutes of the Long Beach City Council, and shall take full force and effect at 3:00 p.m. on June 3, 2010, and shall expire or shall be terminated by the Governing Authority at such time as deemed necessary and proper, and the impending threat has been resolved.

SECTION 4. That copies of this Resolution shall be provided to the Board of Supervisors of Harrison County, Mississippi and any other emergency response entity as appropriate.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman Ponthieux. Alderman Anderson seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote by the Mayor, the result was as follows:

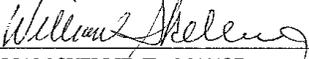
Alderman Bernie Parker	voted	Absent, Not Voting
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Aye
Alderman Carolyn J. Anderson	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye

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Alderman Mark E. Lishen	voted	Absent, Not Voting
Alderman Ronnie Hammons, Jr.	voted	Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted and approved this the 3rd day of June, 2010.

APPROVED:


WILLIAM SKELLIE, JR., MAYOR

ATTEST:


REBECCA E. SCHRUFF, CITY CLERK

Upon clarification of several sections and sub-sections, Alderman Carrubba made motion seconded by Alderman Anderson and unanimously carried to approve the \$2,000,000 BP Deepwater Horizon Response Mississippi Block Grant Program, authorizing the Mayor to execute same, as follows:

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STATE OF MISSISSIPPI

Haley Barbour
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

William W. Walker, Ph.D., Executive Director

May 26, 2010

The Honorable William Skellie, Jr
City of Long Beach
P.O. Box 929
Long Beach, MS 39560

Re: BP Deepwater Horizon Response – \$25 Million MS Block Grant Program

Dear Mayor Skellie:

I am pleased to inform you that your proposal for the BP Deepwater Horizon Response - \$25 Million Mississippi Block Grant Program has been awarded in an amount not to exceed \$2,000,000.00, additional funding is possible at a later date. Actions performed under this Agreement must be consistent with the Unified Command Strategy, involving a multi-layered trigger response plan set up between BP and the lead state agencies, which implements a specific line of defense to fight oil if it penetrates south of the Barrier Islands, island passes, and beaches and ultimately inland waterways and bays. Funds will be disbursed for administrative, safety and law enforcement staff time; contracted professional services used to assist in the project management and oversight of the plan, and small equipment purchases, including vehicles and vessels on a cost reimbursement basis and must be in accordance with the Unified Command Strategic plan. Any heavy equipment purchases will require prior approval by the Executive Directors of the Department of Marine Resources and Department of Environmental Quality. This is for costs incurred from the Governor's declared a State of Emergency on April 30, 2010 through December 31, 2010. We encourage you not to focus at this time on the purchases of any clean up equipment and supplies. This work, if it proves necessary, should be provided by BP contractors. I have enclosed a copy of Mississippi Main Shoreline Clean-Up Policies. This document was developed by the Unified Command, a team of federal, state, and BP officials and is intended to provide guidance should clean up of our beaches and vegetated areas become necessary.

Enclosed you will find two original Sub Grant Agreements from the Mississippi Department of Marine Resources that outlines the conditions of your award. Please execute both copies and return one executed copy to our office to the attention of Rhonda Price.

Your cooperation and understanding are appreciated. Should you have any questions regarding this matter, please do not hesitate to contact me or Rhonda Price at (228) 374-5000.

Sincerely,


William W. Walker, Ph.D.
Executive Director

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Enclosure

Cc: Maureen Johnson, Unified Command
Trudy Fisher, Executive Director, MSDEQ

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MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

SUB-GRANT AGREEMENT City of Long Beach Sub-Grant #S-10-LB-MSBPDHRBG-7

SECTION 1.0: Parties to the Agreement

This agreement is by and between the Mississippi Department of Marine Resources, hereinafter referred to as DMR, and the City of Long Beach, hereinafter referred to as Sub-Grantee.

SECTION 2.0: Purpose

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as Mississippi British Petroleum Deepwater Horizon Response Block Grant (MSBPDHRBG). This Sub-Grant establishes a scope of work for the Sub-Grantee to receive reimbursements based on the attached proposal.

SECTION 3.0: Responsibilities of DMR and Sub-Grantee

3.1 DMR Responsibilities:

- 3.1.1 Review and approval of invoices and periodic reports.
- 3.1.2 Review of progress reports on the ongoing activities.
- 3.1.3 Determination of necessary revisions to Sub-Grantee's proposed plans.
- 3.1.4 Oversight of work and services provided by Sub-Grantee.

3.2 Sub-Grantee Responsibilities:

- 3.2.1 The Sub-Grantee is responsible for implementing the work and services as set forth in their proposal, attached as Exhibit 1, and outlined below in Section 4.0.

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- 3.2.2 The Sub-Grantee will coordinate all communication regarding their proposal any approved work and services with the DMR through, Rhonda Price, Office of Coastal Management and Planning

SECTION 4.0: Scope of Work

This Agreement will provide for all of the following tasks:

- 4.1 The Sub-Grantee:
- 4.1.1 Agrees to communicate and work in good faith with DMR to implement the proposed and/or revised Sub-Grantee plan per DMR's direction.
 - 4.1.2 Shall implement the proposed Sub-Grantee plan as approved and/or revised by DMR.
 - 4.1.3 Shall complete the proposed Sub-Grantee plan as approved and/or revised by DMR.
 - 4.1.4 Shall purchase equipment and materials that are necessary to implement and complete the proposed and/or revised Sub-Grantee plan.
 - 4.1.5 Submit an application for cost reimbursable expenses incurred as a result of the British Petroleum Deepwater Horizon Response activities along the MS Gulf Coast.
 - 4.1.6 Actions performed under this Agreement must be consistent with the Unified Command Strategy.

SECTION 5.0: Consideration and Payment

- 5.1 Consideration. As consideration for the performance of this agreement, the DMR agrees to pay the Sub-Grantee the amount incurred in the performance of this agreement not to exceed Two Million, Dollars and Zero Cents **(\$2,000,000.00)**. Under no circumstances will payment be made for work performed before execution of this Sub-Grant or after expiration of this Sub-Grant.
- 5.2 Payment. The DMR agrees to make payments within 30 days of receipt of a correct or approved invoice/request for reimbursement and the supporting documentation. *Invoices/requests for reimbursement must be submitted within thirty (30) days after the end of the quarter in which the work occurred.* Under no circumstances will payment exceed Two Million, Dollars and Zero Cents **(\$2,000,000.00)**.
- 5.3 Invoices/requests for reimbursement submitted by the Sub-Grantee shall include:

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- 5.4.1 The Sub-Grant number.
- 5.4.2 The time period for services incurred.
- 5.4.3 Category breakdown for expenses.
- 5.4.4 Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount.

Invoices/requests for reimbursement will be reviewed to determine (1) that the indicated costs are allowable under appropriate guidelines, and (2) that the work performed contributes directly to the accomplishment of established objectives.

SECTION 6.0: Period of Performance

- 6.1 The duties and responsibilities as set forth in this agreement shall be performed between the period beginning April 30, 2010 and ending December 31, 2010. If deemed necessary, this Sub-Grant can be at no cost extended on an as-needed basis.

SECTION 7.0: Standard Terms and Conditions

The Sub-Grantee certifies that it:

- 7.1. Has the legal authority to apply for the program and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal.
- 7.2. Will give the Grantee, the Comptroller General of the United States, and any other authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives and maintain separate accountability for the funds.
- 7.3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 7.4. Will initiate and complete the work within the applicable time frame after receipt of approval from the Grantee.
- 7.5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A

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of OPM's Standards for Merit Systems of Personnel Administration (5 CFR 900, Subpart F.).

- 7.6. Will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.
- 7.7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
- 7.8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 7.9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a- 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-333), regarding labor standards for federally assisted construction subagreements.
- 7.10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-924) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

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- 7.11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 7.12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- 7.13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*).
- 7.14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 7.15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 *et seq.*) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 7.16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 7.17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and non-profit institutions.
- 7.18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
- 7.19. **Applicable Laws.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought

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in the courts of the state. The Sub-Grantee shall comply with applicable federal, state and local laws and regulations.

- 7.20. **Representation Regarding Gratuities.** The bidder, offeror, or Sub-Grantee represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
- 7.21. **Representation Regarding Contingent Fees.** The Sub-Grantee represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Sub-Grantee 's bid or proposal.
- 7.22. **Compliance with Laws.** The Sub-Grantee understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Sub-Grantee agrees during the term of the agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and provision of services. The Sub-Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now exist and as may be amended or modified.
- 7.23. **Availability of Funds.** It is expressly understood and agreed that the obligation of the Grantee to proceed under this agreement is conditioned upon the appropriation of funds by the responsible party and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the state, the state shall have the right upon ten (10) working days written notice to the Sub-Grantee, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 7.24. **Changes.** This agreement shall not be modified, altered, or changed except by the mutual agreement by an authorized representative of each party to this agreement and must be confirmed in writing through the Grantee sub-grant modification procedures.

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- 7.25. **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this agreement. All modifications to this agreement must be made in writing by the Grantee.
- 7.26. **Termination Provisions.** If the Sub-Grantee fails to fulfill its obligations under this Agreement, or if the Sub-Grantee violates any of the conditions and stipulations contained in this Agreement, the Grantee shall have the right to terminate this Agreement by giving written notice to the Sub-Grantee of such termination, and specifying the effective date thereof. Any such notice of termination will be made in no less than seven (7) calendar days. In this event, the Sub-Grantee shall be entitled to receive just and equitable compensation for any work performed through the effective date of such termination, provided that the Grantee Director determines that the cost incurred were done so in compliance with the provisions stated in this document.
- 7.27. **Procurement Regulations.** The sub-grant shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, Mississippi, for inspection.
- 7.28. **Stop Work Order**

7.28.1 Order to Stop Work

The Grantee, may, by written order to the Sub-Grantee at any time, and without notice to any surety, require the Sub-Grantee to stop all work or any part of the work called for by this sub-grant. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Sub-Grantee, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause.

