

Minutes of January 19, 2016
Mayor and Board of Aldermen

The City Attorney update the Mayor and Board of Aldermen regarding the maintenance contract on the Marcie Drive Elevated Water Tank.

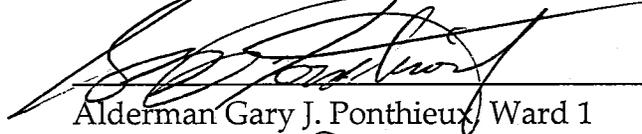
There were no public comments regarding general matters not appearing on the agenda.

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

APPROVED:



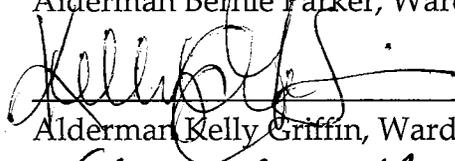
Alderman Leonard G. Carrubba, Sr., At-Large



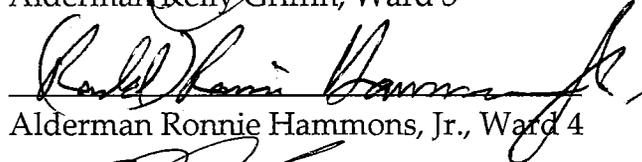
Alderman Gary J. Ponthieux, Ward 1



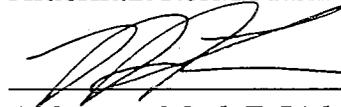
Alderman Bernie Parker, Ward 2



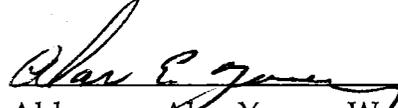
Alderman Kelly Griffin, Ward 3



Alderman Ronnie Hammons, Jr., Ward 4



Alderman Mark E. Lishen, Ward 5



Alderman Alan Young, Ward 6

2/2/16

Date

ATTEST:



Rebecca E. Schruft, City Clerk

**MUNICIPAL DOCKET
REGULAR MEETING OF FEBRUARY 2, 2016
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.**

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
 - 1. Judge Bradley Rath-Update on Community Service Program
- V. AMENDMENTS TO THE MUNICIPAL DOCKET
- VI. * PUBLIC COMMENTS-AGENDA ITEMS ONLY
- VII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. January 19, 2016-Public Hearing/Regular
 - 2. PLANNING COMMISSION
 - a. January 28, 2016-Public Hearing/Regular
 - 1) Schedule Public Hearing-Zone Change
 - 3. PORT COMMISSION
 - a. January 21, 2016-Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - a. 020216
- IX. UNFINISHED BUSINESS
 - 1. Appointment to Long Beach School Board of Trustees; Mar/2016-Mar/2021
 - 2. Appointment to Long Beach Tree Board; Present-July, 2017
 - 3. June O'Neal Cemetery Property
 - 4. William Leiteritz; Sea Oaks Drainage
- X. NEW BUSINESS
 - 1. Interlocal Agreement-Harrison County, 2016-2020
 - 2. Interlocal Agreement-Harrison County, Tax Assessment/Collection, 2016 2020
 - 3. Statewide Mutual Aid Compact (SMAC)
 - 4. Gulf Coast Bicycle Club-Request to Waive Rental Fees; Town Green
- XI. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. ENGINEER
 - a. Change Order #1-Water Main Improvements; N. Seashore Drive
 - 3. PERSONNEL
 - a. Harbor-(1) Step Increase
 - b. Fire Department-(1) Disciplinary Action
 - c. Police Department-(1) Resignation
 - 4. CITY CLERK
 - a. Maintenance Agreement-Water Department/City Clerk Printers
 - b. Surplus Property-Telephones
 - 5. DERELICT PROPERTIES-DISCUSSION/SCHEDULE PUBLIC HEARINGS
- XII. REPORT FROM CITY ATTORNEY
- XIII. * PUBLIC COMMENTS-MATTERS NOT APPEARING ON THE AGENDA
- XIV. ADJOURN (OR) RECESS

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Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in February, 2016, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kelly Griffin, Ronnie Hammons, Jr., Mark E. Lishen, Alan Young, City Clerk Rebecca E. Schruoff, and City Attorney James C. Simpson, Jr.

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

The meeting was called to order and the Mayor recognized Municipal Court Judge Bradley Rath who updated the Mayor and Board of Aldermen on the Community Service Program; no official action was required or taken at this time.

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There were no announcements, proclamations, amendments or public comments to the agenda.

Alderman Ponthieux made motion seconded by Alderman Young and unanimously carried to approve the public hearing and regular meeting minutes of the Mayor and Board of Aldermen dated January 19, 2016.

Alderman Young made motion seconded by Alderman Carrubba and unanimously carried to approve the public hearing and regular meeting minutes of the Long Beach Planning Commission dated January 28, 2016, with exception to action taken approving a Zone Change from R-1 Single Family to R-4 Residential Farm based upon an application submitted by Dennis Stieffel and Associates on behalf of Huong Henry Le.

Upon further discussion, Alderman Ponthieux made motion seconded by Alderman Griffin and unanimously carried to schedule a public hearing, Tuesday March 15, 2016, at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to consider the aforementioned Zone Change.

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Alderman Parker made motion seconded by Alderman Young and unanimously carried to approve the regular meeting minutes of the Long Beach Port Commission dated January 21, 2016, as submitted.

Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to approve payment of invoices as listed in Docket of Claims Number 020216.

There came on for consideration appointment to the Long Beach School District Board of Trustees taken under advisement at a regular meeting duly held and convened on December 1, 2015.

Due to a possible conflict of interest, Alderman Parker recused himself and was absent the meeting.

Upon discussion, Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to reappoint Sandi Sawyer Dulaney for term March, 2016 – March, 2021.

Alderman Parker returned to the public meeting.

Alderman Ponthieux made motion seconded by Alderman Griffin and unanimously carried to appoint Kim Lynch to the Long Beach Tree Board to fill the unexpired term of Robert Morrison, Present-July, 2017.

The June O'Neal Cemetery Property was taken under advisement for further consideration at the next regular meeting, February 16, 2016.

The Mayor recognized Mr. William Leiteritz to discuss Sea Oaks drainage issues. After considerable discussion, no official action was required or taken at this time.

Alderman Ponthieux made motion seconded by Alderman Griffin and unanimously carried to approve the Interlocal Agreement with Harrison County for the years 2016-2020, as follows:

**Minutes of February 2, 2016
Mayor and Board of Aldermen**

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
BY AND BETWEEN HARRISON COUNTY, MISSISSIPPI
AND THE CITY OF LONG BEACH FOR THE YEARS 2016-2020**

WHEREAS, the citizens of Harrison County, Mississippi, including its municipalities, have, from time to time, expressed a desire to share/combine governmental operations to insure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of Harrison County; and

WHEREAS, the City of Long Beach, by its Mayor and Board of Aldermen, (its "Governing Authority"), and the Board of Supervisors of Harrison County, Mississippi, desire to continue to work together toward sharing/combining governmental activities in the City of Long Beach in a cost effective manner which will result in substantial savings to the taxpayers of the City of Long Beach and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, the City of Long Beach, through its Governing Authority, and Harrison County, Mississippi, through its Board of Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by Miss. Code Ann. § 17-13-1, *et seq.* (1972), as amended; and

WHEREAS, the purpose of this Agreement is to provide that Harrison County will provide governmental services to the City of Long Beach during the term hereof and under the conditions as more specifically set forth herein this Agreement; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Harrison County, Mississippi, and the City of Long Beach shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of Harrison County and the City of Long Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LONG BEACH, by and through its Mayor and Board of Aldermen, (the "City"), and **HARRISON COUNTY, MISSISSIPPI**, by and through its Board of

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Supervisors, (the "County"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by Miss. Code Ann. § 17-13-1, *et seq.* (1972), as amended, and subject to the approval of the Attorney General of the State of Mississippi; said Agreement being as follows, to-wit:

SECTION I. Administration and Administrative Entity Provisions.

