



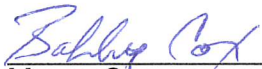
**Mayor & Board of Aldermen
SPECIAL CALL MEETING**

Monday, August 10, 2026 @ 5:00 PM

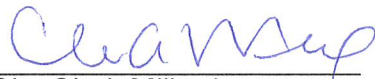
Location: City Hall Boardroom - 1018 Porter Avenue - Ocean Springs, MS 39564

The object of the meeting will be any matters pertaining to:

1. Authorize the Mayor to execute a Memorandum of Agreement with The University of Southern Mississippi for limited public access to the GCRL Halstead site boat launch
2. Executive Session:
 Personnel in the Police Department



Mayor Cox



City Clerk Millard

MEMORANDUM OF AGREEMENT
Between
THE UNIVERSITY OF SOUTHERN MISSISSIPPI,
and THE CITY OF OCEAN SPRINGS, MISSISSIPPI
(Mississippi Governmental Entities)

This MEMORANDUM OF AGREEMENT (“Agreement”) shall be effective September 1, 2026 (the Effective Date) and is entered into by and between The University of Southern Mississippi, a not for profit state supported educational institution, having a business address of 118 College Drive #5079, Hattiesburg, Mississippi, 39406 (hereinafter called “University”) and The City of Ocean Springs, Mississippi, a Mississippi municipality with an address of 1018 Porter Avenue, Ocean Springs, MS 39564 (hereinafter called the “City”). University and City are each referred to as a “Party” and sometimes hereinafter collectively referred to as “the Parties”.

Whereas, University and the City are governmental entities in the State of Mississippi;

Whereas, University and City desire to work collaboratively to re-open the boat launch at the University’s Halstead site of the Gulf Coast Research Laboratory (GCRL) for limited public use on University property (the “Purpose”);

Whereas, In 2011, University and City entered a prior MOU to permit private boat owners to launch boats during daylight hours on weekends only from the GCRL boat launch;

Whereas, due to hazardous weather events that impaired the condition of the GCRL boat launch, University and City have collaborated on the planning for funding construction and renovation activities at the GCRL Halstead site harbor to improve conditions to permit again, public access to water-based activities within nearby coastal waters on a limited basis;

Whereas, the parties now wish to collaborate on a management plan to specify periods of use and responsibilities associated with public use of the boat launch at the GCRL Halstead site;

Whereas, the University operates a Boat Launch on its GCRL Halstead site (the “Subject Property”) as more particularly identified and described in the attached Exhibit “A” shall be for purposes of allowing public use;

Whereas, a portion of the Project will require access to and utilization of limited portions of property owned by the University or otherwise held by the State of Mississippi for the use and benefit of the University;

Whereas, the University and the City have determined that collaboration as more fully described herein will be mutually beneficial to the City and its residents and visitors, as well as the University and associated members of the University community and University visitors;

Therefore, in consideration of the mutual promises and covenants set forth herein, and other good and valuable considerations, the sufficiency of which is hereby acknowledged, University and the City hereby agree as follows:

Article 1: Term. The term of this Agreement shall begin on the Effective Date and shall extend for a period of one (1) year ("Initial Term"). This Agreement shall automatically renew after the Initial Term for successive one (1) year renewal terms (each a "Renewal Term"), unless one party gives written notice to the other party 30 days prior to the expiration of the then current term of its intention to not renew the Agreement. Either party may terminate this Agreement upon 30 days prior written notice to the other party. The Initial Term, and any Renewal Term, shall collectively be referred to as the Term of this Agreement.

Article 2: Description of Activities. The parties will engage in the following activities, during the Term, as follows:

- a) The Boat Launch at the GCRL Halstead site will be available for access by the public on the following days of the week: Friday, Saturday, and Sunday, between daylight hours (sunrise to sunset)
- b) Members of the public, while using the Boat Launch, will only park in designated areas or risk ticketing or towing.
- c) Members of the public, while using the Boat Launch are not permitted to board any USM vessels without permission of the GCRL Director or GCRL Director of Vessel Operations.
- d) Members of the public will not be permitted to use the GCRL floating pier in Davis Bayou.
- e) Members of the public must adhere to University alcohol, drug, and tobacco policies anywhere on University property.
- f) The City shall, at its sole cost and expense, provide and maintain an adequate dumpster or dumpsters for the collection and disposal of all trash, debris, and waste generated in connection with public activities under this agreement. The location of dumpsters shall be at the discretion of GCRL but situated at a practical location for use by the public using the Boat Launch. The City shall be responsible for ensuring that dumpsters are properly managed, serviced, and emptied to prevent overflow, unsanitary conditions, odors, or violations of any applicable laws, regulations, or ordinances.
- g) The City shall ensure that all waste disposal services connected to use of the Boat Launch by the public are performed by a properly licensed waste management provider. Waste disposal service needs should be directed to the

City Assistant Public Works Director (currently Stephen Farnsworth), 228-230-1984.

