

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 5K

Council Meeting Date: May 5, 2026

ITEM TITLE: RESOLUTION
INTRODUCED BY: Mayor Andrew "FoFo" Gilich
CONTACT PERSON: Richard Weaver, Chief Administrative Officer
 Peter Abide, Director of the Legal Department

SUMMARY EXPLANATION:

Resolution acknowledging participation in the Mississippi Gulf Coast Property Pool Association (Coast Gov Pro) and authorizing payment for renewal of property insurance

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit A: Bylaws and Procedures
 Exhibit B: Memorandum of Understanding

Submittal Authorization: Council President _____ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Gray	_____	_____	_____	_____	Tisdale	_____	_____	_____	_____
	Marshall	_____	_____	_____	_____	Glavan	_____	_____	_____	_____
	Nail	_____	_____	_____	_____	Shoemaker	_____	_____	_____	_____
	Creel	_____	_____	_____	_____					

ACTION TAKEN:

050526geon

Resolution No.

RESOLUTION ACKNOWLEDGING PARTICIPATION IN THE MISSISSIPPI GULF COAST
PROPERTY POOL ASSOCIATION (COAST GOV PRO) AND AUTHORIZING PAYMENT
FOR RENEWAL OF PROPERTY INSURANCE

WHEREAS, pursuant to Resolution 136-25, the City of Biloxi (the "City") agreed to participate in a Gulf Coast Property Pool Association;

WHEREAS, such Association is known by the name Coast Gov Pro;

WHEREAS, the Bylaws of Gulf Coast Pro and the Policies and Procedures Agreement of Gulf Coast Pro are attached as collective Exhibit "A";

WHEREAS, go to the City of Biloxi has received a proposal for its portion of the property of the property pool insurance coverage, submitted by Cadence Insurance in the amount of Two Million Four Hundred Sixty-Eight Thousand Three Hundred Fifty-Five and 76/100 Dollars (\$2,468,355.76) for a one-year term beginning May 1, 2026 and ending May 1, 2027, which represents a savings of One Hundred Forty-Six Thousand Nine Hundred Ninety-Nine and 24/100 Dollars (\$146,999.24) since last year;

WHEREAS, the premium for said coverage is to be paid in one lump sum; and

WHEREAS, in order to bind such coverage, it is necessary that the City enter the Memorandum of Understanding of Limits and Premium and execute all documents collectively attached hereto as Exhibit "B."

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

SECTION ONE: The findings, conclusions, and statements contained in the preamble of this are hereby approved, adopted, and ratified.

SECTION TWO: The Bylaws and Procedures of Coast Gov Pro attached are ratified and spread upon the minutes.

SECTION THREE: The Mayor is hereby authorized to take all necessary actions, including execution of the Memorandum of Understanding of Limits and Premium and execute all documents collectively attached hereto as Exhibit "B," to accept the proposal from Cadence Insurance with the premium amount of Two Million Four Hundred Sixty-Eight Thousand Three Hundred Fifty-Five and 76/100 Dollars (\$2,468,355.76) for the renewal of the City's property insurance for a one-year term of coverage beginning May 1, 2026 and ending May 1, 2027 and to process same for payment.

SECTION FOUR: The Mayor is further authorized to serve as a board member of Coast Gov Pro, and the Administration is authorized to take any necessary steps towards the establishment and governance of the property pool association.

SECTION FIVE: This resolution shall take effect and be in force from and after its adoption.



**BYLAWS
OF
COAST GOV PRO,
A MISSISSIPPI NONPROFIT CORPORATION**

These bylaws ("Bylaws") shall regulate the affairs of Coast Gov Pro, subject to the provisions of its Articles of Incorporation ("Articles") and any applicable provisions of the Mississippi Nonprofit Corporation Act, Mississippi Code of 1972, Section 79-11-101, *et seq.*, as amended (the "Act").

**ARTICLE I
GENERAL**

Section 1.1 Name. The name of the corporation is Coast Gov Pro (the "Corporation").

Section 1.2 Principal Office. The principal office of the Corporation shall be such place as the Board of Directors (the "Board") may from time to time determine. Other offices for the activities of the Corporation shall be located at such places as the Board may from time to time determine.

Section 1.3 Registered Office and Agent. The registered office and registered agent of the Corporation shall be as designated from time to time by the appropriate filing by the Corporation in the office of the Secretary of State of Mississippi.

Section 1.4 Change of Principal Office, Registered Office, or Registered Agent. The location of the Corporation's principal and registered office, or the designation of its registered agent, may be changed at any time when authorized by the Board, by filing with the Secretary of State a certificate signed by any current officer of the Corporation and verified subject to penalties for perjury, stating the change to be made and reciting that the change is made by authorization of the Board.

Section 1.5 Fiscal Year. The annual accounting period and taxable year of the Corporation shall end on the last day of the month of March of each year, unless otherwise changed by appropriate resolution of the Board.

Section 1.6 Purposes. The purpose and mission of the Corporation is to create and operate a property insurance pooling entity for eligible counties, municipalities, school districts, and political subdivisions located within the six (6) coastal counties of the Mississippi Gulf Coast pursuant to the authority granted *inter alia* by Mississippi Code Sections 19-7-7, 21-37-45, and 37-7-303, attached hereto as Exhibit A and as amended (the "Authorizing Statutes"), toward the aim of providing a cost-effective insurance benefit and rate stabilization for property utilizing mutually beneficial economies of scale and collaboration further to the allowances and purposes of the Authorizing Statutes. Each Member shall fully cooperate with all requests of the Board or officers of the Corporation or their designee in connection with procuring insurance policies and coverage for the assets of the Member to be insured and timely provide such information, certifications and documentation as may be reasonably requested relating to both the *Member* and the assets insured or to be insured. All Members shall cooperate and act in good faith to

promote and facilitate the purposes of the Corporation including the procurement of insurance as contemplated hereunder.

Section 1.7 Tax-Exempt Status. The Corporation is organized and is to operate as a nonprofit organization, and it is intended that the corporation will qualify at all times as an organization exempt from Federal income tax under section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), by qualification as an organization described in Section 501(c)(6) of the Code. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its Members, directors, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Bylaws.

ARTICLE II MEMBERSHIP

Section 2.1 Members. The initial membership of the Corporation shall be comprised of twelve (12) initial members, which include: the City of Biloxi, the City of Gulfport, Harrison County, Mississippi, by and through its Board of Supervisors, Hancock County, Mississippi, by and through its Board of Supervisors, the Gulfport School District, the Harrison County School District, the Stone County Board of Education, the Coast Transit Authority, the Hancock County Port and Harbor Commission, the Hancock County Utility Authority, the Hancock County Water and Sewer District, and Memorial Hospital at Gulfport. Only duly qualified counties, municipalities, school districts, and political subdivisions located within the six (6) coastal counties on the Mississippi Gulf Coast are eligible to seek membership in the Corporation and may be admitted to membership in the Corporation at any meeting of the Members by a majority of the Members present or upon written approval of a majority of the Members, and by payment of their allocated amount of current and annual dues, fees, premiums, charges and assessments (collectively, "dues"). For purpose of these Bylaws, "Member" shall mean any one of the initial Members listed above, including such Member's respective political subdivisions, urban renewal agencies, and other agencies, and any new member duly and properly admitted as a member of the Corporation, and "Members" shall collectively refer to all Members of the Corporation at the applicable point in time. The Members may establish from time-to-time other requirements for admission, including, without limitation, (i) submission of an application and certifications related to both the applicant and the assets to be insured, (ii) an underwriting analysis of the assets to be insured, and (iii) establishing open or closed periods of time for the admission of new members.

Membership in the Corporation is on a year-by-year basis, for a one-year period (subject to Section 2.5), and subject to renewal annually. Membership is conditioned upon the timely payment of any dues owed to the Corporation by the Member.

Each Member shall designate annually at or prior to the annual meeting of the Members an individual person and up to two (2) alternate individual persons to serve as the representative(s) of said Member (each a "Designated Representative"). To be eligible to serve, such individuals must be either an employee or elected official of the Member or an insurance consultant or attorney actually engaged by the Member ("Eligible Person"). Each Member shall

inform the Secretary of the Corporation of such appointments by the established deadline. If a Designated Representative is no longer an Eligible Person for any reason and at any time, such Member shall replace its Designated Representative by notifying the Secretary of the Corporation of such removal and replacement. Each Designated Representative(s) shall have full and complete authority to act on behalf of said Member, and the Corporation shall not be required to confirm said Designated Representative's authority.

Section 2.2 Dues. The annual dues to be paid by each Member of the Corporation shall from time to time be fixed by the majority of the members of the Board and shall take into account the value of the underlying insured assets of each Member and such other factors as may be fair and appropriate to the membership as a whole. The Board, at its discretion, may defer dues for certain Members for a reasonable time based on good reason, provided such deferral does not adversely impact the underlying insurance coverages of other Members. Dues paid by Members to the Corporation will be utilized to acquire insurance policies, coverages, and/or contracts to insure, defend, and protect the Corporation and its directors, officers and Members and their insured assets against stated liabilities or losses, and may also be used to create reserve fund(s). These Bylaws will not, however, constitute any type of insurance coverage, insurance policy or insurance contract.

Section 2.3 Payment of Dues. All dues shall be payable in advance, annually or upon such other payment schedule as may be permitted by the Board in its discretion and shall become payable on the first day of the fiscal year of the Corporation, or such earlier date at the Board may require in its discretion. Only Members who have paid in full all current dues shall be considered in good standing.

Section 2.4 Transfer of Membership. Membership of any interest in this Corporation shall not be assignable by any Member. Upon the dissolution of any Member, such membership shall terminate.

Section 2.5 Resignation, Expulsion, or Suspension. A Member may resign from membership in the Corporation at any time or decline to renew its membership at any time, although the resignation of a Member does not relieve the Member from any obligations the Member may have to the Corporation and does not entitle the Member to a reimbursement or refund of any dues that have already been paid to the Corporation, or which were due during the term of membership. No Member may be expelled or suspended, and no membership or memberships may be terminated or suspended, except pursuant to a procedure which is fair and reasonable and carried out in good faith. Either of the following procedures is considered fair and reasonable: (a) (i) Not less than fifteen (15) days prior written notice of the expulsion, suspension or termination and the reasons therefor is given to the Member, and (ii) an opportunity for the Member to be heard, orally or in writing, is given not less than five (5) business days before the effective date of the expulsion, suspension or termination by a person or persons authorized to decide that the proposed expulsion, termination or suspension not take place; or (b) any other procedure determined by the Board which is fair and reasonable, taking into consideration all of the relevant facts and circumstances. For avoidance of doubt, a Member who fails pay in full all dues in a timely manner or takes an action that materially and adversely impacts the underlying insurance coverages of other Members may be expelled for good reason. A Member who has resigned, been expelled, or suspended shall be liable to the Corporation for

any unpaid dues, assessments or fees and any other monies caused to be expended by the Corporation based on said Member's resignation, expulsion and/or suspension.

Any Member who resigns from the Corporation may not be readmitted as a member for at least three (3) calendar years from the date of its first withdrawal from the Corporation. Any Member who is readmitted to the Corporation as a member and withdraws from membership a second time may not be readmitted to the Corporation for a period of at least five (5) calendar years from the date of its second withdrawal. Subject to these time limitations and following withdrawal, any readmission as a member shall be approved by the majority vote of the Members and such prior member shall go through the same process then in place for admission of new members.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.1 Annual Meeting. The annual meeting of the Members of the Corporation shall be held at such place and such date and time as designated by the Board. It is the expectation and intent of the Members that the timing of such annual meeting shall be coordinated with the renewal of the applicable insurance to be obtained by the Corporation for the benefit of the Members, which is currently on or about March 31. The annual meeting shall be for the purpose of appointing and electing directors, approval or ratification of the procurement of applicable insurance policies and coverages as determined by the Board, and transaction of other business as may be properly brought before the meeting.

