

**PORT COMMISSION MINUTES
DECEMBER 13, 2006**

Be it remembered that a Special Meeting of the Port Commission of the City of Long Beach, Mississippi, was begun and held at 5:30 pm on Wednesday, the 13th day of December, 2006, at the Long Beach School District Central Office, 19148 Commission Road, in said City and the same being the time and place fixed by the Port Commission President in accordance with the Laws of Mississippi in relation to the holding of a special meeting.

There were present and in attendance on said Board and at the meeting the following named persons: Commission President Phil Kies, Commissioners James Hancock, Robert Starek, Steve Nicosia, Charles Purchner, Brett Clover, Chuck Ryan, Charles Stringer, Harbormaster Calvin Poupart, and Deputy City Clerk Stacey Dahl.

Absent the meeting were Commissioner Vernon Ehlers and Port Attorney Bryan VonderBruegge.

There being a sufficient number of duly appointed Commissioners present to constitute a quorum, the following proceedings were had and done.

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

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City of Long Beach

BOARD OF ALDERMEN

Richard Bennett
Charlie Boggs
Richard Burton
Allen D. Holder, Jr.
Mark Lishen
Joe McNary
Richard Notter



WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schuff

CITY ATTORNEY
Frank R. McCreary, III

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

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

GREETINGS:

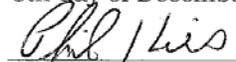
THIS IS TO COMMAND YOU TO NOTIFY Port Commission Members James Hancock, Vernon Ehlers, Steve Nicosia, Charles Purchner, Robert Starek, Brett Clover, Chuck Ryan, and Charles Stringer, Port Attorney Bryan VonderBruegge, Minutes Clerk Stacey Dahl, and Harbormaster Calvin Poupart, all of the City of Long Beach, Mississippi, that a special meeting of the Long Beach Port Commission has been called and ordered to be held on Wednesday, December 13, 2006, at 5:30 o'clock PM at the Long Beach Separate School District Administration Office, 19148 Commission Road, in said City for the purpose of transacting important business of the Port Commission as follows:

To consider and take action on the following:

1. Approve Port Commission Minutes of November 16, 2006
2. Contract for Professional Services; Eco-Logic Restoration Services, LLC
3. Clean Marina Program
4. Approve Docket of Claims #121306
5. Port Attorney's Report
6. Harbormaster's Report

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

WITNESS MY SIGNATURE, this
6th day of December, 2006



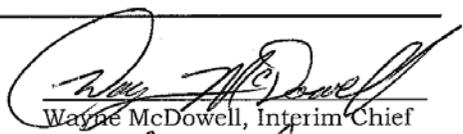
Phil Kies, President

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

I, the undersigned Chief of Police of the City of Long Beach, Mississippi, hereby certify that I have served the within notice of Special Meeting of the Long Beach Port Commission of the City of Long Beach, Mississippi, by delivering a true and correct copy thereof personally to the following named persons at least three (3) hours prior to the time fixed for said special meeting, viz:

NAME OF PERSON SERVED	DATE	TIME
<i>Stacy Dabe</i>	<i>12/7/06</i>	<i>9:30 a.m</i>
<i>Willie...</i>	<i>12/11/06</i>	<i>1:30 p.m</i>
<i>Mike...</i>	<i>12/11/06</i>	<i>4:15 PM</i>
<i>Charles...</i>	<i>12/11/06</i>	<i>4:35 pm</i>
<i>Robert...</i>	<i>12/12/06</i>	<i>8:45 a.m</i>
<i>Charles...</i>	<i>12/12/06</i>	<i>10:15 AM</i>
<i>Robert...</i>	<i>12/12/06</i>	<i>10:30 AM</i>
<i>Robert...</i>	<i>12/7/06</i>	<i>e-mail</i>


Wayne McDowell, Interim Chief

BY: *Thomas O. Budge*
Patrolman

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Commissioner Purchner made motion seconded by Commissioner Clover and unanimously carried to approve the Port Commission Minutes of November 16, 2006, as submitted.

There came on for consideration the **Agreement by and between the Long Beach Port Commission and Eco-Logic Restoration Services, LLC**. After brief discussion, Commissioner Clover made motion seconded by Commissioner Hancock and unanimously carried to approve the agreement and spread it upon the minutes of this meeting in words and figures as follows:



CONTRACT FOR PROFESSIONAL SERVICES

Contract #: 092706

Contacts:

Leah Bray, Eco-Logic, 228 826 3032

Cynthia Ramseur, Eco-Logic, 228 872 2769

THIS AGREEMENT is made this 1st day of October, 2006, by and between the Long Beach Port Commission (P. O. Box 929, Long Beach, MS 39560, hereinafter referred to as the "Port") and Eco-Logic Restoration Services, LLC, (1004 Government Street, Ocean Springs, Mississippi, 39564, hereinafter referred to as "Eco-Logic")

It is mutually agreed between the Port and Eco-Logic that this contract is written to establish general agreements and limits for grant-writing services. The grant-writing projects for which Eco-Logic will provide services shall fall within our stated mission and philosophy. The Port and Eco-Logic mutually agree as follows:

1. Duration and Termination

This Agreement shall continue in effect until the end of the 2006 calendar year, commencing October 1, 2006, and ending December 31, 2006. This agreement is subject to termination by either party with thirty (30) days' prior written notice.