Upon receipt of such an order, the Sub-Grantee shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties have agreed, the Grantee shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this sub-grant.

7.28.2 Cancellation or Expiration of the Order

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Sub-Grantee shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule

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or Sub-Grantee price, or both, and the sub-grant shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in the Sub-Grantee's cost properly allocable to, the performance of any part of this sub-grant; and
- (b) the Sub-Grantee asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Grantee decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this sub-grant.

7.28.3 Termination of Stopped Work

If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

8.28.4 Adjustments of Price

Any adjustment in sub-grant price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this sub-grant.

7.29. Price Adjustment Clause

"Price Adjustment"

7.29.1 *Price Adjustment Methods.* Any adjustment in sub-grant price pursuant to a clause in this sub-grant shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the additional performance;
- (b) by unit prices specified in the sub-grant;
- (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the sub-grant;
- (d) in such other manner as the parties may mutually agree; or
- (e) in the absence of agreement between the parties, by a unilateral determination by the Grantee of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Grantee.

8.29.2 *Submission of Cost or Pricing Data.* The Sub-Grantee shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

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- 7.30. **Independent Contractor/Sub-Grantee Status.** The Sub-Grantee shall, at all times, be regarded as an independent Sub-Grantee and shall at no time act as an agent for the Grantee. Nothing herein shall be deemed or construed by the Grantee, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between the Grantee and the Sub-Grantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Grantee or the Sub-Grantee hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Grantee and the Sub-Grantee. Sub-Grantee's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Grantee.
- 7.31. **Access to Records.** The Sub-Grantee agrees that the Grantee, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit/examine any pertinent documents, paper, and records, related to charge and performance under this agreement. Such records shall be kept for a period of three years after final payment under this agreement, unless, the Grantee authorizes earlier disposition. The Sub-Grantee agrees to refund to the Grantee any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.
- 7.32. **Termination for Convenience Clause**
- 8.32.1 *Termination.* The Grantee may, when the interests of the state so require, terminate this sub-grant in whole or in part, for the convenience of the State. The Grantee shall give thirty (30) days written notice of the termination to the Sub-Grantee specifying the part of the sub-grant terminated and when termination becomes effective.
- 8.32.2 *Sub-Grantee's Obligations.* The Sub-Grantee shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Sub-Grantee will stop work to the extent specified. The Sub-Grantee shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Sub-Grantee shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Grantee may direct the Sub-Grantee to assign the Sub-Grantee's right, title, and interest under terminated orders or subcontracts to the State. The Sub-Grantee must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- 8.33. **Termination for Default Clause**

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

Upon request of the Sub-Grantee, the Grantee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to

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perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Sub-Grantee's progress and performance would have met the terms of the sub-grant, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- 8.33.5 *Erroneous Termination for Default.* If, after notice of termination of the Sub-Grantee's right to proceed under the provisions of this clause, it is determined for any reason that the sub-grant was not in default under the provisions of this clause, or that the delay was excusable under the provisions of paragraph (8.33.4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the sub-grant contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- 8.33.6 *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law under this sub-grant.
- 8.34. **Ownership of Documents and Work Papers.** The Grantee shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Sub-Grantee's internal administrative and quality assurance files and internal Project correspondence. The Sub-Grantee shall deliver such documents and working papers to Grantee upon termination or completion of the Agreement. The foregoing notwithstanding, the Sub-Grantee shall be entitled to retain a set of such work papers for its files. Sub-Grantee shall be entitled to use such work papers only after receiving written permission from the Grantee and subject to any copyright protections.
- 8.35. **Public Records Clause.** As outlined in Section 3.0 Subsection (3.2.1), Grantee has the responsibility to oversee and monitor all phases of this project. Therefore, Grantee shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, Section 25-61-1 *et seq.*, Miss. Code Ann. Grantee shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one working day. Upon receipt of said request, the Grantee shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be liable to the other party for disclosure of information required by court order or required by law.
- 8.36. **Release of Information.** The Grantee, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information

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acquired from this project to the press and public. The Sub-Grantee may release information obtained from this project only after obtaining written permission from Grantee. Sub-Grantee shall not be entitled to release information for publications or exchange any information developed by this project with other researchers in the scientific community without first obtaining written permission from the Grantee.

- 8.37 **Authority to Contract.** The Sub-Grantee certifies (a) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (b) notwithstanding and other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely effect its ability to perform its obligations under this agreement.
- 8.38. **Copyright Provisions.** The Grantee grants to the Sub-Grantee the right to copyright materials and articles that may result from research carried out under this agreement. The Grantee shall have an unlimited royalty free licenses to use, reproduce, translate, or publish the product (s) produced under this agreement and to grant this license to any sub-licensee.
The Sub-Grantee shall in no way limit the dissemination and/or utilization of such material and data as shall arise from the work performed under the agreement. Any publications or presentations resulting from this project shall give appropriate credit to grantor and DMR.

The undersigned hereby execute this agreement and assure that the authority to execute this agreement has been granted by the appropriate governing bodies.

MS DEPARTMENT OF MARINE RESOURCES

CITY OF LONG BEACH



William W. Walker, Ph.D., Executive Director



William Skellie, Jr., Mayor

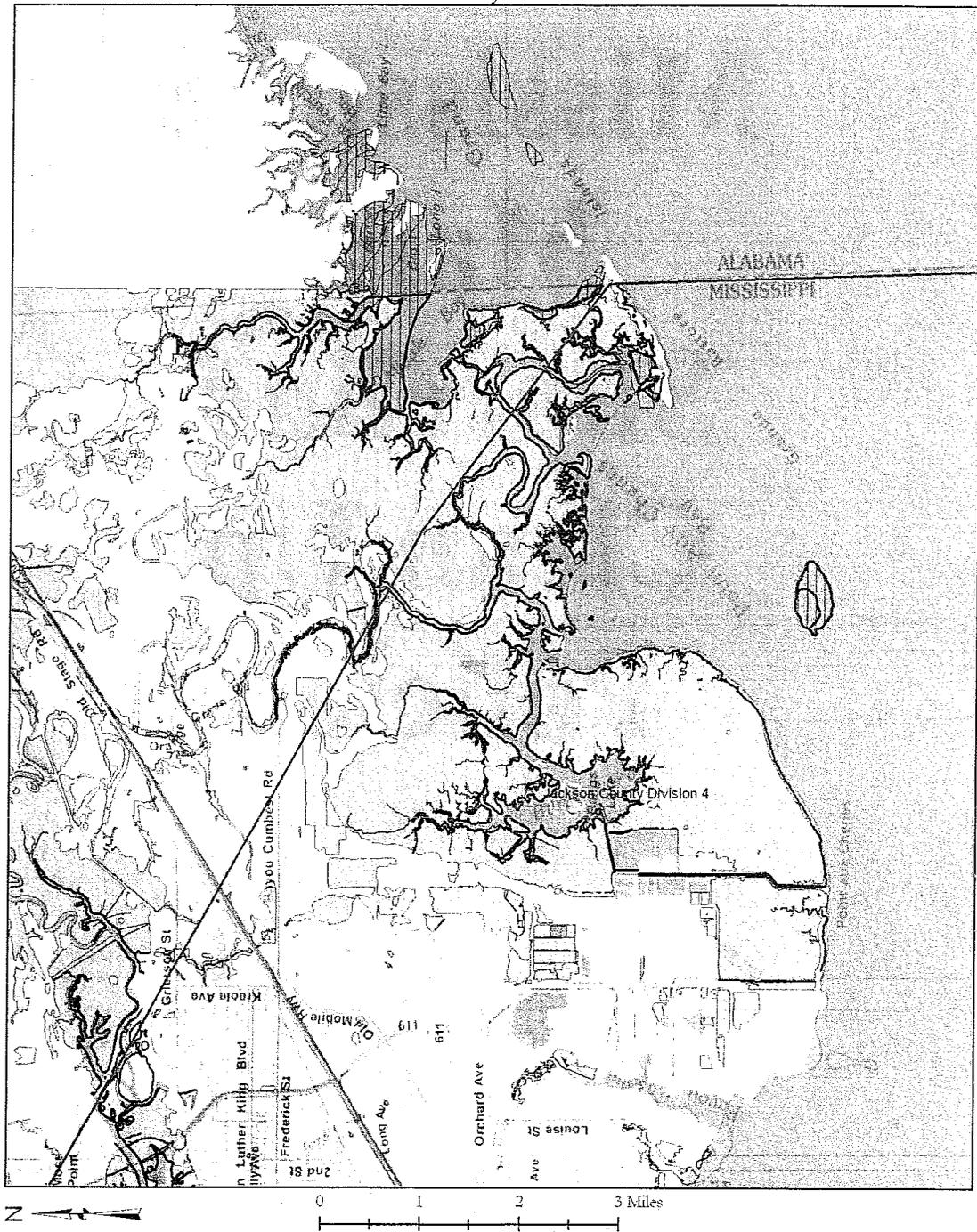
Date: 6-2-10

Date: 6-3-10

**Mississippi
Main
Shoreline
Clean Up
Policies**

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Grand Bay NERR



Minutes of June 3, 2010

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Grand Bay NERR

- Access points to most marshes are very limited due to water depth, tidal levels, and presence of sensitive resources and significant cultural resources. A NERR representative will direct crews into potential access points or explain buoyed access channels.
- Cleanup crews will be restricted to the unvegetated beach strand within the intertidal zone. Oil cleanup measures may be used only around edges of marsh using manual removal (sorbents, shovels, rakes, etc.).
- Oil may enter salt, brackish, and intermediate marshes, perhaps repeatedly until the source is controlled. The oil could be pushed into the dense vegetation adjacent to channels. The cleanup goal in these habitats is to remove as much oil as possible using methods such as vacuuming and skimming conducted from boats. Heavily oiled debris should be cleaned or removed.
- Small Vessels of Opportunity (VOO) will be cleaning outside of boom in adjacent waters. Small Vessels of Opportunity (VOO) will be in bayous within marsh (behind boom) cleaning, but staying in the channels and not in the grassy areas.
- Shell middens may be raked to increase exposure to air and sun. No pressure washing as this can drive oil down into the sand and may take years to remove.
- Seagrass beds, oyster beds and clam beds are to be left alone.
- **Any products or methods required to clean oil must be state approved prior to use.**