Section 3.2 Special Meetings. A special meeting of the Corporation may be called by any two (2) members of the Board or by a majority of the Members, as may be stated in the notice thereof, and at such time and for such purpose as may be stated in the notice. It is the expectation and intent of the Members that at least two (2) special meeting are called each year in order to provide preliminary information prior to each annul insurance review and renewal period and to provide a mid-year update to the Members.

Section 3.3 Notice of Meetings. Notice meeting the requirements of Article VIII of these Bylaws stating the time, place and the purpose of each meeting of the Members shall be given to all Members of record, not fewer than ten (10) days nor more than sixty (60) days before the meeting; provided that no notice of adjourned meetings need be given. Meetings may be held without notice if all Members entitled to vote thereat are present in person or by proxy, or if notice of the time, place, and purpose of such meeting is waived by e-mail, mail, facsimile transmission, or other writing, either before or after the holding thereof, by all Members not present and entitled to vote at such meeting. All regular meetings of the Members shall be open to all Designated Representatives.

Section 3.4 Quorum. Unless a higher or lower quorum is otherwise provided for by the Act or these Bylaws, a quorum for action on any matter at any membership meeting shall consist of a majority of the votes entitled to be cast on the matter in question, whether the votes are represented in person or by proxy. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment

of that meeting unless a new record date is or must be set for that reconvened meeting. If a quorum be not so represented at such a meeting, a majority of those shares so represented may adjourn the meeting to a future date, time and place, and thereafter from time to time, as provided herein.

Section 3.5 Telephonic/Virtual/Digital Meetings Permitted. Members may participate in an annual or special meeting by any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

Section 3.6 Voting. Each Member, who is in good standing at the time of the vote, is entitled to one vote on matters upon which the membership votes. In the event a Member is not in good standing, such Member shall not be entitled to vote unless and until such Member cures the matter which caused the Member to not be in good standing. Unless these Bylaws or the Act require either a greater number of affirmative votes, action on a matter, whether a resolution, a motion or any other action, is approved or ratified by the affirmative vote of a majority of the votes represented and voting at a duly held meeting at which a quorum is present or by a written ballot or written consent in conformity with the Act or by the affirmative votes, voting power, written ballots or written consents in such greater number as may be provided in the Act or these Bylaws for any specified member action.

Section 3.7 Presiding Officer and Secretary. At all meetings of the membership, the President of the Corporation or in his or her absence, the Vice-President, or in his or her absence the Secretary, or in his or her absence the Treasurer shall preside. The Secretary of the Corporation shall act as secretary of all Members' meetings, but in the absence of the Secretary, or due to his or her inability to act at such meeting, the presiding officer shall appoint another person to act as secretary of that meeting.

Section 3.8 Procedure. All meetings shall be conducted in accordance with the rules of procedure adopted by the Board except where the same conflict with these Bylaws and the Act.

Section 3.9 Proxies. Unless these Bylaws otherwise prohibit or limit proxy voting, a Member may appoint a proxy to vote or otherwise act for the Member. All appointments by a Member of a proxy shall be duly appointed in writing, properly signed (either personally or by such Member's attorney-in-fact) and shall be effective when received by the Secretary or other officer or agent authorized to tabulate votes prior to the commencement of the meeting. A proxy shall be valid for eleven (11) months from the date of its execution unless a longer or shorter period is expressly provided in the proxy appointment form, provided that no proxy shall be valid for more than three (3) years from the date of its execution. An appointment of a proxy shall be revocable by the Member.

Section 3.10 Action Without Meeting. Any action required or permitted by the Act or these Bylaws to be approved by the Members may be approved without a meeting thereof if one or more written consents, describing and approving the action so taken, shall be signed by those Members holding and representing more than eighty percent (80%) of the voting power entitled to vote on the action and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. Such a consent is to have the same effect as a meeting vote and may be

described as such in any document. Written notice of Member approval pursuant to this Section 3.10 shall be given to all Members including those who do not sign the written consent. If such written consent is required, Member approval pursuant to this Section 3.10 shall be effective ten (10) days after such written notice is given to all Members. In addition, unless otherwise prohibited or limited by these Bylaws, any action which may be taken at any annual or special meeting of Members may be taken without a meeting if the Corporation delivers a written ballot to every Member entitled to vote which shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. A written ballot may not be revoked. Approval by written ballot pursuant to this Section 3.10 shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter other than the election of directors, specify the time by which a ballot must be received by the Corporation in order to be counted, and state that it may not be revoked. If and only to the extent required by law, the Corporation will comply with the Mississippi Open Meetings Act.

ARTICLE IV **BOARD OF DIRECTORS**

Section 4.1 General Powers. Except as expressly stated in the Articles or these Bylaws, the Act or other applicable statutory and common laws of the State of Mississippi, all corporate powers of the Corporation shall be exercised by or under the authority of, and the activities and affairs of the Corporation shall be managed under the direction of, the Board. The Board is vested with full power to determine the Corporation's policies within the purposes and subject to limits of the Articles, these Bylaws, the Act or other applicable statutory and common laws of the State of Mississippi. The Board may take all necessary action to procure and administer the insurance policies and coverages contemplated herein for the benefit of the Members, including engaging third-party insurance consultants or administrators as determined necessary or appropriate from time to time, and shall otherwise fully comply with all laws regarding the operation and administration of the Corporation.

Section 4.2 Composition and Term. The Board of the Corporation shall initially include seven (7) board members, including one (1) representative appointed directly by each of the largest six (6) members of the Corporation based on the value of the assets insured (or to be insured) through the Corporation by each Member as of April 1 of each year (the "Designated Directors"). This right to appoint a Designated Director shall be determined as of April 1 of each year. The Members may increase the number of directors constituting the Board including the number of Designated Directors at any time by vote of eighty percent (80%) of all Members, provided the Board shall always have at least one non-Designated Director elected at large by the remaining Members in accordance with this Section 4.2. The Secretary of the Corporation shall maintain records of the insured value of each Member as part of the Corporation's normal record keeping in order to determine the Members that will select the Designated Directors. The remaining board member shall be elected on an annual basis by a majority vote of the Members who are not already represented by one of the six (6) Designated Directors (the "Elected

Director”). Directors shall serve for one (1) year terms or until replaced by a new director, but there shall not be a limit on how many terms a director may serve. Each director must at all times be an Eligible Person. A director who is no longer an Eligible Person for any reason shall either resign as a director, officer and committee member or shall be removed by the Board or by the Member(s) who appointed such director. Any vacancy created by such resignation or removal shall be filled in accordance with Section 4.9 below. In the event a director is unable to attend a particular meeting, the Member who appointed said director shall have the right to appoint one of such Member’s Designated Representatives to attend the meeting and to vote as a director of that Member for the particular meeting. A Member’s Designated Representative so appointed shall have no greater rights than did the director who was unable to attend the meeting.

Section 4.3 Regular Meetings. The Board, by resolution adopted by a majority of the full Board, may designate the place, date, and time for regular meetings of the Board to be held. The Board shall coordinate its annual meeting with the annual meeting of the Members. Written or printed notice of such resolution shall be given to all directors and all Members within a reasonable time after the adoption thereof. Notice of the date, time, place, or purposes of such regular meetings of the Board shall not be required to be given. All regular meetings of the Board shall be open to all Member Designated Representatives.

Section 4.4 Special Meetings. Special meetings of the Board may be called at any date, time and place, by the President or by a majority of the Board. Notice meeting the requirements of Article VIII of these Bylaws, stating the place, date and time of such special meeting, shall be given by the Secretary to each director and all Members, at least three (3) business days prior to the date of such meeting, but it shall not be necessary to describe in such notice the purpose of such special meeting unless required by the Act. All special meetings of the Board shall be open to all Member Designated Representatives.

Section 4.5 Telephonic/Virtual/Digital Meetings Permitted. The Board may permit any or all directors to participate in an annual, regular, or special meeting by, or conduct such a meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 4.6 Action By Consent Of Directors. Any action required or permitted to be taken at a meeting of the Board may be taken without such a meeting if one or more written consents, describing and evidencing the action so taken, shall be signed by all of the voting members of the Board and included in the minutes or filed with the corporate records reflecting the action taken, with such action to be effective when the last director signs the consent, unless the consent specifies a different effective date. A copy of all such consents shall also be sent to all Members. Such a consent is to have the same effect as a meeting vote and may be described as such in any document.

Section 4.7 Quorum. Unless the Act or these Bylaws requires a greater number, a majority of the number of voting directors in office immediately before the meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than such majority is present at a meeting, a majority of the voting directors present may adjourn the meeting from time to time without further notice.

Section 4.8 Voting. Each voting member of the Board shall be entitled to one (1) vote; provided, however, if the Member who appointed such Designated Director is not in good standing, such Designated Director shall not be entitled to vote unless and until such Member cures the matter which caused the Member to not be in good standing. Unless the Act or these Bylaws requires the vote of a greater number of directors, the affirmative vote of a majority of the voting directors present at a meeting at which a quorum is present when a vote is taken shall be the act of the Board. A director who is present at a meeting of the Board or a committee thereof when corporate action is taken is deemed to have assented to the action taken unless:

- a. such director objects, at the beginning of the meeting or promptly upon his or her arrival, to holding the meeting or transacting business at the meeting;
- b. such director's dissent or abstention from the action taken is entered in the minutes of the meeting; or
- c. such director delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting.

This right of dissent or abstention is not available to a director who votes in favor of the action taken.

Section 4.9 Vacancies. Any vacancy of a Designated Director occurring in the Board caused by removal, resignation, death, or other incapacity shall be filled by the specific Member that appointed and was represented by such Designated Director. Any vacancy of an Elected Director (not a Designated Director) occurring in the Board caused by removal, resignation, death, or other incapacity shall be filled by a majority vote of the Members eligible to vote to elect such director and who are not represented by a Designated Director. The term of office of a director elected to fill a vacancy begins on the date of the director's appointment or election and continues for the balance of the unexpired term.

Section 4.10 Removal. Any or all of the directors may be removed for cause or without cause by vote of eighty percent (80%) of all Members. A director who is a Designated Director may be removed at any time at the sole discretion of the Member who appointed such Designated Director. Removal of a director shall also constitute removal as an officer of the Corporation and as a member of all committees of the Board. If a director has: (a) been declared of unsound mind by a final order of any court of competent jurisdiction; (b) been found guilty of any crime of moral turpitude; or (c) been found by a final order or judgment of any court to have breached any duty imposed by the Act, such director shall be automatically removed from office effective as of the date of such triggering event.

Section 4.11 Resignation. A director may resign at any time by tendering his or her resignation in writing to the President or to the Secretary. A resignation shall become effective upon the date specified in such notice or, if no date is specified, upon receipt of the resignation by the Corporation at its principal place of business.

Section 4.12 No Director Compensation. Directors shall not be paid any stated salaries or similar compensation for their services to the Corporation. Directors may be reimbursed for

reasonable out-of-pocket expenses incurred in connection with serving as a director, including, without limitation, reasonable travel expenses in accordance with procedures adopted by the Board from time to time.