This Agreement will be administered in accordance with the terms and conditions set forth herein by the designated representative of the City of Long Beach, under the direction of its Governing Authority, and the County Administrator of Harrison County, Mississippi, under the direction of the Board of Supervisors of Harrison County, Mississippi. No separate legal or administrative agency will be created by this Agreement.

SECTION II. Purpose and Statutory Authorities.

(A) Roads, Bridges, Highways, Approaches and Related Drainage.

Under the provisions of Miss. Code Ann. § 21-37-3 (1972), as amended, and Miss. Code Ann. § 19-3-41 (1972), as amended, the City and the County have jurisdiction over roads, bridges, highways, approaches and related drainage, within their respective jurisdictions, and the City and the County, pursuant to the provisions of Miss. Code Ann. §§ 65-7-83 and 65-7-85 (1972), as amended, for the purposes of this Section II of this Agreement, agree to concurrent jurisdiction over roads, bridges, highways, approaches and drainage within the municipal boundary limits of the City for the specific purposes herein enumerated, to-wit:

(i) It is anticipated that the City will, from time to time, as the need and necessity arises, request the support of the County in the constructing, reconstructing and repairing of roads, bridges, highways, approaches and related drainage within the City's corporate limits.

(ii) It is anticipated that the City will from time to time, as the need and necessity arises, request the support of the County, and the County will from time to time, as the need arises, request

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the support of the City in the constructing, reconstructing and repairing of public parking facilities for public buildings or other facilities owned, maintained and in the custody and control of the County for public uses within the City's corporate limits.

(iii) Upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the City, the County, in its sole discretion, agrees to assist the City in the constructing, reconstructing and repairing of roads, bridges, highways, approaches and related drainage within the City's corporate limits; and the County, in its sole discretion, agrees to assist the City, and the City in its sole discretion, agrees to assist the County in the constructing, reconstructing and repairing of public parking facilities for public buildings or other facilities owned, maintained and in the custody and control of the County or City for public use within the City's corporate limits.

(B) Law Enforcement Services.

The City and the County recognize that under §135 of the Mississippi Constitution and Miss. Code Ann. § 19-25-1, *et seq.* (1972), as amended, the Sheriff of the County is the chief law enforcement officer of the County with criminal jurisdiction and civil process jurisdiction throughout the County, both in the incorporated and unincorporated areas of the County. The City and the County agree that by execution of this Agreement and upon the adoption of an appropriate Resolution duly spread upon the official minutes of the City, the County, in its sole discretion, agrees to provide assistance to the City in implementing its law enforcement program.

(C) Fire Protection.

The City and the County have independent fire protection services. Historically, the City and the County have cooperated in providing fire protection services both within the incorporated area of the City and the unincorporated area of the County. The City and the County agree that by execution of this Agreement and upon the adoption of an appropriate Resolution duly spread upon the official minutes of

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Mayor and Board of Aldermen**

the City, the County, in its sole discretion, agrees to provide assistance to the City in implementing its fire protection services as provided by Miss. Code Ann. §19-5-95 (1972), as amended.

(D) Parks and Recreation.

The City has located within its corporate limits parks and other recreations facilities which are utilized by its citizens as well as by those citizens living in the unincorporated areas of the County. The City and the County agree that by the execution of this Agreement and upon the adoption of an appropriate Resolution duly spread upon the official minutes of the City, the County, in its sole discretion, agrees to provide assistance to the City in the operation and maintenance of its parks and recreational facilities as provided by Miss. Code Ann. § 55-9-1, *et seq.* (1972), as amended.

SECTION III. Financing.

The parties may each finance the performance of their individual duties under this Agreement by any means lawfully available to them. Consequently, no financing, staffing, supplying or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this Agreement and no funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer needs to be identified.

SECTION IV. Joint Board Provisions.

The terms and provisions of this Agreement do not require the establishment of a joint board.

SECTION V. Real and Personal Property.

It is not the intent of this Agreement that title to any real or personal property be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by the City of Long Beach at the time of such termination or purchased by the City of Long Beach pursuant to this Agreement shall remain the property of the City of Long Beach. All real and personal property owned by Harrison County at the time of such termination or purchased by Harrison County pursuant to this

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Agreement shall remain the property of Harrison County. Any transfer of real property interests between the parties shall be by agreement separate and apart herefrom this Agreement.

SECTION VI. Acquisition of Property.

No additional real or personal property is to be acquired, held or disposed of in this joint cooperative undertaking. All real and personal property utilized by any party in implementing this Agreement shall remain the party's property upon partial or complete termination or amendment of this Agreement.

SECTION VII. Severability.

If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION VIII. Term of Agreement.

This Agreement shall become effective as of January 4, 2016, subject to approval by the Attorney General for the State of Mississippi and filing with the Mississippi Secretary of State and the Chancery Clerk of Harrison County, and shall terminate upon the expiration of the term of office for the Harrison County Board of Supervisors in January, 2020. It is anticipated that this Agreement may extend beyond the existing term of the Governing Authority for the City. It is understood and agreed by the parties that upon installation of a new Governing Authority, the City shall either accept or reject continuation of this Interlocal Governmental Cooperative Agreement by Resolution duly spread upon its minutes. This Agreement may be terminated by the mutual agreement of the parties upon thirty (30) days written notice to the Mayor of the City and the President of the Board of Supervisors. This Agreement may be renewed by the City and the County by Resolution of each entity spread upon their respective minutes. It is also agreed and understood that the City and the County shall notify each other, no later than thirty (30) days prior to the 1st day of January, 2020, that they intend to renew or

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reject the Agreement for another period of time to be agreed upon but not longer than each governing Board's term of office.

SECTION IX. Amendment.

This Agreement may be amended upon the written agreement of both parties provided such amendment is approved by the Attorney General of the State of Mississippi as provided by Miss. Code Ann. § 17-13-1 *et seq.* (1972), as amended.

SECTION X. Approval by Attorney General.

The City and the County direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval as provided by law. In the event of disapproval by the Attorney General of any section of the services listed herein, the authorities of the City and of the County will be required to adopt a newly drafted Agreement before said Agreement shall become effective.

The Clerk of the City and the Clerk of the Board of Supervisors shall spread this Agreement upon the minutes of the respective Governing Authority and shall, upon receipt of the approval or disapproval of the Attorney General, spread said approval or disapproval upon the minutes noting in the minute book where the Attorney General's approval or disapproval may be found. Said Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi and recorded in the offices of the Mississippi Secretary of State's Office and the Harrison County Chancery Clerk.

SECTION XI. Each Such Entity Shall Maintain Liability Insurance or other Funds Required by Mississippi Tort Claims Act.