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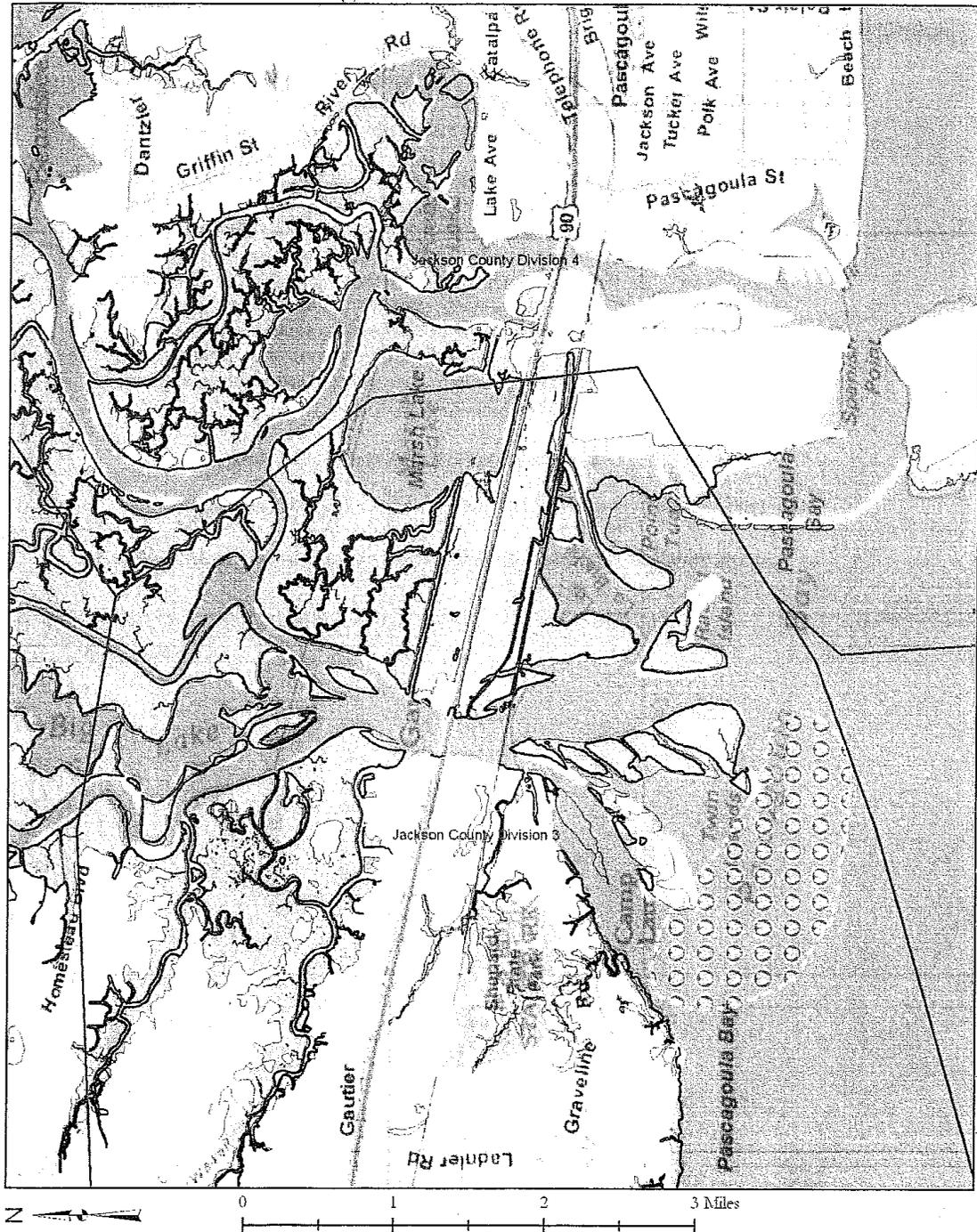
Mayor and Board of Aldermen

Pascagoula Beach

- Beaches can consist of fine- to coarse-grained sand, mixed sand and gravel/shell, or shell. On sand beaches, the goal should be to remove stranded oil before it penetrates the substrate or is buried by natural deposition of clean sand.
- Cleanup of oil on sand and mixed sand and gravel/shell beaches will consist of both manual and mechanical methods, depending on the amount of stranded oil. Mechanical removal may be appropriate for large amounts of stranded oil and for quick removal. However, excessive removal of sand could become an issue with repeated use. Therefore, mechanical removal may be restricted in terms of the number of times it is allowed, and in the amount of oiled sediment removed. State, county and/or city representatives may monitor cleanup activities and provide guidance to prevent excessive sediment removal. In some cases, plans may have to be developed for replacing removed oiled sand with clean sand in order to prevent erosion in specific high-risk areas.
- If nesting birds are in the area, no heavy equipment is to be used.
- Small Vessels of Opportunity (VOO) will be working adjacent to shoreline.
- **Any products or methods required to clean oil must be state approved prior to use.**

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Pascagoula River Mouth Marshes



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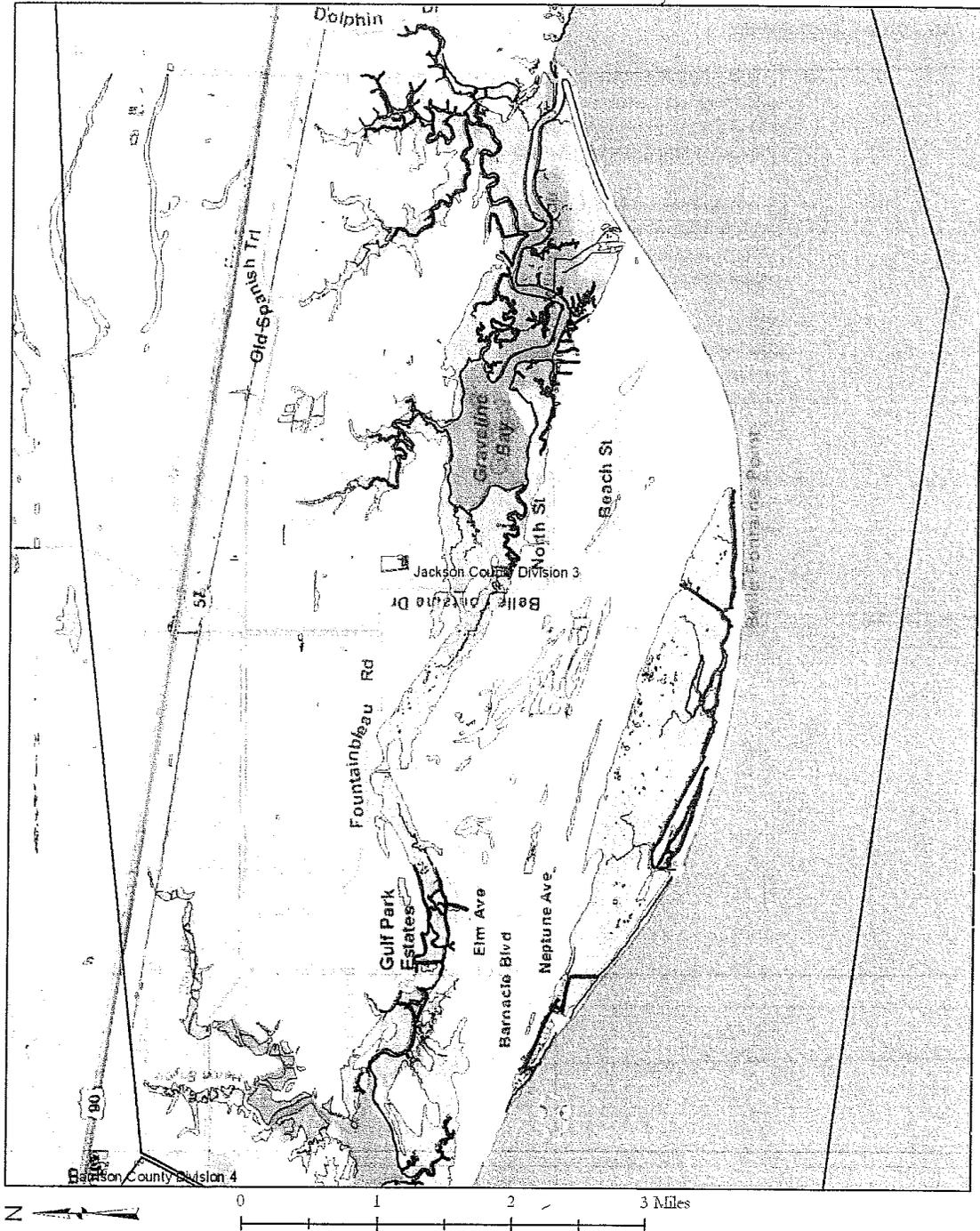
Mayor and Board of Aldermen