Section 4.13 No Conflict of Interest. No director shall take or otherwise participate in any action that is prohibited by law or that may create a conflict of interest. In the event any director becomes aware of any potential violation of law or situation that, with notice, passage of time, or both, would create a conflict of interest, such director shall immediately disclose in writing such situation to the President and to the other directors. Unless expressly approved by the Board, no director may serve the Corporation in any other capacity as an agent, employee, independent contractor, or otherwise. The foregoing prohibition shall not restrict a director from serving as an officer of the Corporation. In addition, serving as an elected official, employee, consultant or attorney of a Member shall not constitute a conflict of interest hereunder.

Section 4.14 Exculpation of Liability. No director shall have any liability to the Corporation for money damages for any action taken, or any failure to take any action, as a director in good faith, except liability for (i) the amount of a financial benefit received by a director to which he or she is not entitled; (ii) an intentional infliction of harm on the Corporation; (iii) an intentional infliction of harm to the Corporation's Members which directly relates to the insurance benefits procured in connection herewith; or (iii) a violation of the law (civil or criminal).

ARTICLE V OFFICERS

Section 5.1 Number and Qualifications. The officers of the Corporation shall consist of the President, Vice President, Secretary, and Treasurer, and such other officers, assistant officers, and agents as shall from time to time be determined or appointed by the Board. No person nor Member through its Designated Representatives shall serve in more than one of these positions at a given time. Each officer must at all times be an Eligible Person.

Section 5.2 Appointment and Term. All officers shall be elected or appointed by the Board. The officers of the corporation shall serve for terms of one (1) year and may be reelected or reappointed for up to three (3) additional years. Each officer shall hold office until the expiration of the term for which he or she is elected and thereafter until his or her successor has been elected or appointed and qualified, except where removed from office as herein required.

Section 5.3 President. The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the Corporation. Subject to the approval by the Board, the President together with any other officer of the Corporation shall have power in the name of the Corporation and on its behalf to execute any and all contracts, agreements, and other instruments in writing, except in cases where the signing and execution thereof shall be expressly delegated by the Board or these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed. For avoidance of doubt, unless the Board expressly authorizes the President to unilaterally sign a contract, any and all contracts, agreements, and other instruments must be in writing and signed by two (2) officers of the Corporation. Except as expressly reserved herein, the President shall have such powers and

perform such duties as generally pertain to the office of President as well as such further powers and duties as may be prescribed by the Corporation. In no case may the President or any other officer, without the prior approval of the Board, contract for or bind the Corporation for services of any kind.

Section 5.4 Vice President. The Vice President shall have such powers and perform such duties as the Corporation or the President may from time to time prescribe and shall perform such other duties as may be prescribed by these Bylaws. In the absence or inability of the President to act, the Vice President shall perform all the duties and may exercise any of the powers of the President subject to control of the Corporation. Performance of any such duties by the Vice President shall be conclusive evidence of his or her power to act.

Section 5.5 Secretary. The Secretary shall cause the minutes of all meetings of the Corporation to be kept and shall oversee the giving and serving of all notices. He or she shall have custody of all papers or documents of the Corporation as the Corporation may direct. He or she shall, in general, oversee all the duties of the Secretary office as subject to the control of the Corporation.

Section 5.6 Treasurer. The Treasurer shall cause all tax returns and tax-exempt filing to be made by the Corporation on a timely basis, including the filing of Form 990 if required. The Treasurer shall have the authority to oversee the care and custody of all funds and securities of the Corporation which may come into the Corporation's hands and as such can endorse the same for deposit or collection when necessary or proper and can deposit the same to the credit of the Corporation at such banks or banks of depository as the Corporation may designate. He or she may endorse all commercial documents requiring endorsement for and on behalf of the Corporation and may sign all receipts and vouchers for payments to the Corporation. He or she shall cause an accounting of the transactions to the Corporation as often as it shall be required and shall at all reasonable times exhibit the books and accounts to any Member of the Corporation. He or she shall cause to be entered regularly in books kept for that purpose, full and accurate accounts of all monies received and paid by the Corporation on account of the Corporation and shall have such further powers and duties as are incident to the position of Treasurer subject to control of the Board. For avoidance of doubt and clarity, no single officer may sign checks or make wire or other requests to transfer or withdraw any funds held by the Corporation; any and all checks, wires and draw requests must be in writing and signed by two (2) officers of the Corporation.

Section 5.7 Removal. Any officer of the Corporation may be removed by the Board at any time whenever, in the Board's judgment, the interest of the Corporation would be served thereby and shall be removed if the officer ceases to be an Eligible Person for any reason. Such removal may be made with or without cause. The Board shall fill any such officer vacancy.

Section 5.8 No Officer Compensation. Officers shall not be paid any stated salaries or similar compensation for their services to the Corporation. Officers may be reimbursed for reasonable out-of-pocket expenses incurred in connection with serving as an officer, including, without limitation, reasonable travel expenses in accordance with procedures adopted by the Board from time to time.

Section 5.9 No Conflict of Interest. No officer shall take or otherwise participate in any action that is prohibited by law or that may create a conflict of interest. In the event any officer becomes aware of any potential violation of law or situation that, with notice, passage of time, or both, would create a conflict of interest, such officer shall immediately disclose in writing such situation to the Board and to the other directors. Unless expressly approved by the Board, no officer may serve the Corporation in any other capacity as an agent, employee, independent contractor, or otherwise. The foregoing prohibition shall not restrict a director from serving as an officer of the Corporation. In addition, serving as an elected official, employee, consultant or attorney of a Member shall not constitute a conflict of interest hereunder.

Section 5.10 Exculpation of Liability. No officer shall have any liability to the Corporation for money damages for any action taken, or any failure to take any action, as an officer in good faith in accordance with these Bylaws or as expressly authorized by the Board, except liability for (i) the amount of a financial benefit received by an officer to which he or she is not entitled; (ii) an intentional infliction of harm on the Corporation; (iii) an intentional infliction of harm to the Corporation's Members which directly relates to the insurance benefits procured in connection herewith; or (iii) a violation of the law (civil or criminal).

ARTICLE VI **COMMITTEES**

Section 6.1 Committees Generally. The Board, by resolution, may create one (1) or more committees and appoint from among the Members' Designated Representatives two (2) or more persons to serve as the members of each such committee at the pleasure of the Board, and each such committee shall have and may exercise the authority of the Board to the extent specified either in such resolution or amendments thereto, consistent with the laws of the State of Mississippi. Each committee member must at all times be an Eligible Person. Directors of the Corporation shall be entitled to serve as members of any committee created.

Section 6.2 Committee Procedures Generally. The requirements of these Bylaws governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board, apply to such committees and their members as well. If and only to the extent that the Corporation is subject to the Mississippi Open Meetings Act, Committee's will keep minutes of meetings.

ARTICLE VII **AMENDMENTS**

Any amendment to the Corporation's Bylaws must be approved by the Members, at any annual or special meeting (called for that purpose) of the Members, by eighty percent (80%) of the voting power of all Members, both in attendance and absent. Solely for purpose of this Article VII and approval of any amendments to these Bylaws, the voting power of the Members shall be determined based on the value of the assets insured (or to be insured) through the Corporation by each Member as of April 1 immediately preceding the vote regarding any such amendment.

ARTICLE VIII NOTICES

Section 8.1 Applicability. Any notice required by the Act, the Articles, these Bylaws, or otherwise, to be given to any Member, director, or officer of the Corporation shall be governed by and given in accordance with the requirements of this Article VIII of these Bylaws, unless the provisions of the Act or other statutes or any other provision of these Bylaws applicable to particular circumstances prescribe different notice requirements for such particular circumstances, in which event such notice shall be governed by and given in accordance with such other notice requirements.

Section 8.2 Delivery. Any notice so required to be given shall be in writing. Notice may be communicated by hand delivery, by mail or private carrier, or by electronic transmission. "Electronic transmission" or "electronically transmitted" means any process of communication not directly involving the physical transfer of paper that is suitable for the retention, retrieval and reproduction of information by the recipient.

Section 8.3 Effectiveness. Written notice, if in a comprehensible form, shall be effective at the earliest of the following: (a) when received; (b) upon deposit in the United States mail, as evidenced by the post mark, if mailed postpaid and correctly addressed; (c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; or (d) on the date sent by electronic transmission, unless such electronic transmission is delivered after 5:00 pm central time or on a Saturday, Sunday, any federal holiday or any holiday in Mississippi, in which case the delivery shall be effective as of the next business day. Written notice is correctly addressed to a Member or director if addressed to the Member's or director's address (including e-mail address and facsimile number) shown in the Corporation's current list of Members or directors.

Section 8.4 Written Waivers. Whenever any notice is required to be given to any Member, director, or officer of the Corporation by the Act or any other statute, the Articles, these Bylaws, or otherwise, such person or persons may waive any such notice. A waiver thereof must be in writing, signed by the person or persons entitled to such notice (whether before or after the date and time stated in the notice), and delivered to the Corporation for inclusion in the minutes or filing with the corporate records.

Section 8.5 Waivers By Attendance. A Member's attendance at, or a director's attendance at or participation in, a meeting thereof, as the case may be, waives such person's objection (a) to lack of any required notice or a defective notice of the meeting, unless such person, at the beginning of the meeting or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting, and (b) to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice (if the purposes are required to be described in the notice), unless such person objects to consideration of the matter when it is presented and does not thereafter vote for or assent to action taken with respect to the matter.

ARTICLE IX
BOOKS, RECORDS, AND REPORTS

The Corporation shall keep at its registered or principal office correct and complete books and records of accounts, minutes of the proceedings of the Members, the Board and committees having any of the authority of the Board, a record giving the names and addresses of the directors, and such other records as may be required by law. All books and records of the Corporation may be inspected by any Member, or his or her agent or attorney, for any proper purpose at any reasonable time.

ARTICLE X
DISSOLUTION

Upon the dissolution of the Corporation, the Board shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, distribute all of the assets of the Corporation to the Members. Each Member's proportion of the remaining assets shall be based off of the then current value of such Member's assets insured through the Corporation immediately prior to such dissolution and such other factors as may be fair and appropriate to the membership as a whole. In the event of final disposition of the Corporation's assets, the Board shall automatically dissolve and cease all activities and functions of the Corporation.

ARTICLE XI
INDEMNIFICATION

To the extent permitted by law, the Corporation shall from its assets indemnify its directors, officers, employees and agents to the fullest extent provided under the Act. For avoidance of doubt and for clarity, no Member shall have any liability or obligation to indemnify any director, officer, employee or agent of the Corporation or any other Member in any manner. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation insuring against any liability asserted against such individual and incurred by such individual in any such capacity, or arising out of such individual's status as such, whether or not the Corporation would have the power to indemnify such individual against such liability under the provisions of this Article or applicable law.

ARTICLE XII
REVIEW OF BYLAWS

Each Member acknowledges that it has had these Bylaws reviewed by independent legal counsel and each Member has had the opportunity to provide requested changes and comments to the same. As such the Bylaws shall be deemed to have been jointly drafted by all Members of the Association. No legal advice has been provided to the Members by the person and/or entity who served as the formal scrivener and/or preparer thereof.

CERTIFIED as adopted and approved as the Bylaws of Coast Gov Pro, effective as of the ____ day of _____, 2025.

_____, Secretary

**EXHIBIT A
AUTHORIZING STATUTES**

M.C.A. 19-7-7

(1) The board of supervisors may have the courthouse, jail and other buildings of the county, the furniture thereof, the books of the county, and the personal property of the county, insured against loss by fire, cyclone and tornado, and other hazards. The board of supervisors may carry steam boiler, plate glass and other miscellaneous casualty insurance against loss of county property, as in the discretion of the board of supervisors may seem proper. The cost thereof shall be paid out of the county treasury.