The City and the County herein agree that it shall be the responsibility of each party to maintain its own general premises and liability insurance or other insurance/funds administered by the Mississippi Tort Claims Act which are the subject of this Interlocal Governmental Cooperative Agreement, including but not limited to: (i) law enforcement services; (ii) fire services (including code administration); (iii) parks and recreation services; (iv) construction, reconstruction and/or repair of

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roads, bridges, approaches, driveways, parking areas, walking tracks, other sports facilities and related drainage; or (v) other capital improvements with a limit of liability no less than \$500,000. Upon request, either party shall provide the requesting party proof of insurance coverage. If either party's coverage is not maintained or is cancelled, the other party may declare this Agreement null, void and of no further effect. Any party adjudged to be at fault for uninsured claims for which there is liability and no immunity shall be responsible for settlement of the claim or any judgment arising out of its respective fault or claim pertaining to any act under this Agreement. Each party shall provide for its respective costs of defense against said claim. Should the City's insurance carrier withdraw coverage or become insolvent, all claims, litigation costs, attorneys' fees, judgments or settlement amounts shall be paid by the City unless any agent or representative of Harrison County is adjudged at fault. The parties further agree that no provision in this Agreement waives or extends any person or entity's liability as set forth in Miss. Code Ann. § 11-46-1 *et seq.* (1972), as amended, (the "Mississippi Tort Claims Act").

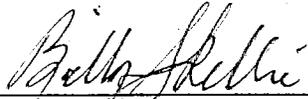
IN WITNESS WHEREOF, I as Mayor of the City of Long Beach, the officer duly authorized in the premises by Resolution of the Board of Aldermen of the City of Long Beach, attached hereto, do hereby set and subscribe my signature on behalf of the City of Long Beach to the foregoing Interlocal Governmental Cooperation Agreement between the City of Long Beach, Mississippi, and Harrison County, Mississippi.

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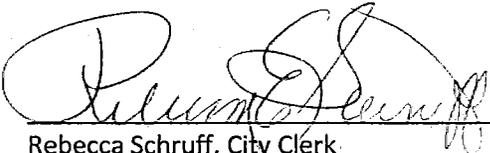
WITNESS MY SIGNATURE this the 2d day of February, 2016.

CITY OF LONG BEACH, MISSISSIPPI



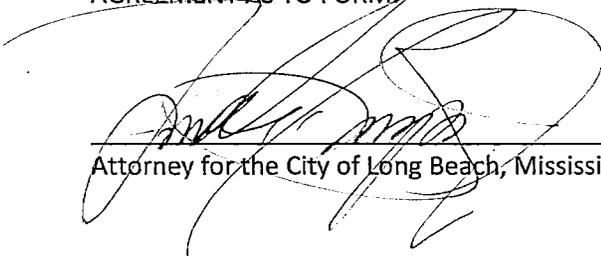
Billy Skellie, Mayor

ATTEST:



Rebecca Schruoff, City Clerk

I HAVE APPROVED THIS INTERLOCAL
GOVERNMENTAL COOPERATION
AGREEMENT AS TO FORM:



Attorney for the City of Long Beach, Mississippi

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WITNESS MY SIGNATURE this the _____ day of _____, 2016.

HARRISON COUNTY, MISSISSIPPI

President, Harrison County Board of Supervisors

ATTEST:

John McAdams, Clerk of the Board

I HAVE APPROVED THIS INTERLOCAL
GOVERNMENTAL COOPERATION
AGREEMENT AS TO FORM:

Tim C. Holleman, Attorney for the
Harrison County Board of Supervisors

Alderman Griffin made motion seconded by Alderman Ponthieux and unanimously carried to approve the Interlocal Agreement with Harrison County for Tax Assessments and Collections for the years 2016-2020, as follows:

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STATE OF MISSISSIPPI
COUNTY OF HARRISON

INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
BY AND BETWEEN HARRISON COUNTY, MISSISSIPPI AND
THE CITY OF LONG BEACH, MISSISSIPPI FOR
TAX ASSESSMENTS AND COLLECTIONS FOR THE YEARS 2016-2020

WHEREAS, the citizens of Harrison County, Mississippi, including its municipalities, have from time to time, expressed a desire to share and/or combine governmental operations to insure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of Harrison County; and

WHEREAS, the City of Long Beach, Mississippi, under the authority of Miss. Code Ann. § 21-33-1 et seq. (1972), as amended, and Harrison County, Mississippi, under the authority of Miss. Code Ann. § 27 (1972), as amended, previously entered into Interlocal Governmental Cooperation Agreements whereby the Harrison County Tax Assessor would perform tax assessments for the City; the Harrison County Tax Collector would perform tax collections for the City; and the Harrison County Chancery Clerk would conduct redemptions of city taxes, if necessary, for the City at minimum costs to the taxpayers of the City; and

WHEREAS, the City of Long Beach, through its Governing Authority, and Harrison County, Mississippi, through its Board of Supervisors, desire to enter into a new Interlocal Governmental Cooperation Agreement to continue said tax assessments and tax collections, etc., as provided by Miss. Code Ann. § 17-13-1 et seq. (1972), as amended; and

WHEREAS, the City of Long Beach by its Mayor and Board of Aldermen, (its "Governing Authority"), and the Board of Supervisors of Harrison County, Mississippi, desire to continue to work together toward sharing and/or combining governmental activities in the City of Long Beach in a cost effective manner, which will result in substantial savings to the taxpayers of the City of Long Beach and thereby a savings on the amount of taxes required to be paid by the citizens; and

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WHEREAS, there will be no separate legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Harrison County, Mississippi, and the City of Long Beach, Mississippi, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency in tax assessments and collections at minimum cost to the taxpayers of Harrison County and the City of Long Beach.

NOW, THEREFORE, BE IT RESOLVED by and between the City of Long Beach, Mississippi, by and through its Mayor and Board of Aldermen, (the "City"), and Harrison County, Mississippi, by and through its Board of Supervisors, (the "County"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by Miss. Code Ann. § 17-13-1 *et seq.* (1972), as amended, and subject to the approval of the Attorney General of the State of Mississippi; said Agreement being as follows, to-wit:

SECTION I. The duly elected Tax Collector of Harrison County shall assume the responsibility for the collection of all City and Long Beach School District, (the "School District"), ad valorem taxes within the City as well as School District taxes on real, personal and public service properties. The Tax Collector will collect County and City taxes at the same time and on the same receipt. Tax receipts and tax statements will show City, County and School taxes separately.

SECTION II. This Agreement will not supersede or replace any previous agreements between the City and County relating to the collection of taxes and the terms thereof.

SECTION III. The City agrees to allow the County Tax Collector to retain a fee of Three Dollars (\$3.00) for each receipt collected or sold at tax sale for services provided by the Harrison County Tax Collector and Harrison County Tax Assessor. The fee will be deducted from each monthly settlement of funds to the City. Fees collected by the County Tax Collector will be credited to the County's General County Fund. The Chancery Clerk will retain the cost of redemption of City Taxes.

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SECTION IV. Ad valorem taxes on real and personal property shall be collected as soon as reasonably practical after October 1 of each year to insure that operating funds are available prior to the tax delinquency date of February 1 of the subsequent calendar year. Any partial payment which the Tax Collector accepts will be divided proportionately between the parties.

SECTION V. All sums collected shall be delivered to the City on or before the 20th of the month following that in which said funds are collected. However, the County Tax Collector may make a cash advance to the City on the 20th of the collection month based on his estimate of prior collections. The Tax Collector will take necessary action to fully secure the investment of any City funds in his possession.

SECTION VI. The County Tax Collector shall collect all homestead exemptions, chargebacks, damages and interest authorized by law on City and School District taxes which shall be distributed within the same time limitations and in the same manner as described in the previous section.