Pascagoula River Marsh

- Access points to most marshes are very limited due to water depth, tidal levels, and presence of sensitive resources and significant cultural resources. A state, county and/or city representative may direct crews into potential access points or explain buoyed access channels.
- Cleanup crews and equipment will be restricted to the unvegetated beach strand within the intertidal zone. Oil cleanup measures may be used only around edges of marsh using manual removal (sorbents, shovels, rakes, etc.). All other vegetated areas are to be avoided unless directed otherwise.
- Oil may enter salt, brackish, and intermediate marshes, perhaps repeatedly until the source is controlled. The oil could be pushed into the dense vegetation adjacent to channels. The cleanup goal in these habitats is to remove as much oil as possible using methods such as vacuuming and skimming conducted from boats. Heavily oiled debris should be cleaned or removed.
- Small Vessels of Opportunity (VOO) will be cleaning outside of boom in adjacent waters. VOO will begin cleaning in bayous within marsh (inside boom), but staying in the channels and not in the grassy areas, to help collect oil.
- Oyster beds and clam beds are to be left alone.
- **Any products or methods required to clean oil must be state approved prior to use.**

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Belle Fontaine and Graveline Bayou



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Belle Fontaine and Graveline Bayou

Marsh:

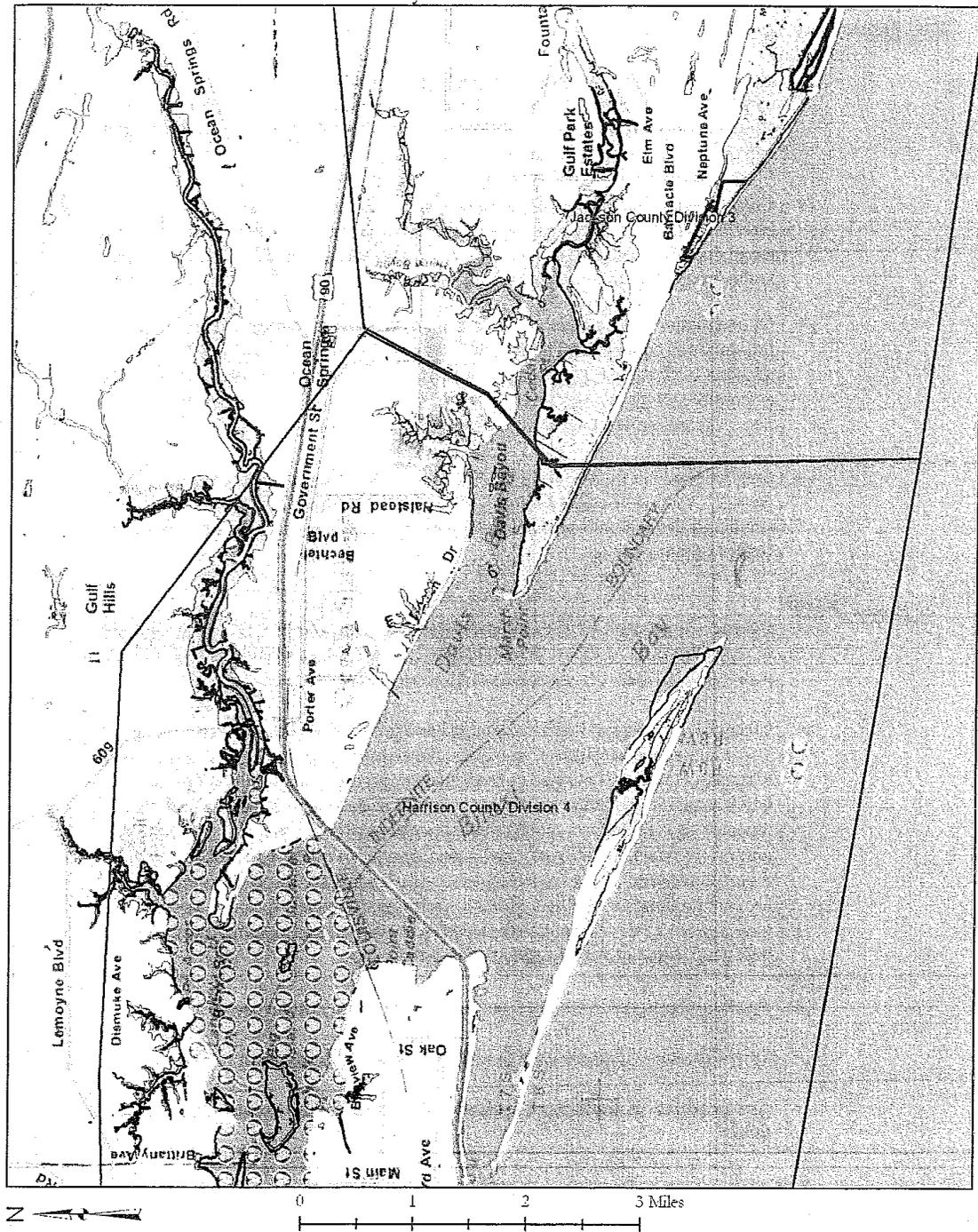
- Access points to most marshes are very limited due to water depth, tidal levels, and presence of sensitive resources and significant cultural resources. A state, county and/or city representative may direct crews into potential access points or explain buoyed access channels.
- Cleanup crews will be restricted to the unvegetated beach strand within the intertidal zone. Oil cleanup measures may be used only around edges of marsh using manual removal (sorbents, shovels, rakes, etc.). All other vegetated areas are to be avoided unless directed otherwise.
- Oil may enter salt, brackish, and intermediate marshes, perhaps repeatedly until the source is controlled. The oil could be pushed into the dense vegetation adjacent to channels. The cleanup goal in these habitats is to remove as much oil as possible using methods such as vacuuming and skimming conducted from boats. Heavily oiled debris should be cleaned or removed.
- Small Vessels of Opportunity (VOO) will be cleaning outside of boom in adjacent waters. VOO will begin cleaning in bayous within marsh (inside boom), but staying in the channels and not in the grassy areas, to help collect oil, except in Belle Fontaine ditches.

Beach

- Beaches can consist of fine- to coarse-grained sand, mixed sand and gravel/shell, or shell. On sand beaches, the goal should be to remove stranded oil before it penetrates the substrate or is buried by natural deposition of clean sand.
- Cleanup of oil on sand and mixed sand and gravel/shell beaches will consist of both manual and mechanical methods, depending on the amount of stranded oil. Mechanical removal may be appropriate for large amounts of stranded oil and for quick removal. However, excessive removal of sand could become an issue with repeated use. Therefore, mechanical removal may be restricted in terms of the number of times it is allowed, and in the amount of oiled sediment removed. State, county and/or city representatives may monitor cleanup activities and provide guidance to prevent excessive sediment removal. In some cases, plans may have to be developed for replacing removed oiled sand with clean sand in order to prevent erosion in specific high-risk areas.
- If nesting birds are in the area, no heavy equipment is to be used.
- Small Vessels of Opportunity (VOO) will be working adjacent to shoreline.
- **Any products or methods required to clean oil must be state approved prior to use.**