(2) The boards of supervisors of two (2) or more counties may pool their risks under this section and may provide for the purchase of one or more policies of property insurance, or the establishment of a self-insurance fund or self-insurance reserves, or any combination thereof. The cost of participation shall be paid out of the general fund of the county. The administration and service of any such self-insurance program shall be contracted to a third party and approved by the Commissioner of Insurance.

(3) The governing board of any county, municipality, municipal separate school district, other school district or community/ junior college district, and the governing board or head of any other political subdivision or entity may negotiate for, secure and pool their risks under this section and may provide for the purchase of any one or more policies of property insurance, or the establishment of a self-insurance fund or self-insurance reserves, or any combination thereof. The governing board of any political subdivision or other entity set forth in this section is authorized to expend funds from any available source for the purpose of obtaining and maintaining that property insurance. The administration and service of any such self-insurance program shall be contracted to a third party and approved by the Commissioner of Insurance.

M.C.A. 21-37-45:

(1) The governing authorities of municipalities shall have the power and authority to insure municipal property, including buildings, furniture, books and records, and all other property, against loss by fire and tornado, and to carry such amount of employer's liability, steam boilers, plate glass and other miscellaneous casualty insurance as in the discretion of the governing authorities of the municipality may be deemed proper, and to pay for the premiums thereof out of the municipal treasury.

(2) The governing board of any county, municipality, municipal separate school district, other school district or community/junior college district, and the governing board or head of any other political subdivision or entity may negotiate for, secure and pool their risks under this section and may provide for the purchase of any one or more policies of property insurance, or the establishment of a self-insurance fund or self-insurance reserves, or any combination thereof. The governing board of any political subdivision or other entity set forth in this section is authorized to expend funds from any available source for the purpose of obtaining and

maintaining that property insurance. The administration and service of any such self-insurance program shall be contracted to a third party and approved by the Commissioner of Insurance.

M.C.A. 37-7-303:

(1) The school board of any school district may insure motor vehicles for any hazard that the board may choose, and shall insure the school buildings, equipment and other school property of the district against any and all hazards that the board may deem necessary to provide insurance against. In addition, the local school board of any school district shall purchase and maintain business property insurance and business personal property insurance on all school district-owned buildings and/or contents as required by federal law and regulations of the Federal Emergency Management Agency (FEMA) as is necessary for receiving public assistance or reimbursement for repair, reconstruction, replacement or other damage to those buildings and/or contents caused by the Hurricane Katrina Disaster of 2005 or subsequent disasters. The school district is authorized to expend funds from any available source for the purpose of obtaining and maintaining that property insurance. The school district is authorized to enter into agreements with the Department of Finance and Administration, other local school districts, community or junior college districts, state institutions of higher learning, community hospitals and/or other state agencies to pool their liabilities to participate in a group business property and/or business personal property insurance program, subject to uniform rules and regulations as may be adopted by the Department of Finance and Administration. Such school board shall be authorized to contract for such insurance for a term of not exceeding five (5) years and to obligate the district for the payment of the premiums thereon. When necessary, the school board is authorized and empowered, in its discretion, to borrow money payable in annual installments for a period of not exceeding five (5) years at a rate of interest not exceeding eight percent (8%) per annum to provide funds to pay such insurance premiums. The money so borrowed and the interest thereon shall be payable from any school funds of the district other than the total funding formula funds provided for in Sections 37-151-200 through 37-151-215.

The school boards of school districts are further authorized and empowered, in all cases where same may be necessary, to bring and maintain suits and other actions in any court of competent jurisdiction for the purpose of collecting the proceeds of insurance policies issued upon the property of such school district.

(2) Two (2) or more school districts, together with other educational entities or agencies, may agree to pool their liabilities to participate in a group workers' compensation program. The governing authorities of any school board or other educational entity or agency may authorize the organization and operation of, or the participation in such a group self-insurance program with other school boards and educational entities or agencies, subject to the requirements of Section 71-3-5. The Workers' Compensation Commission shall approve such group self-insurance programs subject to uniform rules and regulations as may be adopted by the commission applicable to all groups.

(3) The governing board of any county, municipality, municipal separate school district, other school district or community/junior college district, and the governing board or head of any other political subdivision or entity may negotiate for, secure and pool their risks under this section

and may provide for the purchase of any one or more policies of property insurance, or the establishment of a self-insurance fund or self-insurance reserves, or any combination thereof. The governing board of any political subdivision or other entity set forth in this section is authorized to expend funds from any available source for the purpose of obtaining and maintaining that property insurance. The administration and service of any such self-insurance program shall be contracted to a third party and approved by the Commissioner of Insurance.



**POLICIES AND PROCEDURES AGREEMENT
OF
COAST GOV PRO**

This Policies and Procedures Agreement (the "Agreement") is made and entered into by and among Coast Gov Pro ("Corporation" and/or "Coast Gov Pro") and each of its Members.

WHEREAS, Coast Gov Pro was formed to operate a property insurance pooling entity for eligible counties, municipalities, school districts, and political subdivisions located within the six (6) coastal counties of the Mississippi Gulf Coast toward the aim of providing a cost-effective insurance benefit and rate stabilization for property utilizing mutually beneficial economies of scale and collaboration further to the allowances and purposes of the Authorizing Statutes, all of which is more particularly described in the Bylaws of the Corporation; and

WHEREAS, Coast Gov Pro desires to set forth policies and procedures to aid in the implementation and operation of the Corporation for the benefit of its Members.

NOW THEREFORE, in consideration of the mutual advantages to be derived from this Agreement and the operation of the Corporation, and in consideration of other good and valuable considerations, the sufficiency of which are acknowledged and confessed, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement.

1.1 Administrator. Administrator shall mean the person or entity approved by the Board of Directors of the Corporation to act as the insurance Administrator for the Corporation. The Administrator shall also be the broker of record for the insurance coverages acquired by the Corporation. The Administrator shall be responsible for obtaining quotes and information for insurance coverages for the Corporation and for presenting the same to the Corporation, its Board of Directors and/or Members as the case may be. The initial Administrator shall be Arthur J. Gallagher & Co. The Administrator shall be entitled to receive reasonable and customary fees, commissions, and/or payments for its services from the issuance of policies of insurance to the Corporation. The fee for such administrative services shall be one and one-half

percent (1.5%) of the pure policy premiums that will be included in each Member's premium on an annual basis. Each Member acknowledges that the Administrator is not the issuer or insurer of any insurance policy issued to or for the benefit of the Corporation or its Members.

1.2. Loss Payments. Loss Payments shall mean monies paid by the insurer(s) and received by the Corporation and/or its Member(s) relating to a casualty event. In the event the Corporation receives any Loss Payment(s) directly which are not jointly payable to the Member(s) incurring the loss, the same shall be delivered by the Corporation to the Member and/or Members who incurred the loss(es) for which said Loss Payments were tendered. The Corporation may withhold from any Loss Payments received the actual costs incurred by the Corporation in the pursuit of said Loss Payments (including, but not limited to: reasonable attorney's fees, experts fees and costs). In the event that a dispute arises between the Corporation and its Member(s) regarding a Loss Payment, the Corporation shall have the right to interplead the Loss Payments into a court of competent jurisdiction in which event the Corporation shall be entitled to recover its reasonable attorneys' fees and costs for the pursuit of said interpleader action. Notwithstanding the foregoing the Corporation is not obligated to expend any funds for the benefit of any Member relating to a loss. Any such expenditures and expenses are the responsibility of the Member who incurred the loss and is making the claim.

1.3 Board of Directors. The Board of Directors shall mean the governing body of the Corporation as set forth in the Bylaws.

1.4 Bylaws. Bylaws shall mean the bylaws of the Corporation then in effect that address the government and management of the Corporation.

1.5 Claims Management. Claims Management shall mean the process of identifying, resolving and planning for the funding of eligible claims made by or against the Corporation and/or Members of the Corporation. The Corporation has the right to establish Claims Management policies and procedures as approved by the Board of Directors to be applied on a consistent basis.

1.6 Corporation. Corporation shall mean Coast Gov Pro, a Mississippi Non-Profit Corporation.

1.7 Coverage Terms. Coverage Terms shall mean those provisions and conditions which define indemnification and financial protection to be provided by one or more Insurers to the Corporation and/or its Members as the policy(ies) may dictate. The Coverage Terms may be modified or altered from time to time with respect to the Corporation, all Members, any individual Member, or otherwise with thirty (30) days advance written notice, or such other notice as the policy(ies) may provide.

1.8 Designated Representative. The Designated Representative(s) for each Member shall be appointed by the governing body of the Member as set forth in Section 2.1 of the Bylaws. The Designated Representative is the person(s) designated to receive notices from the Corporation, Administrator, and/or representative for the Corporation and the person(s) empowered to take actions for a Member in accordance with the Bylaws and this Agreement during their

appointment. All notices contemplated or required hereunder shall be delivered in accordance with the terms of the Bylaws.

1.9 Fixed Cost Contribution. Fixed Cost Contribution shall mean the amount of money which shall be contributed to the Corporation each policy year and used by the Corporation to pay pure policy premiums, all taxes and fees incurred as a result of the issuance of any policy(ies) for the Corporation, and including the Loss Fund Contribution, all of which shall be determined by the Board of Directors after consultation with the Corporation's actuary and Administrator. The Board of Directors shall have the right to allocate the Fixed Cost Contribution among the Members in such manner as they deem necessary, reasonable and appropriate and shall take into account the value of the underlying insured assets of each Member and such other factors as may be fair and appropriate to the membership as a whole.

1.10 Loss Fund. The Loss Fund shall include the sum of monies contained in one or more segregated account(s) in the name of Corporation which shall be titled "Loss Fund Account". The purpose of the Loss Fund is to buy down the All-Other Perils deductible to Twenty-Five Thousand Dollars (\$25,000.00). The Loss Fund and all contributions thereto are strictly limited to non-Catastrophe losses and may not be used to cover CAT losses, deductibles due to CAT losses, or for any other purpose. The Loss Fund will be reviewed annually by the Board of Directors and may be adjusted as the Board of Directors deems necessary for the Corporation and shall take into account the value of the underlying insured assets of each Member and such other factors as may be fair and appropriate to the membership as a whole.

1.11 Loss Fund Contribution. Loss Fund Contribution shall mean the amount of money which shall be contributed to the Corporation each policy year. After consultation with the Corporation's actuary and Administrator, the Loss Fund Contribution shall be determined and set by the Board of Directors, with respect to all Members, any individual Member or otherwise and shall take into account the value of the underlying insured assets of each Member and such other factors as may be fair and appropriate to the membership as a whole. The Board of Directors shall have the right to allocate the Loss Fund Contribution among the Members in such manner as they deem necessary, reasonable and appropriate and shall take into account the value of the underlying insured assets of each Member and such other factors as may be fair and appropriate to the membership as a whole.

1.12 Member. Member shall mean any one of the initial Members of the Corporation, including such Member's respective political subdivisions, urban renewal agencies, and other agencies, and any new member duly and properly admitted as a member of the Corporation pursuant to the Bylaws, and Members shall collectively refer to all Members of the Corporation at the applicable point in time.

1.13 Noncompliance. Noncompliance shall mean any failure of a Member to comply with the terms of this Agreement, the Bylaws, the Coverage Terms, any policies and procedures and/or any rules and regulations which may be adopted by the Board of Directors.

1.14 Risk Management. Risk Management shall mean the process of identifying, evaluating, reducing, transferring and/or eliminating factors and circumstances which could

result in physical property damage. The Corporation has the right to establish Risk Management policies and procedures as approved by the Board of Directors and the Members.

1.15 Trustee. Trustee shall mean the banking institution(s) appointed and approved by the Board of Directors of the Corporation to hold, manage, invest and disburse as required the assets of the Corporation after considering the services, fees and interest rate to be earned by any such deposits.

