

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 1, 2016, AT 6:00 P. M.
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a regular meeting on Tuesday, March 1, 2016, at 6:00 p.m. Mayor Blevins called the meeting to order with the following officials present:

Mayor Harry J. Blevins
Councilman Burt Hill
Councilman Freddy Jackson
Councilman Marvin Pickett, Sr.
Councilwoman Brenda Simkins
Councilman David Tadlock
Councilman Scott Tipton

City Manager Joe Huffman
City Attorney Eddie Williams
Asst. City Clerk Brenda J. Reed
City Clerk/Comptroller Robert J. Parker

Mayor Blevins welcomed everyone to the meeting. The invocation was given by Councilman Hill. The pledge of allegiance was led by Councilman Pickett.

Opening remarks were made by several members of the Council. Councilman Jackson advised that three new businesses have recently opened in Pascagoula. Councilman Tadlock commented on the proposed renaming of the Pascagoula beach to "Buffet Beach". Councilman Hill reminded everyone that the Sarah Bailey Thomas Gym dedication event will be held on Thursday, March 3, 2016, at 6:00 p.m. Councilman Tipton congratulated the basketball teams from Pascagoula High School on a successful season. He stated the boy's team will play in the Class 5A quarter finals in Jackson on Friday, March 4, 2016, at 4:00 p.m.

Mayor Blevins then called on Jen Dearman, Community and Economic Development Director, to discuss the resort status designation for Pascagoula which was recently approved. Mayor Blevins announced that The Focus Group, Gulfport, MS, received recognition last weekend at the 2016 American Advertising Federation (Mississippi Gulf Coast Chapter) ADDY Awards ceremony. They won several competitive awards, including one for our "Only in Pascagoula" video and one for the "Innovation Nation" video for the school district. Congratulations were extended to The Focus Group for their hard work.

He also briefly commented on the economic development summit held last Friday with City officials, the Pascagoula Main Street Board, and the Pascagoula Redevelopment Authority. He then introduced Donnie Carlson as the new Fire Chief to replace Robert O'Sullivan who recently retired. The Council congratulated Chief Carlson on his promotion. Several members

of the Pascagoula Mayor's Youth Council were in attendance tonight and were recognized by Mayor Blevins.

Charles Rivers and Mark Mohler, representatives from Lemon-Mohler Insurance, addressed the Council regarding general insurance. Mr. Rivers stated their company would like to strengthen its relationship with the City of Pascagoula. He shared the following information about Lemon Mohler Insurance Agency.

LOCAL & INVESTED IN PASCAGOULA

- Largest privately owned, independent insurance agency in the City of Pascagoula
- Domiciled in Jackson County with over 30 total employees
- 12 employees that either live, work and play in the City of Pascagoula

OUR MARKETING PROCESS

- We employ a different strategy than the traditional approach
- We put the competition in the market in addition to the agency side
- Proven positive results in similar accounts located in Jackson County

OUR CUSTOMER SERVICE

- Transparency
- Empower City employees by providing tools and resources
- Accountability – Establish a service timeline and give a stewardship report

Mr. Rivers requested that the City of Pascagoula consider appointing Lemon-Mohler Insurance Agency as the agent of record. In conclusion, Mayor Blevins thanked them for attending the meeting tonight and advised we will take this matter into consideration.

The consent agenda was considered at this time;

The first item for consideration was the minutes of the recessed regular Council meeting of February 16, 2016, and the special Council meeting of February 26, 2016, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Hill made a motion to approve and adopt the minutes of the recessed regular Council meeting of February 16, 2016, and the special Council meeting of February 26, 2016, as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

Minutes of the Strategic Plan Steering Committee meeting of January 21, 2016, were acknowledged by the Council.

Minutes of the Pascagoula Redevelopment Authority meetings of December 8, 2015, and January 14, 2016, were acknowledged by the Council.

Minutes of the Pascagoula Mayor's Youth Council meetings of January 25, 2016, and February 10, 2016, were acknowledged by the Council.