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Davis Bayou and Deer Island



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Davis Bayou and Deer Island

Marshes

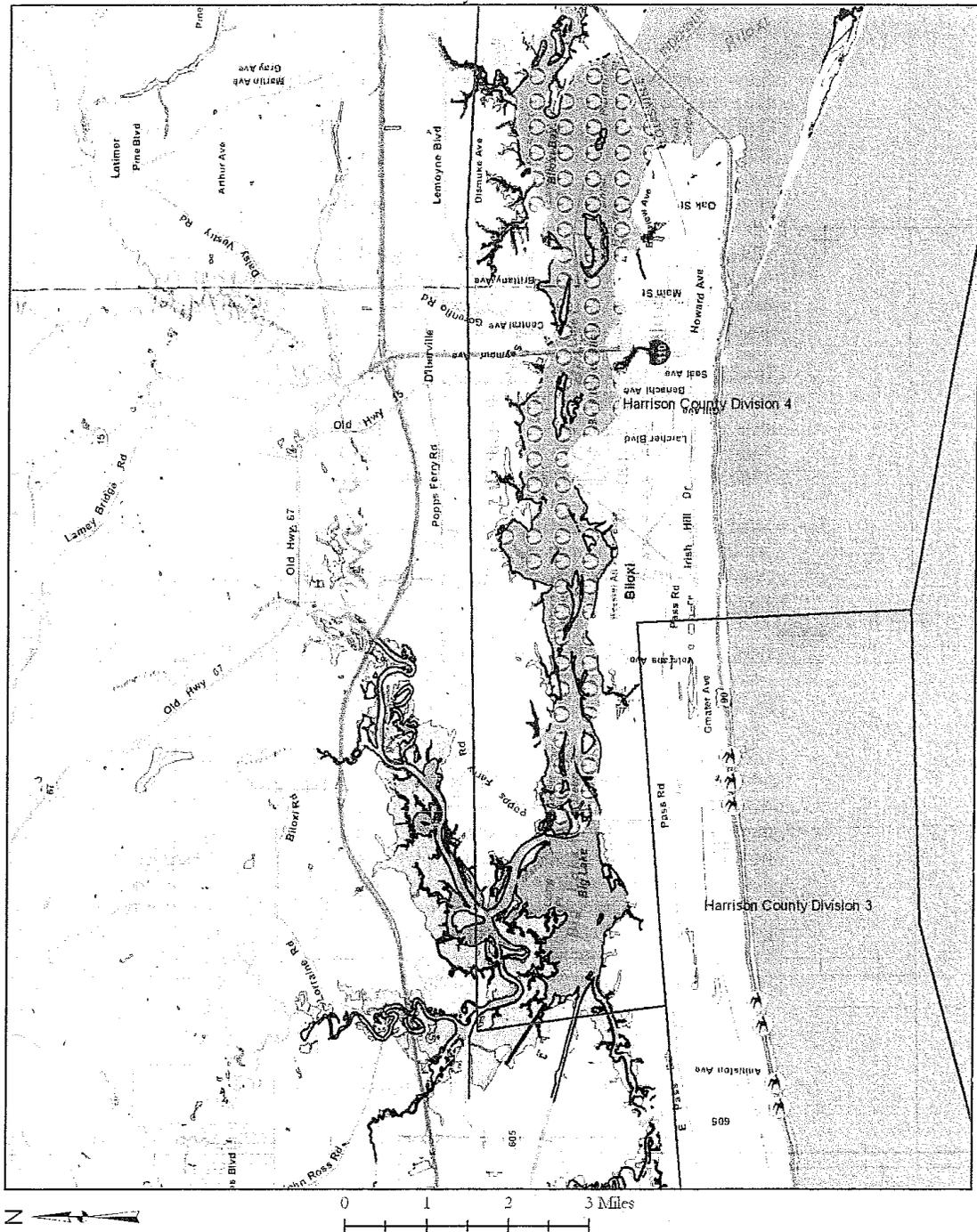
- Access points to most marshes are very limited due to water depth, tidal levels, and presence of sensitive resources and significant cultural resources. A USM Gulf Coast Research Laboratory or National Park Service representative may direct crews into potential access points or explain buoyed access channels in Davis Bayou. MDMR Coastal Preserves Personnel may direct crews into potential access points or explain buoyed access channels on Deer Island.
- Cleanup crews will be restricted to the unvegetated beach strand within the intertidal zone. Oil cleanup measures may be used only around edges of marsh using manual removal (sorbents, shovels, rakes, etc.). All other vegetated areas are to be avoided unless directed otherwise.
- Oil may enter salt, brackish, and intermediate marshes, perhaps repeatedly until the source is controlled. The oil could be pushed into the dense vegetation adjacent to channels. The cleanup goal in these habitats is to remove as much oil as possible using methods such as vacuuming and skimming conducted from boats. Heavily oiled debris should be cleaned or removed.
- Small Vessels of Opportunity (VOO) will be cleaning outside of boom in adjacent waters. Gated boom stays closed. VOO will begin cleaning in bayous within marsh (inside boom), but staying in the channels and not in the grassy areas, to help collect oil.

Beaches

- Beaches can consist of fine- to coarse-grained sand, mixed sand and gravel/shell, or shell. On sand beaches, the goal should be to remove stranded oil before it penetrates the substrate or is buried by natural deposition of clean sand.
- Cleanup of oil on sand and mixed sand and gravel/shell beaches will consist of both manual and mechanical methods, depending on the amount of stranded oil. Mechanical removal may be appropriate for large amounts of stranded oil and for quick removal. However, excessive removal of sand could become an issue with repeated use. Therefore, mechanical removal may be restricted in terms of the number of times it is allowed, and in the amount of oiled sediment removed. MDMR Coastal Preserves personnel may monitor cleanup activities and provide guidance to prevent excessive sediment removal. In some cases, plans may have to be developed for replacing removed oiled sand with clean sand in order to prevent erosion in specific high-risk areas.
- If nesting birds are in the area, no heavy equipment is to be used.
- Small Vessels of Opportunity (VOO) will be working adjacent to shoreline.
- **Any products or methods required to clean oil must be state approved prior to use.**

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Back Bay of Biloxi



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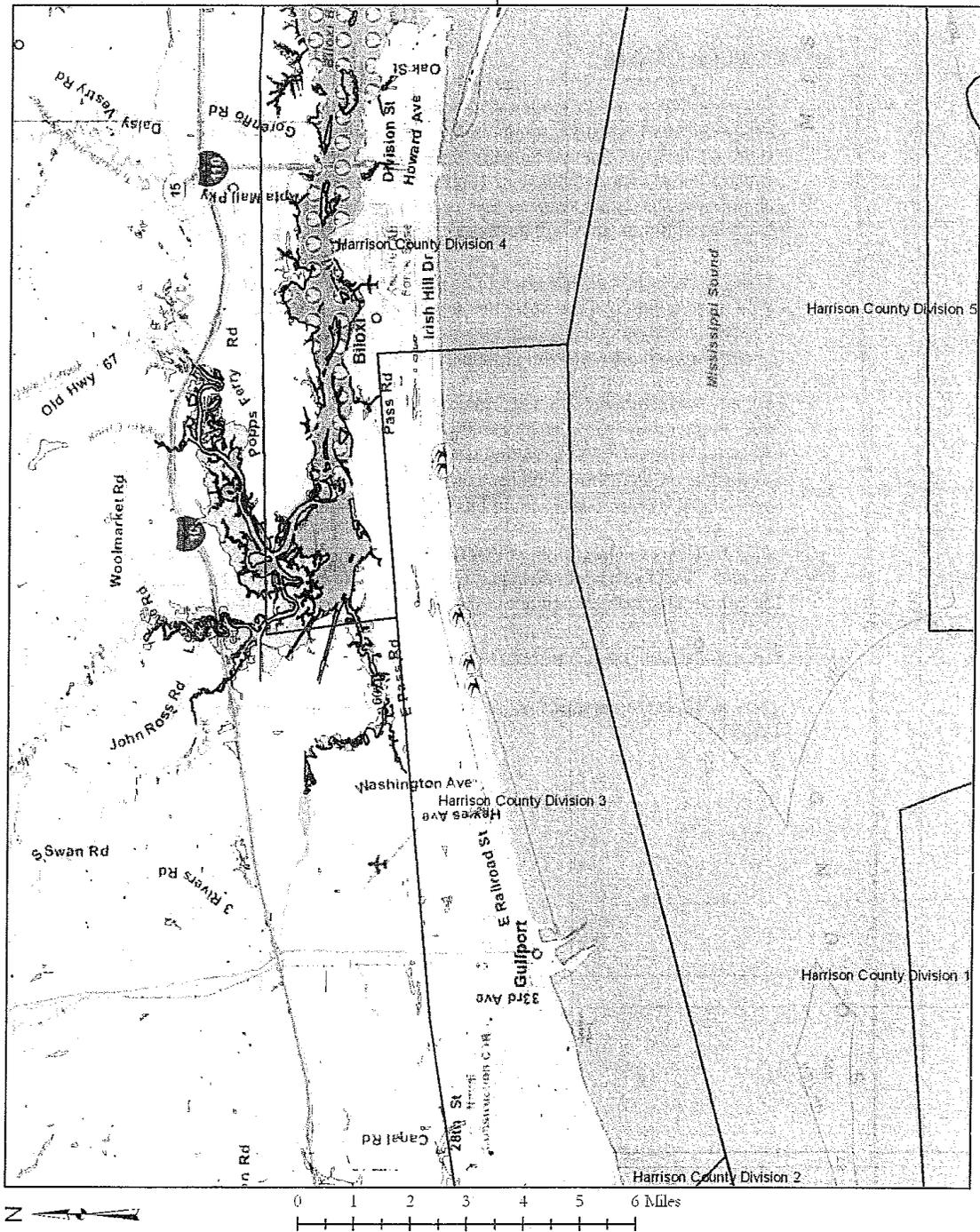
Mayor and Board of Aldermen

Back Bay of Biloxi Marsh

- Access points to most marshes are very limited due to water depth, tidal levels, and presence of sensitive resources and significant cultural resources. A state, county and/or city representative may direct crews into potential access points or explain buoyed access channels. If oil reaches Biloxi Wildlife Management area, appropriate state representative may accompany crews. Stay off of islands in Back Bay. Boom gates will be closed. Staged boom should be deployed.
- Cleanup crews and equipment will be restricted to the unvegetated beach strand within the intertidal zone. All other vegetated areas are to be avoided unless directed otherwise. Oil cleanup measures may be used only around edges of marsh using manual removal (sorbents, shovels, rakes, etc.).
- Oil may enter salt, brackish, and intermediate marshes, perhaps repeatedly until the source is controlled. The oil could be pushed into the dense vegetation adjacent to channels. The cleanup goal in these habitats is to remove as much oil as possible using methods such as vacuuming and skimming conducted from boats. Heavily oiled debris should be cleaned or removed.
- Small Vessels of Opportunity (VOO) will be cleaning outside of boom in adjacent waters. VOO will begin cleaning in bayous within marsh (inside boom), but staying in the channels and not in the grassy areas, to help collect oil.
- Oyster beds and clam beds are to be left alone.
- **Any products or methods required to clean oil must be state approved prior to use.**