1.16 All Other Perils. All Other Perils ("AOP") shall mean a category of risks or hazards that are covered under an insurance policy, excluding those perils specifically listed as exclusions or covered under separate categories.

1.17 Loss Limits. Loss Limits shall mean the maximum amount an insurer or insurers will pay for a single loss or claim under a specific policy, including to the Corporation and/or its Member(s). The Administrator shall request that the Loss Limit(s) be allocated to the Corporation and to each Member thereof for its respective properties and will also request the Loss Limits for each be included within the Terms and Conditions and/or Schedules of the policy(ies) of Insurance issued to the Corporation.

1.18 Underwriting Committee. The Underwriting Committee will consist of the Board of Directors of the Corporation and shall be selected as described in Section 4.2 of the Bylaws.

1.19 Expense Fee. The Expense Fee of the Corporation shall be two and one-half percent (2.5%) of the pure policy premiums that will be included in each Member's premium on an annual basis. The purpose of this fee is to provide payment for reasonable expenses, including but not limited to legal fees, accounting fees, actuary fees and expenses, property inspections, property appraisals, insurance covering the Board of Directors of the Corporation, and reasonable and necessary travel expenses for and on behalf of the Corporation. Any monies remaining after all expenses have been paid for the policy term will be allocated to the Loss Fund. The Board of Directors shall have the right to review and recommend to the Members an adjust in the Expense Fees on an annual basis.

1.20 Pure Policy Premiums. Pure policy premiums shall initially mean that portion of the total policy premium for the Corporation equal to expected losses void of insurance company expenses, premium taxes, contingencies, or profit margin.

1.21 Catastrophe (CAT) Loss. CAT Loss is defined as a large magnitude loss with little ability to forecast using industry accepted modeling.

1.22 Loss. Loss is defined as physical damage to property or bodily injury, including loss of use or loss of income, incurred by the Corporation and/or its Members, covered by the policy(ies) issued to the Corporation and/or its Members.

1.23 Deductible. Deductible is the portion of an insured loss (in dollars) to be paid by the policy holder(s), which will be allocated to the specific Member(s) incurring the loss. The intent and agreement of the Corporation and its Members is that the Member(s) who incurs a

Loss shall be solely responsible for the payment of the applicable deductible related to said loss.

1.24 Effective Date- Effective Date shall be the date of the issuance of any insurance policy for the Corporation and/or its Members, with the first effective date being May 1, 2025, and the future anticipated Effective Date being May 1st in each successive year, unless otherwise amended by the Board of Directors.

ARTICLE II POWERS AND PURPOSES

2.1 Purposes. The purpose and mission of the Corporation is to create and operate a property insurance pooling entity for eligible counties, municipalities, school districts, and political subdivisions located within the six (6) coastal counties of the Mississippi Gulf Coast pursuant to the authority granted *inter alia* by Mississippi Code Sections 19-7-7, 21-37-45, and 37-7-303, and as amended (the "Authorizing Statutes"), toward the aim of providing a cost-effective insurance benefit and rate stabilization for property utilizing mutually beneficial economies of scale and collaboration further to the allowances and purposes of the Authorizing Statutes. Each Member shall fully cooperate with all requests of the Board or officers of the Corporation or their designee in connection with procuring insurance policies and coverage for the assets of the Member to be insured and timely provide such information, certifications and documentation as may be reasonably requested relating to both the Member and the assets insured or to be insured. All Members shall cooperate and act in good faith to promote and facilitate the purposes of the Corporation including the procurement of insurance as contemplated hereunder.

2.2 Powers. In addition to the powers described elsewhere herein and in addition to those powers conferred on the Corporation by its Bylaws, applicable laws, rules, regulations and/or other sources, the Corporation shall have the authority and duty to accomplish its purposes, which powers shall include, but not be limited to, the following:

(a) To establish a Loss Fund and require of its Members Fixed Cost Contributions to the extent such contributions are deemed necessary or appropriate to facilitate the general purposes stated in this Agreement.

(b) To make, enter into and arrange for insurance and reinsurance contracts for excess, catastrophic, and/or any other coverage as the Corporation shall deem necessary and appropriate.

(c) To establish and operate programs of risk management and claims management, which power and authority shall include the power and authority to engage the services of a third-party underwriter/manager (hereafter, the "Underwriter/Manager"). Such Underwriter/Manager shall be an organization which is well experienced in risk management and claims management and has in the past or is currently in the business of providing such services to organizations similar to the Corporation.

(d) The Underwriting Committee will make underwriting, membership, and allocation recommendations to the Board of Directors.

(e) To the extent permitted by Mississippi law to accomplish the indemnity provisions set forth in Article XI of the Bylaws. The aforesaid indemnity is not intended and does not waive any immunities provided to Members of the Board of Directors by Mississippi law, but is merely in addition to such rights, privileges and immunities.

(f) To fix and require of its Members any payments implemented pursuant to the Bylaws and/or this Agreement.

The Corporation is further authorized to carry out any other activities which are necessary and proper or are necessarily implied or required to accomplish the purposes of the Corporation as set forth in this Agreement.

2.3 Disclaimer. Nothing in this Agreement, nor participation as a Member in this Corporation, shall constitute a waiver of any immunity, defense or right, at law or in equity, including, without limitation, any immunities, defenses or rights under Section 11-46-1, et seq. of the Mississippi Code of 1972, as amended. Participation in the Corporation, as defined hereafter, shall not be construed as constituting the transaction of an insurance business in the State of Mississippi in any manner, including, but not limited to, the conducting of business as a reciprocal insurance company. The intent of the Members is to establish similar and/or substantially uniform risk coverage and to utilize the Corporation to achieve reduced premiums and reduced costs of administration by providing similar services to all the Members, in accordance with the Authorizing Statutes.

ARTICLE III MEMBERS

3.1 Admission. For admission to membership in the Corporation, each Member must satisfy the requirements of Article II of the Bylaws of the Corporation. In addition, in order to be a Member, each Member must also:

- (a) Satisfy the underwriting criteria as established by the Board of Directors on an annual basis;
- (b) Execute a Memorandum of Agreement, as amended from time to time, pursuant to which it agrees to be bound by the provisions of this Agreement, as amended.
- (c) Pay all dues and other amounts charged by the Corporation.
- (d) Comply with all other written requirements of the policy(ies) of insurance issued to and/or for the benefit of the Corporation and its Members.

3.2 Rights and Obligations. A Member shall possess the rights and obligations of membership in the Corporation and shall comply fully therewith. The obligations of the Members are set forth in the Bylaws and in this instrument and shall be as follows, provided, however, that the Board of Directors and/or Members may impose further obligations on the Members of the Corporation as it deems necessary from time to time:

(a) Each Member shall remit to the Corporation its allocated Fixed Cost Contribution, which includes the Loss Fund Contribution, applicable at the time such Member executes this Agreement and each year at the time for policy issuance and/or renewal as approved by the Board of Directors.

(b) Each Member hereby agrees to comply with the terms of any risk management program. By way of example and not limitation, the Members acknowledge that one-third (1/3rd) of the properties insured through the Corporation will undergo inspection and appraisal on an annual basis by an independent third party to be chosen by the Board of Directors. Each Member shall fully cooperate with said inspection and appraisal process.

(c) Each Member hereby agrees to comply with the Bylaws, as amended from time to time.

(d) Each Member hereby agrees to comply with the policies and procedures and rules and regulations, which from time to time may be adopted by the Board of Directors.

(e) Each Member hereby agrees to comply with the Coverage Terms.

(f) Each Member hereby agrees to comply with the provisions of this Agreement, as amended from time to time.

(g) Each Member hereby agrees to have its Designated Representative at each meeting of Members and hereby agrees that any action properly considered and approved by the necessary Members at a duly called and convened meeting of Members at which a Member does not have a Designated Representative shall be fully binding on said Member.

(h) Each Member hereby agrees that the minimum All Other Peril limit and CAT Loss limit will initially be determined by AIR or RMS Modeling and the Corporation will initially purchase no less than one hundred and fifty percent (150%) of the two-hundred and fifty (250) year loss limit. The Board of Directors shall have the right to adjust the modeling methodology.

(i) No less than three (3) Members of the Corporation to be chosen by the Board of Directors shall attend underwriting meetings with the Administrator.

3.3 Termination of Membership. A Member may resign in accordance with Section 2.5 of the Bylaws. In addition, a Member may be expelled and/or suspended from the Corporation in accordance with Section 2.5 of the Bylaws, and otherwise as prescribed by law. The Board of Directors may select date(s) when Members can terminate its membership interest and may require at least one hundred and twenty (120) days written notice to be given and shall also require the terminating Member to comply with the applicable notices set forth in the Coverage Terms and any rules and regulations adopted by the Board of Directors. Termination of Membership shall not alter or amend the requirement of the Member to pay any dues, assessments, premiums or fees to the Corporation for coverages already placed, and the terminating Member shall not be entitled to a refund of any dues, assessments, premiums or fees paid to the Corporation.

ARTICLE IV CONTRIBUTIONS

4.1 Fixed Cost Contributions. The Fixed Cost Contribution, which includes the Loss Fund Contribution, of each Member shall be determined at the time of entry into the Corporation and prior to the Effective Date of each subsequent year. The same shall be determined in accordance with this Agreement.

4.2 Assessments on Contributions Not Made Timely. If any dues, assessments, premiums, fees or other payments are not paid by a Member in full within ten (10) days after the due date, the Member failing to pay the same shall be subject to expulsion and/or suspension as described in Section 2.5 of the Bylaws. The Corporation shall have no obligation or liability to advance any funds on behalf of any defaulting Member and such Member's rights and benefits associated with any applicable insurance coverages may be immediately terminated due to failure to timely pay the Fixed Cost Contribution.

In addition to all other rights which the Corporation shall have against said Member, a late fee will be applied to all amounts not timely paid by each Member, as follows:

- Payment received 11- 30 Days after the due date: 1% late fee
- Payment received 31- 60 Days after the due date: 2% late fee
- Payment received 61- 90 Days after the due date: 3% late fee

After ninety (90) days any amount due to the Corporation shall also accrue interest at the rate of Eight Percent (8%) per annum until paid in full. The interest shall be in addition to the 3% late fee assessed for the initial 90-day non-payment period.

Each Member agrees that the Corporation may seek any remedy available to it under the Bylaws, this Agreement, and/or under applicable law against a Member who fails to make its required payments and/or contributions, which remedies shall include but are not limited to commencing litigation against the Member to collect said amounts.

ARTICLE V DISTRIBUTIONS UPON DISSOLUTION

5.1 Liquidating Distributions. The Corporation may terminate and wind up the business and affairs of the Corporation as described in the Bylaws and/or otherwise in accordance with applicable law, in which event dissolution shall be in accordance with Article X of the Bylaws.

In such event the Corporation shall make arrangements for the payment of or provision for payment of all liabilities, obligations, including adequate reserves for claims and claims expenses, and expenses of the Corporation. A final accounting and settlement of the obligations of the Corporation shall occur under the direction of the Board of Directors.

Notwithstanding the foregoing any dissolution shall be in accordance with the

Corporation's proposed and/or existing exemption(s) from state and federal income taxation. Any reasonable determination by the Board of Directors and approved by the certified public accountant servicing the Corporation shall be conclusive and binding upon the Members regarding such dissolution.

ARTICLE VI BYLAWS

Provisions for the governing and management of the Corporation including, without limitation, the respective functions, rights and obligations of the Members, the Board of Directors and the officers of the Corporation, shall be set forth in the Bylaws. In the event of a conflict between these policies and procedures and the Bylaws, the Bylaws shall prevail.