The next item for consideration was a request to approve travel in a City vehicle for members of the Pascagoula Mayor's Youth Council to attend a tour of the Mississippi State Capitol Building in Jackson, MS, on March 2, 2016, as recommended by LaLinda Grace, Economic Development Specialist.

Councilman Hill made a motion to approve travel in a City vehicle for members of the Pascagoula Mayor's Youth Council to attend a tour of the Mississippi State Capitol Building in Jackson, MS, on March 2, 2016, as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

The next item for consideration was a request to advertise the resources of the City by hosting a Dr. Seuss Birthday Party Event at the Pascagoula Recreation Center on March 4, 2016, as recommended by Darcie Crew, Parks & Recreation Director. She advised there are over 100 pre-school children registered to attend the event. The City will provide activities, prizes, and giveaways in the amount not to exceed \$800.00 for the children who participate.

Councilman Hill made a motion to advertise the resources of the City by hosting a Dr. Seuss Birthday Party Event at the Pascagoula Recreation Center in an amount not to exceed \$800.00, as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

The next item for consideration was a request to advertise the resources of the City through the Pascagoula High School Dugout Club 2016 baseball season for a full page ad in the

amount of \$200.00 as recommended by Eddie Williams, City Attorney. The City is given legal authority to provide support by Section 17-3-1, Mississippi Code of 1972.

Councilman Hill made a motion to approve advertising the resources of the City through the Pascagoula High School Dugout Club 2016 baseball season for a full page ad in the amount of \$200.00 as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

The next item for consideration was a request to advertise the resources of the City through Pascagoula's Rotary Club Scholarship Program in the amount of \$250.00 (Silver Sponsor) as recommended by Eddie Williams, City Attorney. The City is given legal authority to provide support to this group by Section 17-3-1, Mississippi Code of 1972.

Councilman Hill made a motion to approve advertising the resources of the City through the Pascagoula Rotary Club Scholarship Program in the amount of \$250.00 (Silver Sponsor) as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

The next item for consideration was a Statewide Mutual Aid Compact for First Responders as recommended by Eddie Williams, City Attorney.

The compact is spread on the minutes as follows:

SMAC

Statewide Mutual Aid Compact

A System for Using all
Available Resources
during Emergencies





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



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.



- 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



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.



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.



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.



- 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



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.



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.



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
MISSISSIPPI

By: _____

By: _____

Title:

APPROVED AS TO FORM:
City Attorney

Date: _____

By: _____

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: _____

Date: _____

Director



STATEWIDE MUTUAL AID COMPACT

EXHIBIT A

Date: _____
Name of Government: _____
Mailing Address: _____
City: _____, MS Zip Code: _____

Authorized Representative to Contact for Emergency Assistance

Primary Representative:

Name: _____
Title: _____
Day Phone: _____ Night Phone: _____
Fax No: _____ Pager No: _____

1st Alternate Representative

Name: _____
Title: _____
Day Phone: _____ Night Phone: _____
Fax No: _____ Pager No: _____

2nd Alternate Representative

Name: _____
Title: _____
Day Phone: _____ Night Phone: _____
Fax No: _____ Pager No: _____

Councilman Hill made a motion to approve a Statewide Mutual Aid Compact for First Responders as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor

Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The next item for consideration was the ActiveCare Diabetes Management Program Contract Addendum offering participation incentives to covered employees and dependents at no cost to employer as presented by Brenda Germany, Human Resources Generalist, and recommended by the Insurance Committee.

The addendum is spread on the minutes as follows:

**ADDENDUM AGREEMENT TO PROVIDER AGREEMENT BETWEEN
THE CITY OF PASCAGOULA EMPLOYEES HEALTH PLAN
AND ACTIVECARE, INC.**

This addendum Agreement ("Addendum") is entered into and effective this ____ day of _____, 20__ as an addendum and modification to the Provider Agreement dated the 1st day of January, 2015 by and between ActiveCare, Inc. ("Provider") and the City of Pascagoula ("Employer"). The Employer and Provider are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

Recitals

- A. The Parties desire to enter into this Addendum to adopt an outreach program.