SECTION VII. The County Tax Collector will conduct land tax sales for the City at the same time and place as land tax sales for the County are now held and the City will receive all interest, damages and other fees from such sales that the City may be entitled to in accordance with law. The City will be furnished a list of all land sold for taxes on its behalf or struck off to the City within thirty (30) days after said sale.

SECTION VIII. The Harrison County Chancery Clerk will be responsible for receiving and receipting tax redemption payments, notifying owners of the time for expiration of redemption and issuing deeds for such tax sales. The Chancery Clerk shall be reimbursed Ten Dollars (\$10.00) per parcel for the cost of researching land records for notifying owners and lienors of maturity dates. Said Ten Dollars (\$10.00) will be paid by the City wherein the property is located.

SECTION IX. The duly elected Tax Assessor of Harrison County shall provide assessment and assessment related services to the City on all property within the City. For additional compensation as

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may be agreed between the Tax Assessor and the Harrison County Board of Supervisors, the Tax Assessor may also provide said assessment and assessment related services to the School District. Assessment service shall include, but are not necessarily limited to, the following:

A. The County Tax Assessor shall provide to the City the assessment for taxation purposes of all property within the City and the School District as of the annual tax lien data regarding each class of property.

B. The County Tax Assessor shall keep records concerning City tax exemptions on industries, both real and personal.

C. The County Tax Assessor shall provide assessment figures to the City for all non-profit electric utilities located within the City or the School District.

D. The County Tax Assessor shall assist the City with figures and formulas necessary to calculate mill rates.

E. The County Tax Assessor shall take all City homestead applications.

F. The County Tax Assessor shall maintain maps on property within the corporate limits and the City School District as well as assign tax district numbers to each parcel for taxation purposes.

G. The County Tax Assessor shall provide access to updated tax maps on an annual basis. Copying costs for maps shall be billed by the Tax Assessor directly to the City for payment to the County. The City shall be responsible for all computer software and equipment required to be compatible for discs and tapes furnished by the County Tax Assessor's Office.

H. The County Tax Assessor shall make available to the City facts and figures concerning annexation values as well as make all necessary map changes including the assignment of new taxing district numbers. The County Tax Assessor will provide facts and figures to assist the City in any redistricting plan.

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I. The County Tax Assessor shall make available to the City all information helpful to the City in regard to existing and future City bond issues, tax increment financing and any other types of debt financing.

J. The County Tax Assessor shall provide at the earliest available date estimated property values for the City and School District in order to assist with budget preparation and other planning purposes.

K. The County Tax Assessor shall cooperate with the City in making any information available which will assist the City in all aspects of planning subject to the limitations of the computer capabilities, programs and other information available to the Tax Assessor.

SECTION X. The Chancery Clerk, the County Tax Assessor and the County Tax Collector shall provide assessment, assessment related services and tax redemption services to the City on all property within the City. For additional compensation as maybe agreed upon by and between the Chancery Clerk, the County Tax Assessor, the County Tax Collector and the Board of Supervisors, assessment, assessment related services and tax redemption services may be provided to properties within the School District.

SECTION XI. On or before December 1 of each calendar year, the County will furnish the City with actual values and anticipated tax collection revenues on all real and personal property within the City and School District.

SECTION XII. The County Tax Collector will make refunds of all taxes erroneously collected by his office and will make prompt adjustments to the monthly distribution reports accordingly. The City agrees to allow the County Tax Collector credit for the list of delinquent or insolvent taxpayers properly presented to it in the same manner as prescribed by Miss. Code Ann. § 27-49-1 *et seq.* (1972), as amended.

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SECTION XIII. The County will furnish the City with a supplemental homestead exemption roll containing homestead tax loss values on both regular and senior homestead properties for the City and School District so that homestead reimbursement can be applied for with the State. The County will supply this information on or before December 15 of each calendar year.

SECTION XIV. Any real and personal property acquired under the auspices of this Agreement shall be distributed to the party assuming the cost of such acquisition upon termination of this Agreement.

SECTION XV. The City or its authorized representative shall have the right to audit the County Tax Collector's records at any time as they may relate to this Agreement in any way.

SECTION XVI. The County agrees to provide the following reports:

A. Real Estate and Personal Property Rolls showing assessed values of all real estate and personal property inside the City in order to add property exempted by Harrison County and not exempted by the City, and to calculate expected revenue to be generated for the current year. These may be provided on computer tape.

B. A copy of the Regular Homestead Exemption Roll (inside the City and the School District) and a copy of the Senior and Disabled Citizen Additional Homestead Exemption Roll (inside the City and the School District).

C. A monthly listing of all collections by map number on real estate and receipt number on personal property, including, if applicable, interest collected.

D. A monthly report of all collections of real estate and personal property showing the total assessed value, total regular homestead value, total senior citizen homestead value, total taxes collected and total interest collected.

E. A copy of the tax sales of all properties inside the City on real estate ad valorem taxes.

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F. A yearly report on both real estate and personal property should be furnished shortly after September 30 of each fiscal year. Said report shall show: (1) assessed values; (2) homestead values (regular, senior and disabled citizens reflected separately); (3) taxes and interest (reflected separately); and (4) totals (accumulative by map on real estate and by letter of the alphabet on personal property).

G. A detailed listing of all unsold real estate and unpaid personal property should be furnished with accumulative totals printed by map on real estate and letter of the alphabet on personal property.

SECTION XVII. The City and the County direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval as provided by law. In the event of disapproval by the Attorney General of any section of the services listed herein, the Authorities of the City and of the County will be required to adopt a newly drafted Agreement before said Agreement shall become effective.

The Clerk of the City and the Clerk of the Board of Supervisors shall spread this Agreement upon the minutes of the respective Governing Authority and shall, upon receipt of the approval or disapproval of the Attorney General, spread said approval or disapproval upon the minutes noting in the minute book where the Attorney General's approval or disapproval may be found. Said Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi and recorded in the offices of the Mississippi Secretary of State's Office and the Harrison County Chancery Clerk.

SECTION XVIII. This Agreement shall become effective as of January 4, 2016, subject to approval by the Attorney General for the State of Mississippi and filing with the Mississippi Secretary of State and the Chancery Clerk of Harrison County, and shall terminate upon the expiration of the term of office for the Harrison County Board of Supervisors in January, 2020. It is anticipated that this Agreement may extend beyond the existing term of the Governing Authority for the City. It is

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understood and agreed by the parties that upon installation of a new Governing Authority, the City shall either accept or reject continuation of this Interlocal Governmental Cooperation Agreement by Resolution duly spread upon its minutes. This Agreement may be terminated by the mutual agreement of the parties upon thirty (30) days written notice to the Mayor of the City and the President of the Board of Supervisors. This Agreement may be renewed by the City and the County by Resolution of each entity spread upon their respective minutes. It is also agreed and understood that the City and the County shall notify each other, no later than thirty (30) days prior to the 1st day of January, 2020, that they intend to renew or reject the Agreement for another period of time to be agreed upon but not longer than each governing Board's term of office.

SECTION XIX. Amendment to this Agreement shall take place only by mutual written consent of the parties pursuant to Miss. Code Ann. § 17-13-9(e) (1972), as amended, and with Resolutions passed by each Governing Authority.