ARTICLE VII ACCOUNTS, AUDITS, AND ACTUARIAL REVIEW

7.1 Accounts and Audit. True and complete accounts shall be kept of all transactions and of all assets and liabilities of the Corporation and financial statements shall be prepared in accordance with the accrual method applied on a consistent basis, or such other method as may be recommended by the Corporation's Certified Public Accountant ("CPA") and approved by the Board of Directors. . The Corporation's CPA shall be selected by the Board of Directors.

7.2 Actuarial Review. An actuarial review shall be prepared annually prior to the Effective Date and shall be requested by the Administrator. The Actuary selected by the Administrator will determine and recommend loss limit allocations and premium allocations for all Members of the Corporation on an annual basis. The recommendation of the Actuary will be reviewed by the Administrator and the Administrator will present the same to the Board of Directors for their review, comments and/or approval. The Administrator shall request the Actuary appear before the Board of Directors to answer questions regarding its recommendations.

7.3 Interpretation. This Agreement shall be interpreted and governed in all respects by, and in accordance with, the provisions of Mississippi Law.

ARTICLE VIII DURATION

This Agreement shall continue in effect until it is terminated by the mutual consent of at least eighty percent (80%) of the Members of the Corporation; provided however, that this Article shall not be construed to preclude the termination or winding up of the Corporation, or the amendment of this Agreement.

ARTICLE IX AMENDMENT

This Agreement may be amended only upon the affirmative vote or written consent of at least eighty percent (80%) of the vote cast by Members at a meeting of Members. All rights and obligations of the Members are subject to the reservations of the right to amend this Agreement.

ARTICLE X STATUTES, RULES AND REGULATIONS

The Corporation and Members shall at all times act in accordance with the provisions of all statutes, rules and regulations of the State of Mississippi.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Disclaimer. Nothing in this Agreement shall be construed in such a way as to characterize the Corporation as an insurance company of any type under Mississippi State law. Each Member acknowledges and agrees that any and all claims associated with an insured loss shall be directed to the applicable insurance company(ies) providing such coverage and any applicable insurance agent associated therewith and shall not be made in any manner, directly or indirectly, by subrogation or otherwise, against the Corporation, the Board or the Administrator acting in its capacity as such hereunder. Each Member shall be solely responsible for reviewing and approving all loss limits and the scope of coverage associated with such Member's insured assets.

11.2 Ratification. Payment in any year of any amount of dues, assessments, premiums, fees or other monies to the Corporation including, but not limited to Fixed Cost Contributions, which includes the Loss Fund Contribution, due by a Member for such year shall be construed as the ratification of said Member to be bound by this Agreement.

11.3 Prohibition Against Assignment. No Member may assign any right, claim or interest it may have under this Agreement or any Coverage Terms, and no creditor, assignee or third-party beneficiary of any Member shall have any right, claim or title to any part, share, interest, funds or assets of the Corporation, except as it specifically may be agreed to by the Corporation in writing.

11.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the statutes, rules and regulations of the State of Mississippi.

11.5 Severability. If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each term or provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

11.6 Section Headings. The section headings in this Agreement are for convenience only

and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

11.7 Counterparts. This Agreement, and any amendments thereto, may be executed in any number of separate counterparts, or by a separate Memorandum of Agreement, which, taken together, shall constitute a single instrument.

11.8 Electronic Signatures. In order to expedite execution of this Agreement and any amendments hereto, electronically transmitted signatures may be used in place of original signatures on this Agreement. All parties hereto intend to be bound by the signatures on the electronic transmission, are aware that other parties will rely on such signatures, and hereby waive any and all defenses to the enforcement of the terms of this Agreement based on the form of signature.

11.9 Review by Independent Counsel. Each Member acknowledges that it has had these policies and procedures reviewed by independent legal counsel and each Member has had the opportunity to provide requested changes and comments to the same. As such this Agreement shall be deemed to have been jointly drafted by all Members of the Association. No legal advice has been provided to the Members by the person and/or entity who served as the formal scrivener and/or preparer thereof.

IN WITNESS THEREOF, each Member has caused this Agreement to be executed by its duly authorized officer or agent.

SIGNATURE PAGES TO FOLLOW



Memorandum of Understanding of Limits and Premium
City of Biloxi & MGM Park

Policy Term: 05/01/2026 to 05/01/2027

Total Insurable Values: \$197,898,794.00

- Building: \$177,197,924.00
- Contents: \$10,109,661.00
- Business Income: N/A
- Other (Outdoor Property, etc.): \$10,591,209.00

Limits—

- AOP: \$197,898,794.00
- CAT: \$50,000,000

Deductibles—

- AOP: \$25,000 per occurrence
- Named Storm: 3% per unit within Tier I Counties, subject to a minimum of \$100,000 per occurrence
- Equipment Breakdown: Property Damage - \$25,000 / Business Interruption - 24 hours

Premium for proposed policy period: \$2,468,355.76

Premium for expiring policy period: \$2,795,335.00

By signing below, the City of Biloxi acknowledges and confirms our understanding of the stated policy limits attributable to said entity (for both AOP and CAT losses), the total insured value ("TIV") attributed to said entity, and the corresponding premium for said entity as outlined above.

The undersigned, City of Biloxi, acknowledges that the total coverages which are afforded to Coast Gov Pro including other members of Coast Gov Pro under the same policy(ies) are not available to City of Biloxi in the event of any casualty and/or loss, and the undersigned acknowledges that any claim(s) of City of Biloxi shall be limited as described hereinabove, in addition to other limitations and/or exclusions which may exist in the policy(ies) to be issued.

This acknowledgment affirms that the City of Biloxi has reviewed and accepted these terms and conditions as accurate and representative of the agreed-upon coverages.

Name (Print)

Signature

Date



Wind Deductible Buyback

City of Biloxi & MGM Park

Policy Term: 05/01/2026 to 05/01/2027

Renewal

Deductible After Buydown: 3% to \$2,500,000 per Occurrence

Renewal TIV: \$197,898,794.00

Est. Total (incl Fees/Taxes): \$220,000.00

Expiring - Rejected

Accept

Reject

Name (Print)

Signature

Date



Cyber

City of Biloxi

Program Overview

Category	Option 1	Option 2	Option 3
Limit of Liability	\$1,000,000	\$3,000,000	\$5,000,000
Carrier / Platform	Coalition (Arch Specialty lead)	Coalition (Arch Specialty lead)	Coalition (Arch Specialty lead)
Policy Term	05/01/2026 – 05/01/2027	05/01/2026 – 05/01/2027	05/01/2026 – 05/01/2027
Retention	\$50,000	\$50,000	\$50,000
Retroactive Date	Full Prior Acts	Full Prior Acts	Full Prior Acts
Base Premium	\$25,439.00	\$45,276.00	\$54,863.00
Estimated Taxes & Fees	\$1,844.33	\$3,282.76	\$3,977.57
Total Annual Cost	\$27,283.33	\$48,558.51	\$58,840.57

First-Party & Breach Response Coverage

Coverage	\$1M Option	\$3M Option	\$5M Option
Breach Response Costs	\$1,000,000	\$3,000,000	\$5,000,000
Ransomware / Cyber Extortion	\$1,000,000	\$3,000,000	\$5,000,000
Data Recovery & System Restoration	\$1,000,000	\$3,000,000	\$5,000,000
Reputational Harm	\$1,000,000	\$3,000,000	\$5,000,000
Proof of Loss Preparation	\$250,000	\$250,000	\$250,000
Rapid Response Services	Included (no retention)	Included (no retention)	Included (no retention)

Business Interruption Coverage

Item	\$1M	\$3M	\$5M
Waiting Period	8 hours (1-hour buyback available)	Same	Same
Security Failure BI	\$1,000,000	\$3,000,000	\$5,000,000
Systems Failure BI	\$1,000,000	\$3,000,000	\$5,000,000
Contingent BI (IT & Non-IT Vendors)	\$1,000,000	\$3,000,000	\$5,000,000
Voluntary Shutdown	Included	Included	Included



Cyber Crime & Financial Fraud

Coverage	\$1M	\$3M	\$5M
<i>Funds Transfer Fraud / Social Engineering</i>	\$250,000	\$250,000	\$250,000
<i>Reduced FTF Retention</i>	\$25,000	\$25,000	\$25,000
<i>Invoice Manipulation</i>	\$250,000	\$250,000	\$250,000
<i>Impersonation Repair</i>	\$250,000	\$250,000	\$250,000
<i>Cryptojacking / Service Fraud</i>	\$250,000	\$250,000	\$250,000

Third-Party Liability

Coverage	\$1M	\$3M	\$5M
<i>Network Security & Privacy Liability</i>	\$1,000,000	\$3,000,000	\$5,000,000
<i>Regulatory Defense & Penalties</i>	\$1,000,000	\$3,000,000	\$5,000,000
<i>PCI Fines & Assessments</i>	\$1,000,000	\$3,000,000	\$5,000,000
<i>Media Liability</i>	\$1,000,000	\$3,000,000	\$5,000,000

Coverage Highlights

All options under consideration provide:

- Data breach response expenses, including legal, forensic, notification, credit monitoring, and public relations costs
- Cyber extortion and ransomware coverage, with access to experienced negotiation and incident response teams
- Network security and privacy liability for third-party claims
- Regulatory investigation defense and fines, where insurable by law
- Business interruption and extra expense resulting from covered system failures
- Cyber crime coverage, including funds transfer fraud and social engineering

Option Summary

- **\$1M Limit Option**—Provides baseline cyber protection and incident response support at the lowest overall cost.
- **\$3M Limit Option**—Offers a balanced approach, significantly enhancing financial protection for ransomware, business interruption, and third-party liability while remaining cost-efficient.
- **\$5M Limit Option**—Provides the highest level of protection, best suited for catastrophic cyber events involving prolonged system outages or large-scale ransomware attacks.

Carrier & Claims Support

Coverage is provided through Coalition, supported by AM Best A-rated carriers including Arch Specialty Insurance Company. In addition to insurance coverage, the program includes:

- 24/7 breach response services
- Pre-approved legal, forensic, and negotiation vendors
- Proactive cyber risk monitoring and vulnerability alerts
- Dedicated cyber claims professionals experienced with public sector risks



Equipment Breakdown Coverage Comparison

This is an outline of coverage. It does not include all the terms, coverages, exclusions, limitations, conditions of the actual contract language. Copies of policies and endorsements themselves are available for review, must be read for details and should be referred to for actual coverage and conditions.