Agreement

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions contained in the Provider Agreement and as hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions. The terms defined in the Provider Agreement shall have the same meaning and definition in this Addendum.
2. Outreach Program. Provider may, at its own discretion and at no cost to the Employer, actively promote Covered Diabetic Patients testing and adoption through outreach programs. These programs will be designed, implemented and funded by Provider as a means of giving Diabetic Patients positive support through outreach programs which may include, but not limited to, the distribution of marketing and educational materials, onsite education events, and the offering of economic rewards.

3. Other Provisions. The above terms are hereby incorporated as part of the Provider Agreement and to the extent these terms modify or conflict with any provisions of the Provider Agreement, these terms shall control. All other terms, conditions and provisions of the Provider Agreement remain the same and continue to be in full force and effect and the Parties agree to be bound thereby.

Signatures on Follow Page

SIGNATURES

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of ____ day of _____, 20 __, (the “Effective Date”).

ActiveCare, Inc.

City of Pascagoula

Name: _____

Name: _____

Signature

Signature

Its: _____

Its: _____

Date: _____

Date: _____

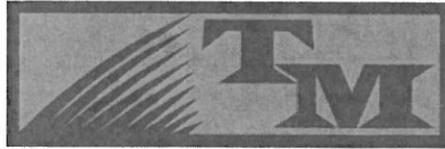
Councilman Hill made a motion to approve the ActiveCare Diabetes Management Program Contract Addendum as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 3-1-16)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

Next for consideration was an extension of the Agreement with Turf Masters Lawn Care, Inc., Pascagoula, MS, for full service grounds maintenance at LaFont Place Subdivision as recommended by Darcie Crew, Parks & Recreation Director. The extension would be for a two year period effective April 17, 2016, and expire April 16, 2018. The cost of the service is \$23,478.00 per year. Ms. Crew advised this would be a little more than a four percent (4%) savings from \$24,570.00 per year with the original agreement.

The agreement is spread on the minutes as follows:

TURF MASTERS



LAWN CARE, INC.

February 11, 2016

Mr. Kevin Hall
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908

Re: LaFont Property Maintenance Renewal Quote

Kevin

We are pleased to offer the attached quotation for renewal of "The LaFont Property" maintenance of grounds and irrigation.

We were able to reduce our pricing approximately 4% from the original agreement. While declining and stable fuel prices were taken into consideration, it remains a very small percentage of our pricing structure. As you know labor is the largest factor in our pricing to our clients and we strive to increase productivity and efficiency by constantly providing training and productivity enhancing equipment to our workforce.

If accepted all other terms and conditions would remain the same as the original agreement.

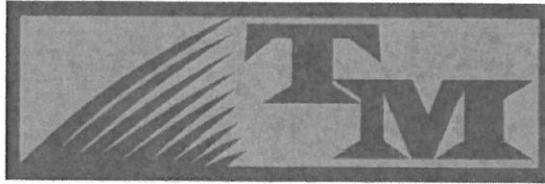
Thanks for your consideration

Sincerely

Steve Jordan

5407 Macphelah Road
Pascagoula, MS 39567
Phone 228-475-3665 Fax 228-475-3691

TURF MASTERS



LAWN CARE, INC.

FULL SERVICE LANDSCAPE MAINTENANCE PROPOSAL

February 10, 2016

The following is a proposal for renewal of our Full Service Landscape Maintenance for the City of Pascagoula LaFont Inn property and streetscapes.