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Biloxi and Gulfport Beaches



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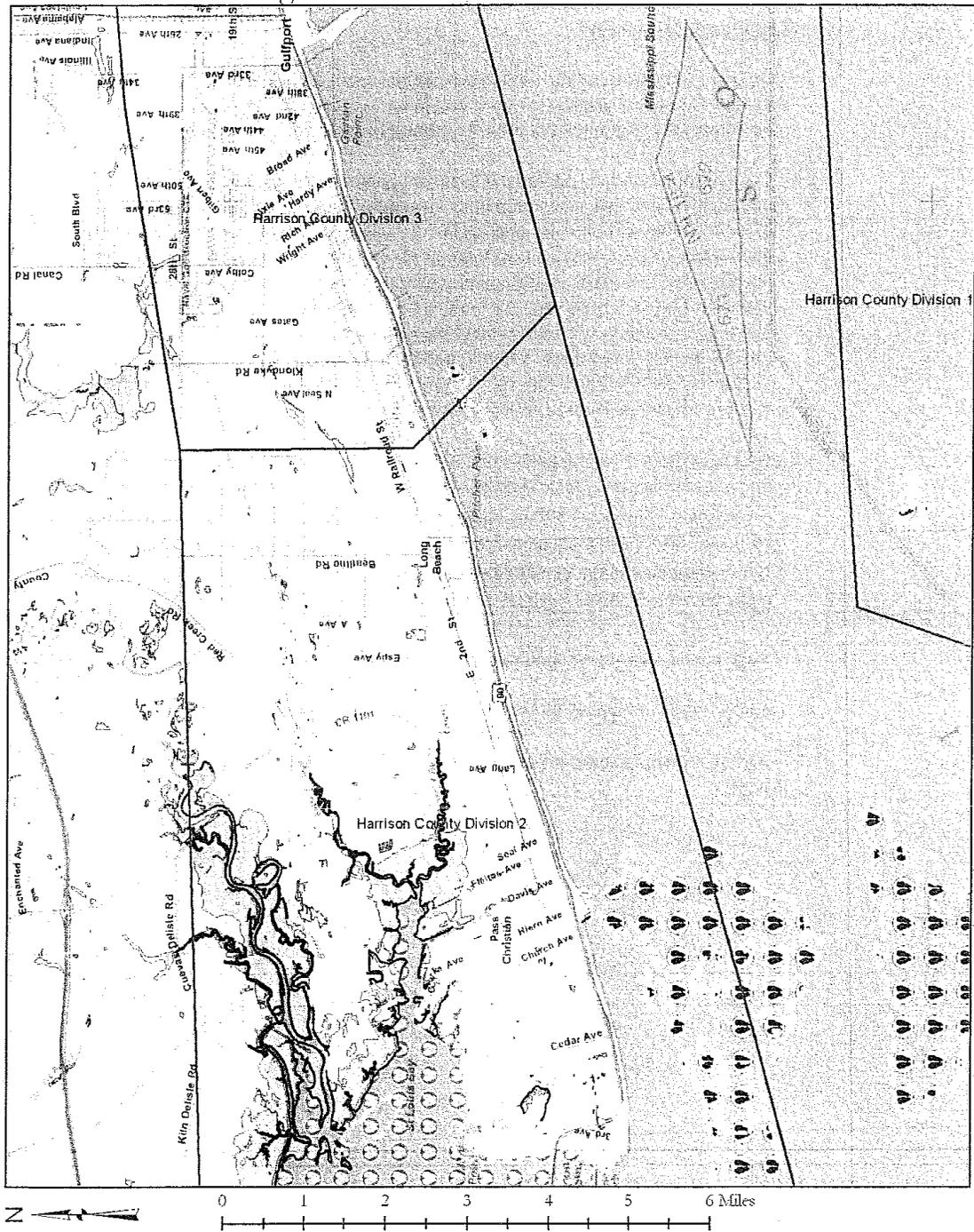
Mayor and Board of Aldermen

Biloxi and Gulfport Beaches

- Beaches can consist of fine- to coarse-grained sand, mixed sand and gravel/shell, or shell. On sand beaches, the goal should be to remove stranded oil before it penetrates the substrate or is buried by natural deposition of clean sand.
- Cleanup of oil on sand and mixed sand and gravel/shell beaches will consist of both manual and mechanical methods, depending on the amount of stranded oil. Mechanical removal may be appropriate for large amounts of stranded oil and for quick removal. However, excessive removal of sand could become an issue with repeated use. Therefore, mechanical removal may be restricted in terms of the number of times it is allowed, and in the amount of oiled sediment removed. State, county and/or city representatives may monitor cleanup activities and provide guidance to prevent excessive sediment removal. In some cases, plans may have to be developed for replacing removed oiled sand with clean sand in order to prevent erosion in specific high-risk areas.
- **Bird Clause:** Bird nesting areas are very sensitive to human disturbance. This may require that an area be entered only once per day in order to minimize disturbance. This issue will be analyzed on a case-by-case basis in consultation with state staff prior to cleanup crew entry into or adjacent to nesting areas. No heavy equipment within sight of posted nesting areas. If nesting birds are in areas other than those posted, no heavy equipment is to be used in that area.
- Vegetated dunes are off limits unless a designated travel route exists.
- Small Vessels of Opportunity (VOO) will be working adjacent to shoreline.
- **Any products or methods required to clean oil must be state approved prior to use.**

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Long Beach and Pass Christian Beaches



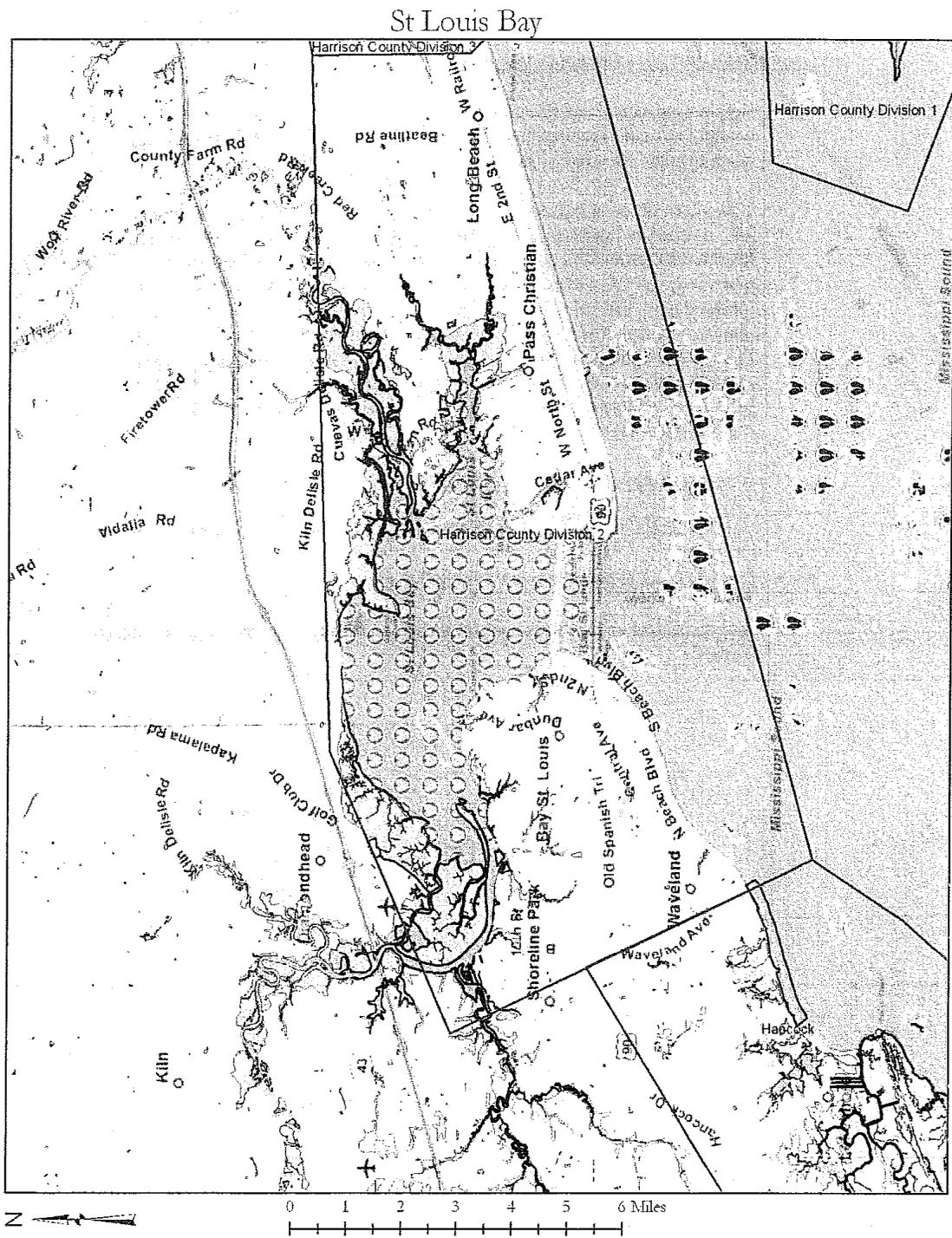
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Long Beach and Pass Christian Beaches