Coverage Extensions & Limitations	2025/2026	2026/2027
Total Limit per Breakdown	\$100,000,000	\$250,000,000
Property Damage	Included	Included
Off Premises Property Damage	Included	Included
Business Income Coverage Extension (BI)	Included	Included
BI "Period of Restoration" Extension	365 days	365 days
Business Income Coinsurance	Waived	Waived
Extra Expense Coverage Extension (EE)	Included	Included
EE "Period of Restoration" Extension	365 days	365 days
Spoilage Damage Coverage Extension-including Utility Interruption Spoilage (SD)	\$1,000,000	\$10,000,000
Interruption of Service Waiting Period	24 hours	24 hours
Service Interruption	\$1,000,000	\$10,000,000
Civil Authority Coverage Extension (BI/EE): Provides coverage for BI/EE if action by a civil authority prohibits access to your premises caused by covered loss at location other than yours.	Covered - 30 days	Covered - 30 days
Contingent Business Income or Dependent Property	\$1,000,000	\$2,000,000
Brands and Labels	Included	Included
Data Restoration	\$1,000,000	\$10,000,000
Errors and Omissions	\$1,000,000	Included
Expediting Expense Coverage Extension	\$1,000,000	\$10,000,000
Newly Acquired Locations Coverage Extension	Included	Included
Fungus/ Mold	\$100,000	\$100,000
Ordinance or law (Including Demolition and Increased Cost of Construction) Coverage Extension	\$1,000,000	\$5,000,000
Refrigerant Contamination Limitation Includes all refrigerants including Ammonia	\$1,000,000	\$10,000,000
Hazardous Substance Limitation	\$1,000,000	\$10,000,000
Water Damage Limitation	\$1,000,000	\$1,000,000
Joint Loss Agreement	Included	Included
Green Coverage Enhancements	\$1,000,000	\$1,000,000
Claims Data Expense	Covered	Covered
Unnamed Locations	Not Included	Not Included
Locations Covered	Per Submitted Statement of Values	Per Submitted Statement of Values
Deductible	PD = \$25k / Hospitals = \$100k / BI = 1xADV	PD - \$25,000 / BI - 24 hours
Admitted Status	Admitted	Admitted

City of Biloxi & MGM Stadium
26/27 Statement of Values (SOV)



Entity Name	Location No.	Bldg No.	Location Name	Street Address	Street Address 2	City	State	Zip	County	Original Year Built	# of Stories	Square Footage	Building Value	Personal Property Value	Other Value (outdoor prop must be sch'd)	Business Income	Total TIV	Occupancy
City of Biloxi	1	1	Gruich Community Center	591 Howard Ave		Biloxi	MS	39530	Harrison	1975	2	23,434	\$3,368,215.00	\$78,811.00			\$3,447,026.00	Community Ctr
City of Biloxi	2	1	Jacquet Fire Station #2	274 Howard Ave		Biloxi	MS	39530	Harrison	2005	1	6,823	\$2,100,942.00	\$35,000.00			\$2,135,942.00	Fire Station
City of Biloxi	3	1	City Hall	140 Lamouise St		Biloxi	MS	39530	Harrison	1906	3	15,765	\$4,086,121.00	\$80,065.00			\$4,166,186.00	City Hall
City of Biloxi	4	1	Community Dev Department	676 Martin Luther King Blvd		Biloxi	MS	39530	Harrison	1989	1	13,686	\$2,737,200.00	\$121,726.00			\$2,858,926.00	Planning & Code Enforcement offices
City of Biloxi	6	1	Saenger Theater	170 Reynoir St		Biloxi	MS	39530	Harrison	1929	2	14,289	\$4,940,393.00	\$44,210.00			\$4,984,603.00	Live Stage Theater
City of Biloxi	7	1	Bond House	932 Howard Ave		Biloxi	MS	39530	Harrison	1904	2	2,903	\$434,015.00	\$8,252.00			\$442,267.00	Low Rise Office
City of Biloxi	8	1	Mardi Gras Warehouse	591 Esters Blvd		Biloxi	MS	39530	Harrison	2008	1	25,000	\$901,263.00				\$901,263.00	Warehouse
City of Biloxi	9	1	Back Bay Fire Station #3	784 Elder St		Biloxi	MS	39530	Harrison	1996	1	4,524	\$1,904,088.00	\$68,000.00			\$1,972,088.00	Fire Station
City of Biloxi	10	1	Point Cadet Harbormaster	119 Beach Blvd		Biloxi	MS	39530	Harrison	2011	3	3,300	\$1,165,244.00	\$10,000.00			\$1,175,244.00	Point Cadet Harbormaster Office & Storage
City of Biloxi	11	1	Natatorium	1384 Father Ryan		Biloxi	MS	39530	Harrison	1988	1	23,199	\$5,241,362.00	\$282,808.00			\$5,524,260.00	Natatorium
City of Biloxi	12	1	Lighthouse	1050 Beach Blvd		Biloxi	MS	39530	Harrison	1948	1	400	\$367,832.00				\$367,832.00	Lighthouse YOC 1848 (Historical registry)
City of Biloxi	13	1	Fire Museum	1046 W Howard Ave		Biloxi	MS	39530	Harrison	1968	1	2,386	\$340,272.00	\$7,395.00			\$347,667.00	Museum
City of Biloxi	14	1	Public Safety (previously auto repair center)	1045 Howard Ave		Biloxi	MS	39530	Harrison	2000	1	4,400	\$158,608.00	\$60,000.00			\$218,608.00	Storage/Public Safety Employees Gym
City of Biloxi	15	1	Public Safety	170 Porter Ave		Biloxi	MS	39530	Harrison	2000	3	76,959	\$21,734,232.00	\$3,550,547.00			\$25,284,779.00	Police Department HQ and Central Fire Station
City of Biloxi	16	1	Water Works Plant	1352 Father Ryan Ave		Biloxi	MS	39530	Harrison	1988	1	6,808	\$518,863.00	\$73,195.00			\$592,058.00	Light Warehouse
City of Biloxi	17	1	Lee Chin Fire Station #4 & EOC	168 Veterans Ave		Biloxi	MS	39531	Harrison	1964	1	6,034	\$2,539,626.00	\$32,928.00			\$2,572,554.00	Fire Station / emergency Operatins Ctr
City of Biloxi	19	1	W. Biloxi Library	2047 Pass Rd		Biloxi	MS	39531	Harrison	1926	1	10,967	\$1,319,462.00				\$1,319,462.00	Public Library
City of Biloxi	20	1	Bayvista Fire Station #5	2499 Pass Rd		Biloxi	MS	39531	Harrison	1967	1	3,744	\$1,575,787.00	\$28,698.00			\$1,604,695.00	Fire Station

***Available in electronic form upon request.

City of Biloxi & MGM Stadium
26/27 Statement of Values (SOV)



City of Biloxi	21	1	Donald M Snyder	2520 Pass Rd	Biloxi	MS	39531	Harrison	2001	1	30,721	\$6,940,811.00	\$252,615.00			\$7,193,426.00	Community / Recreation Center
City of Biloxi	22	1	Popps Ferry Fire Station #6 / Margaret Sherry Library	2141 Popps Ferry Rd	Biloxi	MS	39532	Harrison	1983	1	16,440	\$6,919,364.00	\$160,110.00			\$7,079,474.00	20% fire station/80% Library
City of Biloxi	23	1	Communications Center	1654 Popps Ferry Rd	Biloxi	MS	39532	Harrison	2000	1	4,048	\$644,233.00	\$473,650.00			\$1,117,883.00	Communications Center
City of Biloxi	24	2	Vehicle Maintenance	1654 Popps Ferry Rd	Biloxi	MS	39532	Harrison	2008	1	10,000	\$820,404.00	\$292,703.00			\$1,113,107.00	Auto Repair Service Ctr
City of Biloxi	25	1	Woolmarket Fire Station #8	8479 Woolmarket Rd	Biloxi	MS	39532	Harrison	1985	1	3,600	\$0.00	\$19,573.00			\$19,573.00	Fire Station
City of Biloxi	26	1	Barthes-Sentell Fire Station #9	9370 W Oaklawn Rd	Biloxi	MS	39532	Harrison	2005	1	6,823	\$2,871,704.00	\$9,273.00			\$2,880,977.00	Fire Station
City of Biloxi	9	1	Biloxi Sports Complex/A.J.Holloway Sports Complex	765 Wells Dr	Biloxi	MS	39530		2003		3,500		\$408,423.00			\$408,423.00	Sport Complex
City of Biloxi	9	2	Tennis Office & Restrooms	765 Wells Dr	Biloxi	MS	39530		2008		3,080	\$312,775.00	\$50,000.00			\$362,775.00	Office, Restroom & Concessions
City of Biloxi	9	3	Soccer Concession & Restrooms	765 Wells Dr	Biloxi	MS	39530		2000		1,772	\$232,235.00	\$50,000.00			\$282,235.00	Restroom & Concessions
City of Biloxi	9	4	Baseball Concession & Restrooms	765 Wells Dr	Biloxi	MS	39530		2008		2,492	\$386,169.00	\$50,000.00			\$436,169.00	Restroom & Concessions
City of Biloxi	9	5	Parks & Rec Office at Sports Complex	765 Wells Dr	Biloxi	MS	39530		2008		6,065	\$468,828.00	\$150,000.00			\$618,828.00	Maintenance Office Building
City of Biloxi	9	6	Softball Concession & Restrooms	765 Wells Dr	Biloxi	MS	39530		2008		2,492	\$386,169.00	\$50,000.00			\$436,169.00	Restroom & Concessions
City of Biloxi	10	1	Old Brick House	622 Bayview Ave	Biloxi	MS	39530	Harrison	1850	2	2,250	\$564,826.00				\$564,826.00	Museum (Historical registry)
City of Biloxi	11	1	Port Commission Adm	603 Beach Blvd	Biloxi	MS	39530	Harrison	2009	3	8,400	\$1,101,783.00	\$100,000.00			\$1,201,783.00	Port Commission Adm
City of Biloxi	12	1	Harbormaster Tower	679 Beach Blvd	Biloxi	MS	39530	Harrison	2009	2	480	\$129,458.00				\$129,458.00	Harbormaster tower
City of Biloxi	13	1	Old Armory (Parks & Rec Offices)	377 Hiller Dr	Biloxi	MS	39531	Harrison	1954	1	12,640	\$1,218,667.00	\$0.00			\$1,218,667.00	Parks & Recreation administrative offices
City of Biloxi	14	1	Old Library	124 Lameuse St	Biloxi	MS	39530	Harrison	1925	2	4,450	\$1,005,391.00				\$1,005,391.00	Old Library
City of Biloxi	15	1	Biloxi Library	580 Howard Ave	Biloxi	MS	39530	Harrison	2011	1	22,000	\$5,648,263.00				\$5,648,263.00	Library
City of Biloxi	16	1	Civic Center	570 Howard Ave	Biloxi	MS	39530	Harrison	2011	2	74,100	\$12,087,282.00	\$202,589.00			\$12,289,871.00	Civic Center
City of Biloxi	17	1	Visitor Ctr	1050 Beach Blvd	Biloxi	MS	39530	Harrison	2011	2	22,062	\$7,625,154.00	\$180,000.00			\$7,805,154.00	Lighthouse & Visitor Center
City of Biloxi	18	1	New Bay Vista Water Tank	2401 Pass Rd	Biloxi	MS	39531	Harrison	1973	1	-	\$ -		\$500,000.00		\$500,000.00	elevated water storage 1mil gall
City of Biloxi	19	1	N Biloxi Water Tank	2145 Popps Ferry	Biloxi	MS	39532	Harrison	1986	1	-	\$ -		\$500,000.00		\$500,000.00	elevated water storage 1mil gall