SECTION XX. The City and County recognize that the services provided herein to be rendered and engaged in jointly between the City and County require the approval and cooperation of the Harrison County Tax Collector, Harrison County Chancery Clerk and Harrison County Tax Assessor, and that they have been fully advised and have cooperated in the formulation of this Agreement and join herein as signature parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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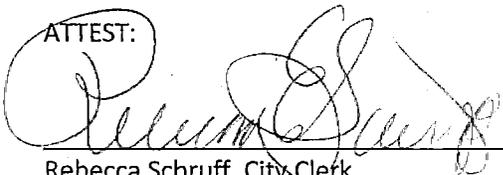
IN WITNESS WHEREOF, I as Mayor of the City of Long Beach, the officer duly authorized in the premises by Resolution of the Board of Aldermen of the City of Long Beach attached hereto, do hereby set and subscribe my signature on behalf of the City of Long Beach to the foregoing Interlocal Governmental Cooperation Agreement between Harrison County, Mississippi, and the City of Long Beach, Mississippi.

WITNESS MY SIGNATURE, this the 2nd day of February, 2016.

CITY OF LONG BEACH, MISSISSIPPI

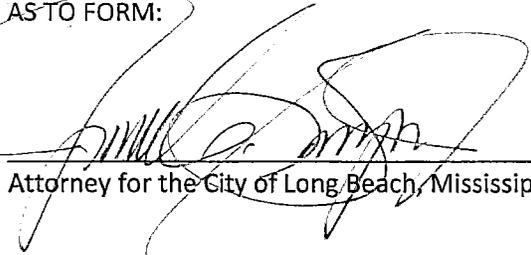


Billy Skellie, Mayor
City of Long Beach, Mississippi

ATTEST:


Rebecca Schruff, City Clerk

I HAVE APPROVED THIS
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
AS TO FORM:



Attorney for the City of Long Beach, Mississippi

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WITNESS MY SIGNATURE this the ____ day of _____, 2016.

HARRISON COUNTY, MISSISSIPPI

President, Harrison County Board of Supervisors

ATTEST:

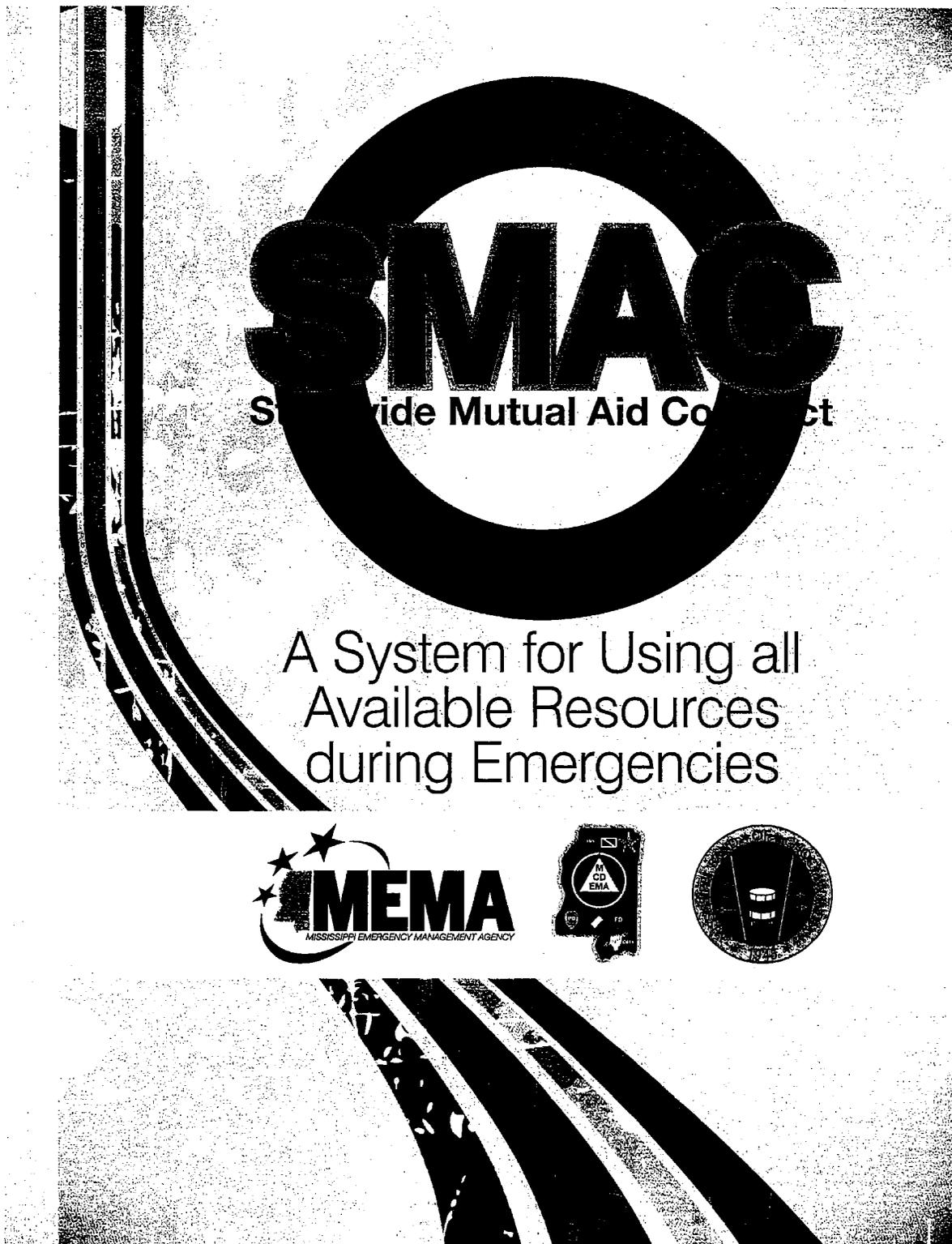
John McAdams, Clerk of the Board

I HAVE APPROVED THIS INTERLOCAL
GOVERNMENTAL COOPERATION
AGREEMENT AS TO FORM:

Tim C. Holleman, Attorney for the
Harrison County Board of Supervisors

Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to approve the Statewide Mutual Aid Compact, as follows:

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**The State of Mississippi
STATEWIDE MUTUAL AID COMPACT
(SMAC)**

Revised March 2015

THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally-recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi, the state's political subdivisions, and the Mississippi Band of Choctaw Indians.

WHEREAS, Section 33-15-19(a) Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements with each other and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, the Mississippi Emergency Act of 1995 (the Act) sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, Section 33-15-11(c)(2) & (3) authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state and the Mississippi Band of Choctaw Indians any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, Section 33-15-17 of the Act authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and

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WHEREAS, MEMA requires that each municipality must coordinate requests for state or federal emergency response assistance with its county, while county and tribal requests for state or federal emergency response assistance may be made directly to MEMA; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

SECTION 1. DEFINITIONS

- A. **"AGREEMENT"** means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi and Mississippi Band of Choctaw Indians may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.
- B. **"REQUESTING PARTY"** means the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate requests for state or federal emergency response assistance through its county.
- C. **"ASSISTING PARTY"** means the Participating Government entity furnishing equipment, services and/or manpower to the Requesting Party.
- D. **"AUTHORIZED REPRESENTATIVE"** means an employee of a Participating Government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.
- E. **"AGENCY"** means The Mississippi Emergency Management Agency.
- F. **"EMERGENCY"** means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

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- G. "DISASTER"** means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a local emergency by a city/county or the Tribal Chief, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.
- H. "MAJOR DISASTER"** means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.
- I. "PARTICIPATING GOVERNMENT"** means the State of Mississippi, any political subdivision of the State of Mississippi, and/or the Mississippi Band of Choctaw Indians which executes this mutual aid agreement and supply a completed executed copy to the Agency.
- J. "PERIOD OF ASSISTANCE"** means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.
- K. "WORK OR WORK-RELATED PERIOD"** means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered "on the job" for purposes of workers compensation injuries or accidents during these periods.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by, or is under imminent threat of, a major disaster, it may request emergency-related mutual aid assistance either by: (1) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part 1 "Identification of Need" form (Form REQ-A, Appendix A) to the Assisting Party or to the Agency; or (2) by orally communicating a request for mutual aid assistance to the Assisting Party or to the Agency, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix A.