- Beaches can consist of fine- to coarse-grained sand, mixed sand and gravel/shell, or shell. On sand beaches, the goal should be to remove stranded oil before it penetrates the substrate or is buried by natural deposition of clean sand.
- Cleanup of oil on sand and mixed sand and gravel/shell beaches will consist of both manual and mechanical methods, depending on the amount of stranded oil. Mechanical removal may be appropriate for large amounts of stranded oil and for quick removal. However, excessive removal of sand could become an issue with repeated use. Therefore, mechanical removal may be restricted in terms of the number of times it is allowed, and in the amount of oiled sediment removed. State, county and/or city representatives may monitor cleanup activities and provide guidance to prevent excessive sediment removal. In some cases, plans may have to be developed for replacing removed oiled sand with clean sand in order to prevent erosion in specific high-risk areas.
- If nesting birds are in the area, no heavy equipment is to be used.
- Small Vessels of Opportunity (VOO) will be working adjacent to shoreline.
- Oyster beds and clam beds are to be left alone.
- **Any products or methods required to clean oil must be state approved prior to use.**

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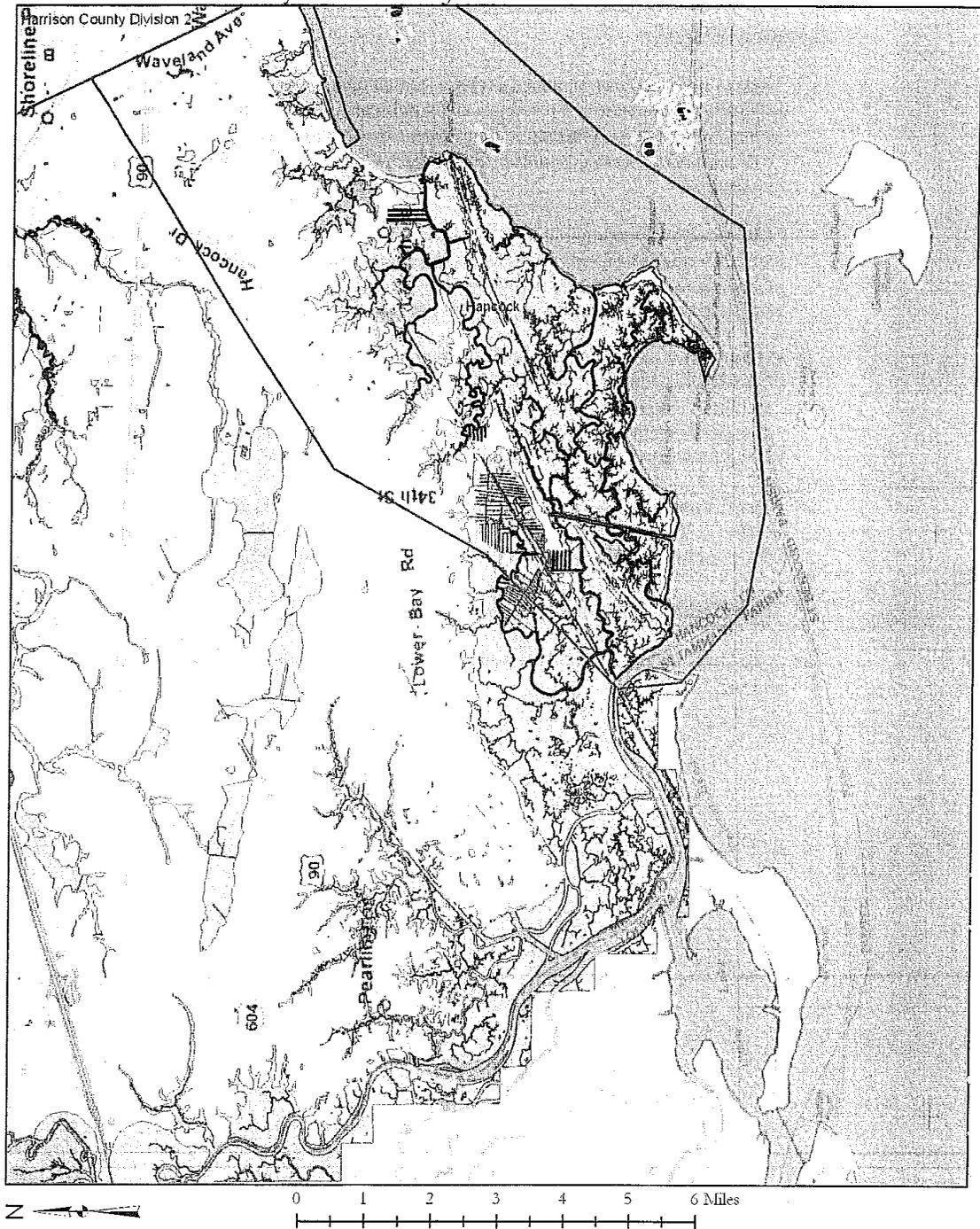
Mayor and Board of Aldermen

St. Louis Bay Marshes

- Access points to most marshes are very limited due to water depth, tidal levels, and presence of sensitive resources and significant cultural resources. A state, county and/or city representative may direct crews into potential access points or explain buoyed access channels. Boom gates will be closed. Staged boom should be deployed.
- Cleanup crews and equipment will be restricted to the unvegetated beach strand within the intertidal zone. Oil cleanup measures may be used only around edges of marsh using manual removal (sorbents, shovels, rakes, etc.). All other vegetated areas are to be avoided unless directed otherwise.
- Oil may enter salt, brackish, and intermediate marshes, perhaps repeatedly until the source is controlled. The oil could be pushed into the dense vegetation adjacent to channels. The cleanup goal in these habitats is to remove as much oil as possible using methods such as vacuuming and skimming conducted from boats. Heavily oiled debris should be cleaned or removed.
- Small Vessels of Opportunity (VOO) will be cleaning outside of boom in adjacent waters. VOO will begin cleaning in bayous within marsh (inside boom), but staying in the channels and not in the grassy areas, to help collect oil.
- Oyster beds and clam beds are to be left alone.
- **Any products or methods required to clean oil must be state approved prior to use.**

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Heron Bay Marsh and Jackson Marsh to Pearl River



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Heron Bay Marsh and Jackson Marsh to Pearl River

- Access points to most marshes are very limited due to water depth, tidal levels, and presence of sensitive resources and significant cultural resources. A state, county and/or city representative may direct crews into potential access points or explain buoyed access channels.
- Cleanup crews and equipment will be restricted to the unvegetated beach strand within the intertidal zone. Oil cleanup measures may be used only around edges of marsh using manual removal (sorbents, shovels, rakes, etc.). All other vegetated areas are to be avoided unless directed otherwise.
- Oil may enter salt, brackish, and intermediate marshes, perhaps repeatedly until the source is controlled. The oil could be pushed into the dense vegetation adjacent to channels. The cleanup goal in these habitats is to remove as much oil as possible using methods such as vacuuming and skimming conducted from boats. Heavily oiled debris should be cleaned or removed.
- Small Vessels of Opportunity (VVO) will be cleaning outside of boom in adjacent waters. Small Vessels of Opportunity (VVO) will be in bayous within marsh (behind boom) cleaning, but staying in the channels and not in the grassy areas.
- Seagrass beds, oyster beds and clam beds are to be left alone.
- **Any products or methods required to clean oil must be state approved prior to use.**

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Legend

 MC252 Response Divisions

Cleanup Designations

ResponseAction

 Workers/Equipment Avoid Marsh. Wildlife Response are to handle oiled animals.

 Do not Enter Seagrass Beds

 Posted Nesting Habitat

 Marsh Habitat

 Sea Grass Beds

 Clams

 Oysters

This map book produced by the Department of Environmental Quality (MDEQ), Office of Pollution Control, on 15 May 2010.
Map data are from MDEQ, ESRI ArcGISOnline, and Mississippi Museum of Natural Sciences
Map Projection: Mississippi Transverse Mercator
MDEQ makes no warranties, expressed or implied, as to the accuracy, completeness, currentness, reliability, or suitability for any particular purpose of the data contained on this map.



There came on for consideration emergency expenditures, The City of Long Beach, Mississippi, BP Deepwater Horizon Response Plan.

Upon discussion, it was noted for the record that expenses in excess of the \$2,000,000 in grant funds would not be expended unless and until there was an increase in grant funding approved.

After considerable discussion and clarification, Alderman Couvillon made motion seconded by Alderman Carrubba and unanimously carried to approve The City

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of Long Beach, Mississippi, 2010 Deepwater Horizon Response Plan and \$2,509,235 in emergency expenditures, as follows:

*CITY OF LONG BEACH
MS*

2010

*Deepwater Horizon
Response Plan*

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City of Long Beach Deepwater Horizon Response Plan

Applicant Information

City of Long Beach
645 Klondyke Road
P.O. Box 929
Long Beach MS 39560

Contact

Chief George Bass, Civil Defense Director
645 Klondyke Road
P.O. Box 929
Long Beach MS 39560
Office: 228-863-7292
E-mail: chiefgeorge@cityoflongbeachms.com