***Available in electronic form upon request.

City of Biloxi	20	1	Kuhn Street Water Tank	199 Kuhn St		Biloxi	MS	39530	Harrison	1973	1	-	\$ -		\$500,000.00		\$500,000.00	elevated water storage 1mil gall
City of Biloxi	21	1	Ohr O'Keefe	386 Beach Blvd		Biloxi	MS	39530	Harrison	2004	4	11,249	\$7,003,846.00			\$7,003,846.00		Center for ceramics (museum)
City of Biloxi	21	2	Ohr O'Keefe Northeast pod	386 Beach Blvd	NE Pod	Biloxi	MS	39530	Harrison	2014	1	400	\$540,717.00			\$540,717.00		Northeast pod
City of Biloxi	21	3	Ohr O'Keefe Southeast pod	386 Beach Blvd	SE Pod	Biloxi	MS	39530	Harrison	2014	1	400	\$540,717.00			\$540,717.00		Southeast pod
City of Biloxi	21	4	Ohr O'Keefe Southwest pod	386 Beach Blvd	SW Pod	Biloxi	MS	39530	Harrison	2014	1	400	\$540,717.00			\$540,717.00		Southwest pod
City of Biloxi	21	5	Ohr O'Keefe Northwest pod	386 Beach Blvd	NW Pod	Biloxi	MS	39530	Harrison	2014	1	400	\$540,717.00			\$540,717.00		Northwest pod
City of Biloxi	21	6	Ohr O'Keefe Welcome Center	386 Beach Blvd	A	Biloxi	MS	39530	Harrison	2010	3	8,070	\$6,981,252.00			\$6,981,252.00		Museum Welcome
City of Biloxi	21	7	Ohr O'Keefe Exhibition Center	386 Beach Blvd	B	Biloxi	MS	39530	Harrison	2010	1	1,552	\$1,649,293.00			\$1,649,293.00		Museum Exhibition Center
City of Biloxi	21	8	Ohr O'Keefe African American Exhibit	386 Beach Blvd	C	Biloxi	MS	39530	Harrison	2010	1	1,700	\$4,202,307.00			\$4,202,307.00		African American Exhibit
City of Biloxi	21	9	Pleasant Reed Building	386 Beach Blvd		Biloxi	MS	39530	Harrison	2008	1	1,000	\$338,896.00			\$338,896.00		Pleasant Reed Building
City of Biloxi	21	10	Storage/Mechanical	388 Beach Blvd		Biloxi	MS	39530	Harrison	2010	1	600	\$169,448.00			\$169,448.00		Storage/Mechanical
City of Biloxi	22	1	Slay House	128 Rue Magnolia		Biloxi	MS	39530	Harrison	1900	1	1,320	\$147,803.00			\$147,803.00		Vacant
City of Biloxi	23	1	Public Works Offices	214 Delauney St	A	Biloxi	MS	39530	Harrison	2014	2	24,430	\$4,170,714.00	\$500,000.00		\$4,670,714.00		Offices
City of Biloxi	23	2	Biloxi Public Works Warehouse	214 Delauney St	B	Biloxi	MS	39530	Harrison	2013	1	15,381	\$1,491,141.00	\$500,000.00		\$1,991,141.00		Warehouse
City of Biloxi	24	1	Maritime Seafood Museum	115 1st Street		Biloxi	MS	39530	Harrison	2014	3	19,580	\$8,999,338.00			\$8,999,338.00		Seafood Museum
City of Biloxi	25	1	Bait and Fuel at Small Craft Harbor	651 Beach Blvd		Biloxi	MS	39530	Harrison	2014	2	5,058	\$1,310,397.00			\$1,310,397.00		bait & fuel
City of Biloxi	26	1	LHFD / SCFD Sherman Canaan Harbor Master Facility	586 Bayview Drive		Biloxi	MS	39530	Harrison	2014	1	280	\$281,848.00			\$281,848.00		elevated harbormaster office
City of Biloxi	26	2	LHFD / SCFD Sherman Canaan Restrooms	586 Bayview Drive		Biloxi	MS	39530	Harrison	2014	1	777	\$623,961.00			\$623,961.00		LHFD Restrooms
City of Biloxi	27	1	Public Works Maintenance	215 Delauney St	A	Biloxi	MS	39530	Harrison	2015	2	12,465	\$1,525,031.00	\$500,000.00		\$2,025,031.00		Maintenance
City of Biloxi	28	1	Public Works Shop	215 Delauney St	B	Biloxi	MS	39530	Harrison	2015	1	5,448	\$751,644.00	\$500,000.00		\$1,251,644.00		Shop
City of Biloxi	29	1	Woolmarket City Center	13034 Kayleigh Cove		Biloxi	MS	39532	Harrison	2003	1	5,000	\$271,117.00			\$271,117.00		Woolmarket City Center
City of Biloxi	30	1	Poppa Farry Bait Shop	530 Causeway Dr		Biloxi	MS	39532	Harrison	2018	1	1,500	\$282,413.00			\$282,413.00		Bait Shop

***Available in electronic form upon request.

City of Biloxi & MGM Stadium
26/27 Statement of Values (SOV)



City of Biloxi	30	2	Popps Ferry Causeway Park Pavilion	530 Causeway Dr		Biloxi	MS	39532	Harrison	2018	1	1,600	\$ -		\$100,000.00		\$100,000.00	Pavilion
City of Biloxi	31	1	Small Craft Harbor Pedestrian Crosswalk	674 Beach Blvd	PW	Biloxi	MS	39530	Harrison	2019	2	3,840	\$ -		\$2,800,000.00		\$2,800,000.00	Pedestrian Overpass
City of Biloxi	32	1	Fire Station No.10	12007 Old Highway 67		Biloxi	MS	39532	Harrison	2019	1	6,710	\$2,824,145.00	\$500,000.00			\$3,324,145.00	Fire Station 10
City of Biloxi	33	1	Fire Station No. 7	1670 Popps Ferry Road		Biloxi	MS	39532	Harrison	2019	1	12,813	\$5,392,812.00	\$500,000.00			\$5,892,812.00	Fire Station 7
City of Biloxi	34	1	Water Billing Office	195 Reynoir St		Biloxi	MS	39530	Harrison	2001	1	3,436	\$338,896.00	\$30,000.00	\$0.00		\$368,896.00	Water Dept. Billing Office
City of Biloxi	35	1	Creole Cottage	132 Rue Magnolia		Biloxi	MS	39530	Harrison	1835	1	1,400	\$73,427.00	\$800.00			\$74,227.00	Creole Cottage (sublease to Lavish Salon)
City of Biloxi	36	1	Office & Warehouse Building	321 Division St		Biloxi	MS	39530	Harrison	1998	1	24,000	\$2,050,000.00	\$50,000.00			\$2,100,000.00	Office (8280sqft)/Warehouse (15,760sqft)
MGM Stadium	37	1	MGM Park	105 Calllavet St		Biloxi	MS	39350	Harrison	2015	1	44,484	\$13,212,711.00				\$13,212,711.00	Stadium Bowl & Seats
MGM Stadium	37	2	MGM Park	105 Calllavet St		Biloxi	MS	39350	Harrison	2015	1	Incl	\$865,715.00				\$865,715.00	12 Suites
MGM Stadium	37	3	MGM Park	105 Calllavet St		Biloxi	MS	39350	Harrison	2015					\$370,000.00		\$370,000.00	Lights
MGM Stadium	37	4	MGM Park	105 Calllavet St		Biloxi	MS	39530	Harrison	2022					\$421,209.00		\$421,209.00	TV Screen/Scoreboard
MGM Stadium	37	5	MGM Park	105 Calllavet St		Biloxi	MS	39530	Harrison	2015					\$100,000.00		\$100,000.00	Decorative Fencing
MGM Stadium	37	6	MGM Park	105 Calllavet St		Biloxi	MS	39530	Harrison	2015					\$400,000.00		\$400,000.00	Containment System
MGM Stadium	37	7	MGM Park	106 Calllavet St		Biloxi	MS	39530	Harrison	2015		138,188	\$4,000,000.00				\$4,000,000.00	Parking Garage
City of Biloxi	38	1	PICKLEBALL RESTROOM	2130 POPPS FERRY ROAD		Biloxi	MS	39530	Harrison				\$150,000.00				\$150,000.00	Restroom
City of Biloxi	39	1	WOOLMARKET PW OFFICE	9378 WEST OAKLAWN ROAD		Biloxi	MS	39530	Harrison			1,300	\$150,000.00				\$150,000.00	Office Trailer (not movable)
City of Biloxi	39	2	WOOLMARKET PW MAINTENANCE	9378 WEST OAKLAWN ROAD		Biloxi	MS	39530	Harrison			1,350	\$100,000.00				\$100,000.00	Equipment Maintenance and Storage
City of Biloxi	40	1	Popps Ferry Rec Complex Restroom & Concession Stand Building	Across from MS Library at Popps Ferry & Riverview		Biloxi	MS	39530	Harrison				\$150,000.00				\$150,000.00	Restroom
City of Biloxi	41	1	Public Works Hiller Park Workshop	382 HILLER DRIVE		Biloxi	MS	39530	Harrison				\$350,000.00	\$100,000.00			\$450,000.00	MAINTENANCE BLDG METAL

***Available in electronic form upon request.



City of Biloxi	42	1	JOHN HENRY BECK PARK RESTROOMS	671 DIVISION ST		Biloxi	MS	39530	Harrison					\$100,000.00			\$100,000.00	RESTROOM
City of Biloxi	42	2	JOHN HENRY BECK PARK BUILDING	671 DIVISION ST		Biloxi	MS	39530	Harrison					\$175,000.00			\$175,000.00	OFFICE
City of Biloxi	43	1	OLD WATER BLDG	195 MAIN ST		Biloxi	MS	39530	Harrison					\$2,420.00			\$2,420.00	OFFICE
City of Biloxi	44	1	Hillier Park Softball Women's Restroom			Biloxi	MS	39530	Harrison					\$3,430.00			\$3,430.00	RESTROOM
City of Biloxi	45	1	Oaklawn Tank	9339 Oaklawn Road		Biloxi	MS	39530	Harrison	unknown				\$150,000.00			\$150,000.00	21,000 gallon elevated tank
City of Biloxi	46	1	N River Vue Tank	11186 N River Vue		Biloxi	MS	39530	Harrison	unknown				\$150,000.00			\$150,000.00	13,000 gallon elevated tank
City of Biloxi	47	1	Greater Ave Tank	1880 Greater Ave		Biloxi	MS	39530	Harrison	1973				\$500,000.00			\$500,000.00	1 million gallon ground tank
City of Biloxi	48	1	Crazy Horse Tank	1654 Poppo Ferry Rd		Biloxi	MS	39530	Harrison	2002				\$500,000.00			\$500,000.00	1 million gallon elevated tank
City of Biloxi	49	1	6th Street Tank	310 Maple Street		Biloxi	MS	39530	Harrison	2005				\$500,000.00			\$500,000.00	1 million gallon elevated tank
City of Biloxi	50	1	Porter Avenue Tank	1082 Irish Hill Drive		Biloxi	MS	39530	Harrison	1973				\$500,000.00			\$500,000.00	1 million gallon ground tank
City of Biloxi	51	1	Woolmarket Tank	9370 W Oaklawn Rd		Biloxi	MS	39530	Harrison	2004				\$500,000.00			\$500,000.00	1 million gallon elevated tank
City of Biloxi	52	1	Broadwater Tank	Greater Avenue		Biloxi	MS	39530	Harrison	2009				\$0.00			\$0.00	750,000 gallon elevated tank
City of Biloxi	53	1	Point Cadet Fuel Tanks and Pumps	119 Beach Blvd		Biloxi	MS	39530	Harrison					\$700,000.00			\$700,000.00	
City of Biloxi	54	1	Small Craft Harbor Fuel Tanks and Pumps	651 Beach Blvd		Biloxi	MS	39530	Harrison					\$700,000.00			\$700,000.00	
City of Biloxi	55	1	Public Works Vehicle Maintenance Fuel Tanks and Pumps	215 Delauney St		Biloxi	MS	39530	Harrison					\$700,000.00			\$700,000.00	
													\$177,197,924.00	\$10,109,661.00	\$10,691,269.00	\$0.00	\$197,898,794.00	

By signing below, the City of Biloxi acknowledges and confirms our understanding of the stated total insured value (TIV) as outlined above. This acknowledgment affirms that the City of Biloxi has reviewed and accepted these terms as accurate and representative of the agreed-upon coverage.

Name (Print) _____

Signature _____

Date _____

***Available in electronic form upon request.