Mutual aid shall not be requested by Participating Governments unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate requests for state or federal assistance with their county emergency management agencies, and county and tribal emergency agencies may coordinate requests for state or federal assistance directly with MEMA. All requests for mutual aid shall be transmitted by the Authorized Representative or the director of the local county emergency

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management agency. Requests for assistance may be communicated either to the Agency or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a Participating Government may request assistance pursuant to the provisions of this agreement.

- A. REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. The Agency shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, the Agency may provide, by rule, for reimbursement of eligible expenses from the Disaster Assistance Trust fund.
- B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE AGENCY:** The Requesting Party may directly contact the Agency, in which case it shall provide the Agency with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall the Agency be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.
- C. REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information, to the extent known:
1. A general description of the damage sustained.
 2. Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support health and other medical services, search and rescue, etc.) and the particular type of assistance needed.
 3. Identification of the public infrastructure system for which assistance is needed (i.e. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed.
 4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed and include a description of working conditions and if personnel will be locally housed.
 5. The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.
 6. An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form shown in Appendix A as the form REQ-A or by any other available means. The Agency may revise the format of Form REQ-A subsequent to the execution of this agreement, in which case it shall distribute copies to all Participating Governments.

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D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER

ASSISTANCE: When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agrees to assess their government's situation to determine available personnel, equipment and other resources. All Participating Governments shall render assistance to the extent personnel, equipment and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Government has available personnel, equipment or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating Parties to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered and shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix A as Form REQ-A.

E. WRITTEN ACKNOWLEDGEMENT: The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix A and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.

F. SUPERVISION AND CONTROL: The personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. This agreement shall not support any person, group or organization that self deploys.

G. FOOD, HOUSING, SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

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H. RIGHTS AND PRIVILEGES: Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2).

I. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraph 2D and 2E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in Appendix B.

A. PERSONNEL: During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.

B. EQUIPMENT: The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

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- C. MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.
- D. RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.
- E. PAYMENT:** Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.E. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice are payable as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than the timeframe outlined above. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.
- F. PAYMENT BY OR THROUGH THE AGENCY:** The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making written request to the Agency for reimbursement of travel and subsistence expenses, prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an Assisting Party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to

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the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency and may be funded only to the extent of available funds.

SECTION 4. IMMUNITY

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33-15-21(a). This immunity may be waived by the Parties in a manner provided by law to the extent that adequate insurance coverage is in effect.

SECTION 5. LENGTH OF TIME FOR EMERGENCY

The duration of such local emergency declared by the Requesting Party is limited to 30 days. It may be extended with review, if necessary, in 30-day increments as specified in 33-15-17(d).

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one-year terms unless terminated upon 60 days' advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail to the Director of Mississippi Emergency Management Agency, who shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until 60 days after notice thereof has been set by the Director of the Mississippi Emergency Management Agency to all other Participating Governments.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution hereof.

SECTION 8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to: (1) request mutual aid on behalf of a Participating Government under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a Requesting Party pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from FEMA upon a Presidential Disaster Declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year. MEMA will assume no responsibility for any person, group or organization that self deploys.

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SECTION 9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS

Should any portion, section or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, section, subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements pursuant to Section 33-15-19(a), Mississippi Code, or interlocal agreements pursuant to Section 17-13-1, Mississippi Code, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.

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IN WITNESS WHEREOF, the parties named herein have dully executed this Agreement/Compact on the date set forth below:

ATTEST:
SECRETARY-TREASURER

MISSISSIPPI BAND OF
CHOCTAW INDIANS

By: _____

By: _____
Tribal Chief

APPROVED AS TO FORM:
Attorney General

Date: _____

By: _____

ATTEST:
CLERK OF THE BOARD
OF MISSISSIPPI

BOARD OF SUPERVISORS
OF _____ MISSISSIPPI
(county)

By: _____

By: _____
President

APPROVED AS TO FORM:
County Attorney

Date: _____

By: _____

ATTEST:
CITY CLERK

CITY/TOWN OF *Long Beach*
MISSISSIPPI

By:
Rebecca E. Schruft

By:
Title: *Mayor*

APPROVED AS TO FORM:
City Attorney

Date: 2/2/16

By:
James Simpson

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: _____
Director

Date: _____

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STATEWIDE MUTUAL AID COMPACT

EXHIBIT A

Date: 2/2/16
Name of Government: LONG BEACH
Mailing Address: P.O. Box 929 (201 JEFF DAVIS AVE)
City: LONG BEACH, MS Zip Code: 39560

Authorized Representative to Contact for Emergency Assistance

Primary Representative:

Name: MIKE BROWN
Title: FIRE CHIEF/CIVIL DEFENSE DIRECTOR
Day Phone: (228) 863-7292 Night Phone: (228) 348-1831
Fax No: (228) 868-0070 Pager No: _____

1st Alternate Representative

Name: GRIFF SKELLE
Title: ASSISTANT FIRE CHIEF
Day Phone: (228) 863-7292 Night Phone: (228) 697 2115
Fax No: (228) 868-0070 Pager No: _____

2nd Alternate Representative

Name: JOE STAPLETON
Title: DIVISION CHIEF - FIRE DEPT
Day Phone: (228) 863-7292 Night Phone: (228) 334 2977
Fax No: (228) 868-0070 Pager No: _____

There came on for consideration an application for permit, Town Green, and a letter from Eddie Holmes, Gulf Coast Bicycle Club (GCBC), as follows:

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To Whom It May Concern,

My name is Eddie Holmes and I am representing the Gulf Coast Bicycle Club (GCBC). I am currently in the process of organizing an event that we started here in Long Beach last year. That event is a Vintage Bicycle Show that was hosted at Long Beach Town Green. This year, the event will be held on May 15, 2016. This is an actual show for antique bicycles that are judged and awards are given to the top bicycles. Last year was the inaugural show and we had over 100 bicycles in the show and another 100 or so in a swap meet where bicycles and parts were sold. We had bikes from as early as 1912. The bikes were set up along town green and people of all ages came to view them. This provided a great family outing and allowed young people to learn about the history of the sport of cycling. It was also enjoyable watching men and women reminiscing about the bikes they once had as kids.

The main purpose of this event was to raise money for the Pink Heart Funds of Long Beach. Ms. JoAnn Cupp Niceley was on hand last year as we presented the Pink Heart Funds a check for over \$1200. Last year the money was donated in the name of Mrs. Lisa Russell, who was a long time teacher in the Long Beach School System. This year we will honor Mrs. Edith Del Carmen Williams, who recently lost her long time battle with breast cancer. Mrs. Williams is the wife of our good friend, Neil Williams, who owns Cycles Plus.

How it all works:

There is a small entry fee for those people who register their bicycles, last year it was \$15.00. We provide the following from the registration fees:

1. Awards for the bikes that are judged as the best bikes of the show.
2. An event t-shirt for the participants.
3. Soft drinks, water (no beer) and pizza (last year) were provided also for the participants.
4. Insurance from the United States Cycling Federation. A copy of the insurance will be provided.

Again, the registration fees cover all of the above expenses.