2. Performance

Eco-Logic is qualified and agrees to perform services for the Port as an independent contractor (see attached Eco-Logic's brochure and resume). All services under this contract will be provided by Eco-Logic members, Leah Bray and Cynthia Ramseur, unless other staffing is approved by the Port. All grant-writing services provided by Eco-Logic shall fall within Eco-Logic's mission and philosophy as stated in attached brochure. Eco-Logic will perform grant-writing for the Port as described below:

- a. project discovery: the contractor will speak with Port staff and others to fully understand the scope of work for which the Port seeks grant funding as well as the project's proposed budget including cash and/or in-kind services available to serve as matching funds.
- b. grant research: the contractor will research government funding programs and identify those most in line with the City's project goal, objectives and timeline.

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- c. grant writing: prepare a conceptual draft of grant proposal for discussion with Port staff. Incorporate findings and finalize a draft for Port review. Prepare final grant proposal including appendices and enclosures and deliver to Port staff for signature.

3. Time for Performance

Services under this contract will be provided at the request of the Port during normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday), provided that the Port will give a minimum of one week notice of its intention to use Eco-Logic's services, but that the notice requirements may be waived at the sole discretion of Eco-Logic.

4. Payment

- a. Eco-Logic agrees to perform grant-writing services for the Coastal Impact Assistance Program not to exceed a total of 40 billable hours. For These services, Eco-Logic will charge an hourly rate of \$45.00 per hour.
- b. Payment will be made upon acceptance by the Port and 30 days from receipt of invoice from Eco-Logic. Payment will be made to Eco-Logic Restoration Services, LLC, 1004 Government Street, Ocean Springs, MS 39564. Federal ID# 65-1260894
- c. In addition to the compensation in 4a, the Port shall reimburse Eco-Logic for the actual cost of economy travel (automobile mileage reimbursed at the federal reimbursement rate in effect at time of contract), to the extent incurred by the Contractor in the performance of the services hereunder.

5. Indemnification Clause

Eco-Logic agrees to jointly and severally indemnify, defend and hold the Port harmless from and against all liability, loss, damage, or expense, including attorney's fees which may be incurred or sustained by reason of the failure of Eco-Logic to fully perform and comply with the terms and obligations of this Agreement.

6. Assignment

This contract may not be assigned or transferred by either party without the prior written consent of the other party.

7. Compliance With Laws & Regulations

Eco-Logic agrees to perform the terms of this contract and to be in compliance with all applicable laws and regulations of the State and Federal governments, including, but not limited to the provisions for Equal Employment Opportunity and Occupational Health and Safety

8. Non-availability of Funds

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, or insufficient, either through failure of the Federal Government or the State of Mississippi to appropriate funds or the discontinuance or material alteration of the contract under which funds were provided, then the Port shall have the

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right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

9. Confidential Information

During the course of the performance of this Contract, Eco-Logic may have access to materials, data, strategies, or other information relating to the Port and its programs, or systems, which are intended for internal use only. Any such information acquired by Eco-Logic shall not be used, published, or divulged by Eco-Logic to any person, firm, or corporation or in any advertising or promotion regarding Eco-Logic or Eco-Logic's services, or in any manner or connection whatsoever without first having obtained the written permission of the City, which permission the Port may withhold in its sole discretion.

10. Binding effect/Amendments

This Contract shall become binding when signed by the parties. This Contract supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Contract between the parties relating to the work set out above. No amendment shall be effective except in writing signed by both parties.

This agreement is executed by the parties as of the date stated at the beginning.

BY 
PHILLIP KIES, PRESIDENT
LONG BEACH PORT COMMISSION
Title President
Date 9/29/06

BY 
ECO-LOGIC RESTORATION SERVICES, LLC
Title Environmental Scientist
Date 9/28/07

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The commission recognized Ms. Cherie Arceneaux and Mr. Mike Walker, Department of Marine Resources. Ms. Arceneaux gave a presentation regarding the benefits of participating in the Clean Marina Program for Alabama and Mississippi, a program in which we commit to do our part to keep our waterways free of harmful chemicals, excess nutrients, and debris. The voluntary program covers several environmental, operational, and management topics and provides a guidebook which lists the best management practices marinas need to implement to become designated clean marinas. It was the consensus of the commission to review the program literature and discuss participation at the next meeting of the Port Commission.

Commissioner Hancock made motion seconded by Commissioner Purchner and unanimously carried to approve the bills as submitted on the Port Docket of Claims #121306.

There was no Port Attorney's report due to his absence.

The commission recognized Mr. Calvin Poupart for the Harbormaster's report; of which, no action was required or taken.

There being no further action allowed under the order of this special meeting, Commissioner Purchner made motion seconded by Commissioner Hancock and unanimously carried to adjourn until January 18, 2007. It was noted for the record that the regular meeting scheduled for December 21, 2006, would not be held due to the Christmas holiday.

APPROVE:

Phil Kies, President

DATE:

ATTEST:

Stacey Dahl, Deputy City Clerk