- h) The City shall, at its sole cost and expense, provide and maintain an adequate number of portable toilet facilities for use in connection with the activities under this agreement. The City shall be responsible for ensuring that the portable toilet facilities are properly serviced, cleaned, sanitized, and maintained in a safe and sanitary condition at all times. The City shall further ensure that the facilities are regularly emptied and serviced by a properly licensed provider in compliance with all applicable laws, regulations, and ordinances. Prior to a storm event anticipated to impact the area where the GCRL Hurricane Preparedness Plan is activated, the City shall be responsible for removing portable toilet facilities from GCRL. After the passage of the storm event, in coordination with GCRL, the City will replace public toilet facilities at GCRL in the designated area/s.
- i) GCRL may suspend public access due to emergency needs and will determine when the boat launch can be safely re-opened in a timely manner. During any storm events where the GCRL Hurricane Preparedness Plan is activated, use of the launch by the public will be suspended.
- j) For non-emergency situations, GCRL has the right to temporarily suspend public access, with 15 days written notice, for construction, special events, site improvements, or research or education activities hosted at the Halstead site. GCRL will place signage at the entrance to the Site informing that the boat launch is closed for public access.
- k) Any damage to The City's lift station at the GCRL Halstead Site in connection with the activities under this agreement are the responsibility of the City.
- l) GCRL is not responsible or liable for any damage to vessels using the Boat Launch or in the GCRL harbor. It is the responsibility of Jackson County, MDMR, or another designated entity to mark hazards in the water.
- m) The City will require any contractor providing services on the Subject Property to:
 - (i) agree to defend and indemnify and defend the University, the Board of Trustees of State Institutions of Higher Learning, and the State of Mississippi, and each of their employees, officers, agents, trustees, and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses and attorney's fees, arising out of or caused by Contractor and its' partners, principals, officers, agents, employees or representatives related to actions or inactions of Contractor, its partners, principals, officers, agents, employees and representatives; (ii) at such contractor's

expense, procure and maintain Commercial General Liability insurance coverage with limits of liability of not less than \$1,000,000 per claim, and \$3,000,000 aggregate, Automobile Bodily Injury and Property Damage Liability insurance coverage with a combined single limit of not less than \$1,000,000, and Worker's Compensation and Employer's Liability coverage with limits as required by applicable law; (iii) name the University of Southern Mississippi and the Board of Trustees of State Institutions of Higher Learning as additional insureds on such commercial general liability insurance; and (iv) provide evidence of such coverage to the University.

Article 3: Expenses

- a) Each Party will bear their own expenses for the activities each party conducts in accordance with this Agreement.

Article 4: No Property Interest. The University and the City agree that nothing herein transfers or otherwise operates as a transfer of any interest in real property. The University and the City will each conduct their activities authorized hereunder in compliance with and obey all applicable laws and regulations.

Article 5: Notices. All notices to be sent hereunder unless otherwise required herein, shall be in writing and shall be deemed to be fully given and received upon hand-delivery, or when forwarded by prepaid first-class mail to the Parties at the following addresses:

University:

Vice President for Research
The University of Southern Mississippi
118 College Drive #5116
Hattiesburg, Mississippi 39406

With a copy to:

Office of the General Counsel
118 College Drive #5079
Hattiesburg, MS 39406

The City:

Office of the Mayor
1018 Porter Avenue
Ocean Springs, MS 39564

With a copy to:

Office of the City Attorney
1018 Porter Avenue
Ocean Springs, MS 39564

Article 6: General Provisions.

- a) Reserved.
- b) Governing Laws. This Agreement shall be construed according to, and the performance thereof governed by the laws of the State of Mississippi. Nothing herein shall be deemed to subject the Parties to the laws of any jurisdiction, other than the State of Mississippi.
- c) Failure to Enforce. The failure by either Party, at any time to enforce any provision of this Agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of this Agreement or any part thereof, or the right for either Party to enforce the provisions at any time in accordance with the terms of this Agreement.
- d) Liability. The Parties are governmental entities of the State of Mississippi. Liability of the Parties is governed by the Mississippi Tort Claims Act, Sections 11-46-1, *et. seq.*, Mississippi Code Ann., as amended. Nothing herein shall be deemed to waive sovereign or official immunities as may be applicable.
- e) Either Party may terminate this Agreement upon issuance of written notice if the other Party fails to perform the obligations to the other party under this Agreement. The Party issuing such a termination notice may allow 30 days within which the other Party may attempt to cure the failure to fulfill its obligations, but such 30-day cure time is not required.
- f) Neither Party shall be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, pandemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or similar causes beyond the Party's control. Any delay in performance shall be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six (6) calendar months, either Party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, shall expire immediately upon the discontinuance of the event of force majeure.

- g) Entire Agreement. This Agreement embodies the entire understanding between the Parties and there are no prior representations, warranties or agreements between the Parties relating hereto and this Agreement is executed and delivered upon the basis of this understanding. No alteration, waiver or change in any of the terms hereof subsequent to the execution hereof claim to have been made by a representative of either Party shall have any force or effect unless in writing signed by the Parties hereto or their duly authorized agents or representatives.
- h) Each of the Parties shall at all times be regarded as and shall be legally considered an independent contractor and neither Party nor its employees shall, under any circumstances, be considered servants, agents or employees of the other Party.
- i) Intellectual Property. Nothing herein shall be deemed to transfer intellectual property rights of the respective Parties hereto.
- j) Notwithstanding any provision to the contrary contained herein, it is recognized that the parties are governmental entities of the State of Mississippi and subject to the Mississippi Public Records Act, Mississippi Code Annotated §25-61-1, *et seq.*, as amended. No Party to this Agreement shall be liable to the other Party for disclosures of information required by Court order or required by law.
- k) Each Party will ensure its and its contractors' compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, *et seq.*, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired by a Party or a Party's contractor to perform work within the State of Mississippi as an employee of such Party or a Party's contractor. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Each Party agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Each Party acknowledges that any person assigned or contracted to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.
- l) Each party recognizes that the Parties hereto are governmental entities of the State of Mississippi and enter into a contract only to the extent authorized and permitted by Mississippi law, including the opinions of the

Mississippi Attorney General. Any provision of this Agreement that is not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, shall be deemed void.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

THE UNIVERSITY OF SOUTHERN
MISSISSIPPI

THE CITY OF OCEAN SPRINGS,
MISSISSIPPI

By: Kelly L. Lucas, Ph.D.

Its: Vice President for Research

Date: _____

By: Bobby Cox

Its: Mayor

Date: _____

4927-0071-8266, v. 1