How the Donation is provided:

The GCBC has purchased another very rare, antique bike that will be raffled off from now until the time of the show. Raffle tickets will be sold for \$5.00 a ticket. Once again, we will present the Pink Heart Funds with the entire profit from the raffle bike. A check will be presented to Ms. Nicely the day of the show. The raffle bike will also be given to the winner the day of the show.

I want to ensure everyone the intention of this show is NOT a fundraiser for the Gulf Coast Bicycle Club. At best, we hope to break even. This event gives us an opportunity to give back to the community.

I would like to request that the planning committee, the Mayor and the Board of Alderman wave the \$250 rental fee for Long Beach Town Green. This will not only help us financially with the show, but also allow us to stretch our resources further. Last year we paid the \$250 rental fee and the deposit (which we got back). We understand that the deposit for cleanup purposes should still be paid, and will gladly do so.

**Minutes of February 2, 2016
Mayor and Board of Aldermen**

Minutes of February 2, 2016
Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

TOWN GREEN

Group / Individual Name (Permit tee):

GULF COAST BICYCLE CLUB / EDDIE HOLMES

Telephone Number: 228-216-3038 NA NA

Street Address: 18133 Allen Rd. Home Work Cell

City LONG BEACH State MS Zip 39560

Type of Event: ANTIQUE BICYCLE SHOW

Start Time: 9 AM

Closing Time: 1 PM

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
MAY 15th, 2016
(Date)

The person(s) requesting this permit

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

Signature Eddie Holmes Date: 1-29-16

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of February 2, 2016
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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I EDDIE HOLMES, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 29th day of January, 2016

Authorized Signature Eddie Holmes

Witness [Signature]

Upon discussion, Alderman Ponthieux made motion seconded by Alderman Parker and unanimously carried to approve the application, waiving fees in accordance with city policies regarding non-profit, charitable organizations, and to promote the City of Long Beach and advertise the resources and opportunities available.

REPORT FROM THE MAYOR'S OFFICE:

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- The landlocked property between Olson Avenue and South Island View from Railroad Street to 160 feet north of Magnolia Street donated to the City by John D. Grower, was purchased at tax sale by Herbert Higgins, S & S Properties, for approximately \$1,500.00. After considerable discussion, Alderman Hammons made motion seconded by Alderman Carrubba and unanimously carried to reimburse Mr. Higgins for the exact amount of taxes paid to clear title and take possession of the property.

There came on for consideration a letter with attachments from Project Engineer David Ball, as follows:

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A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET
GULFPORT, MS 39507

TEL (228) 863-0667
FAX (228) 863-5232

January 28, 2016

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

**RE: Change Order No. 1
Water Main Improvements – N. Seashore Dr.**

Ladies and Gentlemen:

We have attached a proposed change order for the referenced project, addressing several issues which have arisen during construction:

1. An existing gas main will necessitate the use of an additional 150 linear feet of ductile iron water main in order to meet code requirements. This change order increases the quantity of 8" ductile iron water main.
2. The existing water main at the north end of the project was only 6" in diameter, not 8" as was expected. This required the use of a smaller tapping sleeve & valve to make the connection. This change order adds an appropriate pay item.
3. Several of the water services being bored under the road do not need to be 1-1/2" in diameter since they serve only one home. These services can be 1" in diameter. This change order adds an appropriate pay item.

We hereby request your approval of this change order so work may continue.

Sincerely,

David Ball, P.E.

DB:2062
Enclosure

Minutes of February 2, 2016 Mayor and Board of Aldermen

Change Order
No. 1

Date of Issuance:	<u>2/2/2016</u>	Effective Date:	<u>2/2/2016</u>
Project:	Owner: <u>City of Long Beach</u>	Owner's Contract No.:	
Contract:	<u>Water Main Improvements - North Seashore Drive</u>	Date of Contract:	<u>12/3/2015</u>
Contractor:	<u>A&C Industrial Inc.</u>	Engineer's Project No.:	<u>2062</u>

The Contract Documents are modified as follows upon execution of this Change Order:

- Description:
1. An existing gas main necessitates the construction of the water main closer than 10' to the existing sewer main. This will require an additional 150 linear feet of ductile iron water main to meet MDEQ/MDoH requirements.
 2. The existing water main at the north end of the project was 6" in size, as opposed to the expected 8" diameter. This necessitated the use of a 6" tapping sleeve & valve.
 3. Several of the water services serving properties on the west side of the road only require 1" diameter water service pipes. This change order creates a single pay item for the installation of either size water service bored under the road.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$132,241.62

(Decrease) in Contract Price from previous Change Orders No. n/a to No. n/a
\$0.00

Contract Price prior to this Change Order:
\$132,241.62

(Increase) in Contract Price due to this Change Order:
\$8,244.23

Revised Contract Price incorporating this Change Order:
\$140,485.85

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days 60 Calendar days
Substantial completion (days or date): 3/3/2016
Ready for final payment (days or date): _____

Change in Contract Time from previous Change Orders No. n/a to No. n/a
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Times prior to this Change Order:
Substantial completion (days or date): 3/3/2016
Ready for final payment (days or date): _____

Change in Contract Time due to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Times incorporating this Change Order:
Substantial completion (days or date): 3/3/2016
Ready for final payment (days or date): _____

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: _____
Date: <u>1-28-2016</u>	Date: <u>1/28/16</u>	Date: _____