Plan

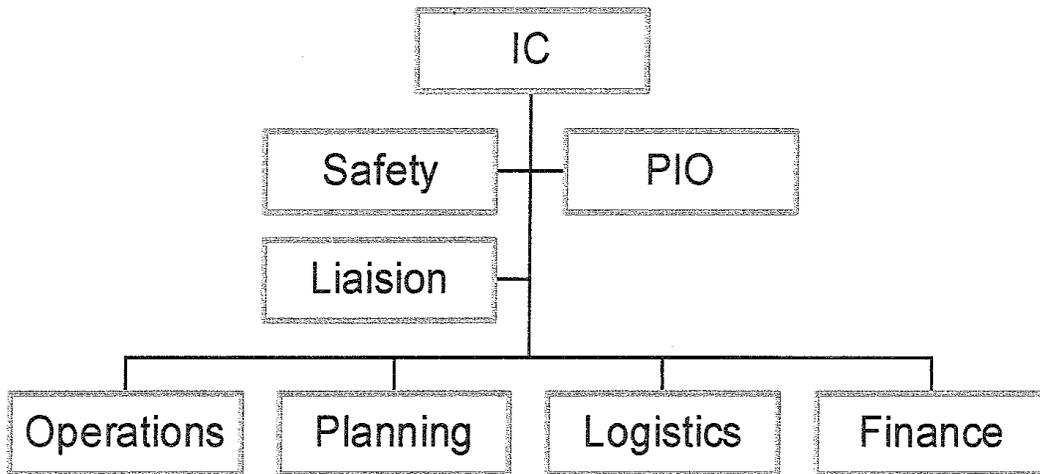
The City of Long Beach, in accordance with the Sub-Grant Agreement, proposes to develop a Contingency plan for the City of Long Beach and other surrounding areas. This plan will be in the best interest of the City of Long Beach to protect the coastline areas, bayous and any other water way located within the City of Long Beach that might be affected by the oil spill from the BP Deepwater Horizon Rig, as well as the health and public safety of all residents located within the city and surrounding areas. This plan will utilize city personnel to assist in the hazard material containment and/or response, traffic control, security, and support in accordance with the sub-agreement. Currently, the Long Beach Fire Department has 33 personnel trained to Hazardous Material Technician I level or above.

The City of Long Beach will implement a local ICS (Incident Command System) that will work in conjunction with Area Commands that may be established. The ICS will include a Joint Command Post, Staging areas, Public Information and any other areas that will be required to maximize the effectiveness of the oil clean-up and health and safety of the residents.

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City of Long Beach Deepwater Horizon Response Plan

Incident Command Positions



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Mayor and Board of Aldermen

City of Long Beach Deepwater Horizon Response Plan

Joint Command

A Joint Command Post will be located within the Long Beach Central Fire Station located at 645 Klondyke Road. This command post will consist of Police, Fire and Public Works Department Heads or their designee under the direction of the Long Beach Civil Defense Director or his designee. Also included will be the Chief Safety Officer, Public Information Officer and the Liaison Officer. If needed, the command post will operate 7 days a week, 24 hours per day and staffed by a minimum of 2 personnel. The command post will ensure the effectiveness of the total operation concerning the Deepwater Horizon Spill.

Operations:

Operations will be conducted under an ICS (Incident Command System). This will include, but is not limited to the following.

- Mobilization of Personnel and equipment as needed
- Staging areas
- Incident control of affected areas, which include security and traffic control as needed
- Monitoring of all areas that are affected and/or may be affected
- Containment of affected areas as needed
- All other areas that will be needed to contain/control all areas located within the City of Long Beach and surrounding areas.

Planning:

Planning will be conducted according to the following:

- Responsible for the collection, evaluation, dissemination and use of information about the development of the incident and the status of resources.
- Supervise preparation of IAP (Incident Action Plan) and Planning Meetings.
- Provide input to the Incident Commander (IC) and the Operations Section Chief (OPS) in preparing the IAP.
- Assemble information on alternative strategies.
- Provide periodic predictions on incident potential.
- Report any significant changes in incident status.
- Compile and display incident status information.
- All other tasks that will coordinate under this division.

A Planning Officer is responsible for the coordination of these activities.

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Logistics:

The logistics officer will ensure that the following areas are coordinated:

- Plans organization of Logistics Section
- Notifies Resources Unit of Logistics Section Units activated including names and locations of assigned personnel
- Assists in establishing Incident facilities including the Command Post, Staging Areas, and other facilities as the incident develops.
- Participates in preparation of IAP
- Identifies service and support requirements for planned and expected operations
- Advises on current service and support capabilities
- Provides materials, equipment, supplies as needed
- Keeps inventory of all the items that are needed
- Tracking of all items that are needed
- All other tasks under this division.

Finance:

The finance division will be responsible for the following:

- Maintains contact with agency(s) administrative headquarters on financial matters.
- Provides input in all planning sessions on financial and cost analysis matters
- Identifies and orders supplies and support needs for the finance section
- Insures that all personnel time records are transmitted to the home agency(s) according to policy.
- All cost pertaining to the oil spill response for the City of Long Beach which includes services, purchases and all other expenses that may occur.

Schedule:

The schedule will begin upon approval of this plan and will run until December 31, 2010 unless otherwise extended. This plan and/or budget may be adjusted to a level equal to the magnitude of the emergency.

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Contingency / Planning	
(Start Date - Upon Approval of Plan - 1 Month After)	
Salaries Already Encumbered	\$ 4,150.00
Supplies already Encumbered	\$ 4,500.00
Salaries with Benefits	\$ 50,000.00
Equipment	
4x4 All-Terrain Truck , Beach Security (PD)	\$ 30,000.00
(3) All-Terrain 6 - Wheel Vehicles, Beach Security (PD, Harbor)	\$ 36,000.00
4x4 All-Terrain Truck, Beach Response (FD)	\$ 30,000.00
23 foot boat and lift, Water Respond, Boom Deployment (PD,FD,Harbor)	\$ 55,000.00
(2) Dump truck and (1) track hoe (PW) Bayou Cleanups	\$ 255,000.00
Boom, Absorbent pads (lights, anchors, shipping) (Harbor)	\$ 282,165.00
Emergency Vehicle Mounted Lighting	\$ 5,000.00
(2) GPS	\$ 600.00
Dirty Oil Container (2)	\$ 6,000.00
Supplies	
Storage Box (Boom Storage)	\$ 5,000.00
Fuel and Vehicle Maintenance	\$ 2,000.00
Contingency Plan Total	\$ 765,415.00
Command	
(Start Date to be Determined)	
Salaries with Benefits	\$ 455,750.00
Supplies	
ID Credentialing	\$ 3,000.00
Folding Tables	\$ 500.00
Folding Chairs	\$ 200.00
(2) Lighted Emergency Signs (Closure of Harbor)	\$ 20,000.00
(3) Laptop Computers (PD,FD,Harbor)	\$ 9,000.00
(3) 12x12 Tent Awnings	\$ 450.00
Command Plan Total	\$ 488,900.00
Operations	
(Start Date to be Determined)	
Salaries with Benefits	\$ 917,000.00
Supplies	
(20) Scrub Brushes	\$ 10.00
Square Grate	\$ 200.00
Drum Cradle and Storage	\$ 200.00
(30) Rubbish Pickers	\$ 120.00
Contractor Trash Bags	\$ 500.00
Hand Cleaner	\$ 200.00
Antiseptic Spray	\$ 200.00
(2)10x10 Tent Awnings	\$ 300.00

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Decon Containment Pools	\$ 25.00
2 Gallon Spray Pumps	\$ 25.00
Heavy Duty Degreasers (50 gallons)	\$ 1,000.00
(3) Digital Cameras (PD,FD,Harbor)	\$ 450.00
(10) Handheld LED Flashlight with Charger	\$ 1,000.00
Intrinsically Safe Ventilation Fan	\$ 1,200.00
Floor Dry	\$ 1,000.00
(2)16' Trailers	\$ 10,000.00
Shovels and Rakes	\$ 500.00
Protective Clothing	\$ 4,000.00
(10 Boxes) Safety Gloves	\$ 200.00
(100 Pair)Safety Glasses	\$ 500.00
Safety Respirators	\$ 2,000.00
(36 Pair) Protective Boots	\$ 5,000.00
(100) Safety Vests	\$ 1,500.00
Floating Pump	\$ 2,500.00
Truck Bed Spill Kit	\$ 400.00
95 Gallon Over-Pack Kit	\$ 550.00
50 Gallon Over-Pack Kit (wheeled)	\$ 450.00
30 Gallon Over-Pack Kit	\$ 200.00
6 Gallon Spill Kit	\$ 40.00
Transport Trailer	\$ 5,000.00
Tie Down Straps	\$ 400.00
Diesel LED Light Tower	\$ 40,000.00
Hard Hats	\$ 500.00
Helmet LED Working Lights	\$ 900.00
Rehab Supplies	\$ 1,850.00
Portable Radios	\$ 25,000.00
Life Vest	\$ 500.00
(250) Barricades with Lights	\$ 32,500.00
Barrier Scene Tape	\$ 100.00
Vehicle First Aid Kits	\$ 400.00
Pelican Remote Light	\$ 1,400.00
Misting Fans (rehab)	\$ 900.00
(100) Camel Back Hydration Sytems	\$ 3,000.00
Cleaning Tank w/ Cleaner	\$ 1,200.00
Fuel and Vehicle Maintenance	\$ 8,000.00
Steam Pressure Washer	\$ 7,000.00
Operations Total Plan	\$ 1,079,920.00
Finance	
(Start Date to be Determined)	
Salaries with Benefits	\$ 170,000.00
Supplies	\$ 5,000.00
Finance Total Plan	\$ 175,000.00
Total Response Plan	\$ 2,509,235.00

There being no further business allowed under the Order and Notice of Special Meeting, Alderman Carrubba made motion seconded by Alderman Ponthieux and unanimously carried to adjourn until the next regular meeting in due course.

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APPROVED:

Alderman Leonard G. Carrubba, Sr., At-Large

Alderman Gary J. Ponthieux, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kaye H. Couvillon, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Carolyn J. Anderson, Ward 6

Date

ATTEST:

Rebecca E. Schruff, City Clerk