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PROJECT NO. 2062

1

ATTACHMENT TO CHANGE ORDER NUMBER

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
100-A	MOBILIZATION	1 L.S.	\$14,476.05	\$14,476.05		\$0.00	1	\$14,476.05
100-A	8" WATER MAIN	1,565 L.F.	\$19.89	\$31,127.85		\$0.00	1,565	\$31,127.85
100-B	8" WATER MAIN, REQUIRED DUCTILE IRON	53 L.F.	\$46.27	\$2,458.85	150	\$6,790.50	205	\$9,249.35
100-C	DUCTILE IRON FITTINGS	20 TON	\$4,193.13	\$8,386.26		\$0.00	2	\$8,386.26
100-D	LOCATE AND ABANDON EXISTING WATER MAIN IN-PLACE	1,565 L.F.	\$1.63	\$2,550.95		\$0.00	1,565	\$2,550.95
110-A	8" GATE VALVE WITH BOX	1 EA.	\$1,308.31	\$1,308.31		\$0.00	1	\$1,308.31
120-A	LOCATE AND DISCONNECT TO EXISTING WATER MAIN	3 EA.	\$3,431.15	\$10,293.45		\$0.00	3	\$10,293.45
130-A	8" X 8" TAPPING ASSEMBLY	1 EA.	\$2,255.93	\$2,255.93	(1)	(\$2,255.93)	1	\$0.00
130-B	8" X 8" TAPPING SLEEVE WITH VALVE	2 EA.	\$214.46	\$428.92		\$0.00	2	\$428.92
130-C	REMOVE EXISTING FIRE HYDRANT	1 EA.	\$214.46	\$214.46		\$0.00	1	\$214.46
130-D	REMOVE EXISTING VALVE	1 EA.	\$214.46	\$214.46		\$0.00	1	\$214.46
140-A	1" TAPPING ASSEMBLY	20 EA.	\$195.77	\$3,915.40		\$0.00	20	\$3,915.40
140-B	1-1/2" TAPPING ASSEMBLY	4 EA.	\$954.25	\$3,817.00		\$0.00	4	\$3,817.00
140-C	WATER SERVICE ASSEMBLY	28 EA.	\$198.27	\$5,551.56		\$0.00	28	\$5,551.56
140-D	1-1/2" WATER LINE BORED UNDER PAVEMENT	150 L.F.	\$27.30	\$4,095.00	1150	(\$4,095.00)	0	\$0.00
140-E	LOCATE AND CONNECT TO EXISTING WATER SERVICE	28 EA.	\$107.23	\$3,002.44		\$0.00	28	\$3,002.44
500-A	PIPE BEDDING/FOUNDATION MATERIAL	28 EA.	\$19.30	\$540.40		\$0.00	28	\$540.40
500-B	SELECT SANDY BACKFILL	50 C.Y.	\$18.60	\$930.00		\$0.00	50	\$930.00
500-C	GEOTEXTILE FABRIC	185 S.Y.	\$2.54	\$470.90		\$0.00	185	\$470.90
510-A	8" LIMESTONE ROAD BASE	556 S.Y.	\$15.66	\$8,706.96		\$0.00	556	\$8,706.96
510-B	2" HOT BITUMINOUS PAVEMENT (5% 12.5mm MIX)	556 S.Y.	\$17.96	\$9,985.76		\$0.00	556	\$9,985.76
510-C	CONCRETE DRIVE RESTORATION	176 S.Y.	\$18.23	\$3,209.15		\$0.00	176	\$3,209.15
510-D	SAWCUT JOINT	831 L.F.	\$1.22	\$1,014.82		\$0.00	831	\$1,014.82
510-E	GRANULAR DRIVE RESTORATION	20 S.Y.	\$21.45	\$429.00		\$0.00	20	\$429.00
510-F	VEGETATIVE COVER	1 L.S.	\$1,930.14	\$1,930.14		\$0.00	1	\$1,930.14
510-G	24" HDPE CULVERT	10 L.F.	\$93.80	\$938.00		\$0.00	10	\$938.00
510-H	MISCELLANEOUS RESTORATION	1 L.S.	\$804.23	\$804.23		\$0.00	1	\$804.23
520-A	MAINTENANCE OF TRAFFIC	1 L.S.	\$3,753.05	\$3,753.05		\$0.00	1	\$3,753.05
530-A	STORMWATER MANAGEMENT	1 L.S.	\$482.54	\$482.54		\$0.00	1	\$482.54
CO1-1	WATER LINE BORED UNDER PAVEMENT (ANY SIZE)	0 L.F.	\$27.30	\$0.00	220	\$6,006.00	220	\$6,006.00
CO1-2	8" X 8" TAPPING SLEEVE WITH VALVE	0 EA.	\$2,298.66	\$0.00	1	\$2,298.66	1	\$2,298.66
				TOTAL		\$9,249.23		\$149,485.85

EJCDC No. C-941 (2002 Edition)
Prepared by the Engineer's Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.

Based upon the recommendation of Mr. Ball, Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to approve Change Order Number 1, Water Main Improvements, North Seashore Drive, A & C Industrial, Inc., all as set forth above.

Based upon the recommendation of department heads and certification by the Civil Service Commission, Alderman Parker made motion seconded by Alderman Young and unanimously carried to approve personnel matters, as follows:

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HARBOR:

- Step Increase, Harbor Master William Angley, H-15-XII, effective February 1, 2016;

FIRE DEPARTMENT:

- Disciplinary Action, Driver/Operator Josh White, effective February 1, 2016, unpaid suspension until certain criteria is met;

POLICE DEPARTMENT:

- Resignation, Police Officer 1st Class Corey Blake, effective January 29, 2016.

Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to approve the Supply Maintenance Plan Agreement, RJ Young Company, for printers in the Water Department and City Clerk's check printer, as follows:

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RJ Young Company - Nashville P.O. Box 40623 Nashville, TN 37204		(615)255-8551 (800)347-1955		Page 1 of 2 Order # F8GB00		
Supply Maintenance Plan Agreement			Customer Purchase Order		Sales Rep # 20SA81	
<i>Billing Location</i>			<i>Install Location</i>			
Full Customer Name - Include Inc., Corp., LLC etc. City Of Long Beach Mississippi			Customer Name City Of Long Beach Mississippi			
Street Address P. O. Box 929			Street Address 201 Jeff Davis Avenue			
City Long Beach		State MS	Zip+4 39560	City Long Beach		
Contact Name Kini Gonsoulin		Phone # 228-863-1556	Fax # 228-865-0822	Meter Contact Kini Gonsoulin		
Email kini@cityoflongbeachms.com		Phone # 228-863-1556				
Email kini@cityoflongbeachms.com		Fax # 228-865-0822				
Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	HP		P4015X			
1	HP	953BN	P3015 (Existing)	VNB3Y51813		
Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Addl Equipment List	
					Sales Tax	
					Total	
1) The equipment specified above will be provided at the following rates:						
Commencement Date	SMP/Maintenance SMP	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency		
		\$125.46	Monthly	Quarterly		
Monthly Minimum Number of B&W Copies	Overage Rate per B&W Copy	Monthly Minimum Number of Color Copies	Overage Rate per Color Copy	Agreement Includes: <input type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input type="checkbox"/> No Other		
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot	<input type="checkbox"/> New Account <input type="checkbox"/> New Equipment <input type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> Equipment <input type="checkbox"/> MAM <input type="checkbox"/> Used		
Monthly Minimum Number of B&W Prints 10200	Overage Rate per B&W Print 0.012300	Monthly Minimum Number of Color Prints	Overage Rate per Color Print	<input type="checkbox"/> Yes <input type="checkbox"/> No MICR Toner		
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2			
Remarks: Please cancel SMP on HP4250n ID# 550CR.						
Signature: <i>Rebecca E. Schreff</i> Print Name: REBECCA E. SCHREFF Title: <i>City Clerk</i>			Sales Rep: <i>Michelle Gjos</i> Date: _____ Sales Manager: _____ Date: _____			



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Order # F6GB00 Page 2 of 2

2. The title to any and all products listed on the Sales Order remain with RJ Young Company (R.J.Y) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the R.J.Y corporate offices.
3. Without prior written approval of R.J.Y you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and R.J.Y must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new R.J.Y service zone, a new agreement must be reached. For efficient and electronic meter reading, R.J.Y utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. This agreement does not cover overhauls on the machine.
9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.
10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.
11. Customer agrees to make available a Meter Contact for training purposes in the use of the equipment and agrees to notify R.J.Y of any change in the Meter Contact assignment.
12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.
13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of R.J.Y, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so R.J.Y may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.
14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.
15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.
16. This agreement may not be assigned by Customer without the written consent of R.J.Y. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of R.J.Y at its offices in Nashville, Tennessee.
17. Sales or use tax shall be added where applicable.

Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to declare the old City Hall telephone system surplus for disposal, as follows:

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Comptroller's Office

Memo

To: Becky Schuff, City Clerk
From: Kini Gonsoulin, Comptroller KG
Date: 1/28/2016
Re: Surplus Property

With the implementation of a new phone system at City Hall, I request that we declare all the old phones as surplus and dispose them. The equipment is as follows:

- 2 Panasonic phone consoles
- 19 Nortel phone consoles

If you have any questions, please feel free to contact me. Thank you.

1

There was no official action required or taken regarding derelict properties.

There was no report from the City Attorney

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Griffin made motion seconded by Alderman Ponthieux and

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unanimously carried to adjourn in honor of Mrs. Faye E. Curet Elrod, until the next regular meeting in due course.

APPROVED:

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

Alderman Gary J. Ponthieux, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kelly Griffin, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Alan Young, Ward 6

Date

ATTEST:

Rebecca E. Schruoff, City Clerk