1. Lawn Maintenance:
 - a. Mowing, trimming, edging and blowing of all turf areas weekly during active growth. (39 visits using the same schedule as "Highly Visible Downtown properties").
 - b. Removal of trash and debris during each visit.
2. Bed Maintenance:
 - a. Removal of weeds, trash and debris from beds as needed.
 - b. Pruning of shrubs as needed to maintain health and encourage correct growth habits and manicured look.
 - c. Re-Mulch all beds and Tree rings 2 times a year
 - d. Change Annual Color Hanging Baskets 26 ea. w/premium annuals 4 times a year. We would also fertilize and handle any fungus, disease or insect issues with the baskets.
 - e. Our price also includes 2 applications per year to all turf and beds on the property with a Gypsum product to increase microbial activity in the soil which will help in the compaction and performance of all plants.
 - f. A soil sample would be taken and PH adjustments made to the soil as needed.
3. Irrigation:
 - a. Perform regular system audits every month for correct coverage and operation.
4. Chemical applications:
 - a. Application of weed pre-emergent three times per year to all beds.
 - b. Application of bed fertilizer for shrubs and ornamentals 3 times per year
 - c. Application of post-emergent as needed throughout the growing season to remove undesirable growth in beds and tree rings.
 - d. Application of weed pre-emergent two times per year to all turf
 - e. Application of fertilizer (3 times annually) and post emerge herbicide to turf
 - f. Application of Insecticide for control of Fire Ants and Mole Crickets
5. The cost of this annual cost of this investment would be \$602.00 per mowing. This proposal would offer the horticulture practices that result in a showcase property. All other terms and conditions would remain the same as used in our "Grounds Maintenance Agreements".

CITY OF PASCAGOULA

**FULL SERVICE LANDSCAPE AND MAINTENANCE CONTRACT FOR
LaFONT PLACE SUBDIVISION**

This agreement made and entered into on the 16th day of April 2013 by and between The City of Pascagoula, Mississippi, acting by and through its City Council, hereinafter referred to as "City", and John S. Jordan DBA Turf Masters Lawn Care, Inc. hereinafter referred to as the "Company"

WITNESSED:

WHEREAS, City is desirous of securing the services of a private firm or person to perform all the labor and materials including, but not limited to lawn and bed maintenance, irrigation, and chemical applications for the public grounds at the LaFont Place Subdivision listed in Exhibit "A" under the terms and conditions specified herein:

Whereas, the Company is desirous of providing the aforementioned services:

NOW, THEREFORE, IT IS HERBY AGREED AS FOLLOWS:

1. DEFINITIONS:

- 1.1.Trash: Includes but is not limited to bottles, cans, paper and plastic.
- 1.2.Debris: Includes but is not limited to man-made items, lumber, firewood, stumps and includes brush from yard trimmings.
- 1.3.Pests All turf damaging pests including, but not limited to, Mole Crickets, Fire Ants, Grubs, and Army Worms.

2. TERM:

The term of the agreement shall be for three (3) years with a two-year renewal option upon mutual agreement by both parties. The original term shall begin on 04-17-13, and continue through 04-16-16.

The City reserves the right to continue said contract at the end of any term on a month-to-month basis with the consent of the Company. The Company and the City agree that, in such an event, they will in good faith negotiate a new contract rate.

3. SCOPE OF WORK AND COST:

- 3.1 The scope of work to be rendered hereunder by the Company is as set forth in this agreement and in attached Exhibit "A". The Company will perform all labor including, but not limited to lawn and bed maintenance, irrigation, and chemical applications for the public grounds at the LaFont Place Subdivision.

- 3.2 Cost:
 - 3.2.1 The annual cost of this investment would be \$630.00 per mowing for a total of \$24,570 annually.
- 3.3 The City may designate in writing the addition or removal of a particular area. In the event of an addition, the parties shall negotiate in good faith a rate for any additions. In the event of a removal of an area, the Company shall not be paid for the area.
- 3.4 The Company shall provide toilet facilities for its employees.
- 3.5 If a water supply source is needed and not available at a job-site, the Company shall make arrangements for its employees.
- 3.6 If needed, the Company shall make arrangements for a source of electricity.
- 3.7 The Company shall provide all of the labor, equipment, machinery, materials and supervision necessary to carry out the terms of this contract. The City will provide an Inspector to verify the accuracy of the Company's daily reports. This in no way relieves the Company of its responsibilities to ensure the work is completed.
- 3.8 Cutting restrictions: The Company shall not mow or work when the ground is soft to the point that ruts from mowers, tractors, etc. will be left in the surface.
 - 3.8.1 In most cases where grass cannot be mowed for 48 hours after the scheduled date the Parks and Recreation Director, or designee, shall submit in writing to the Company when or if the grass is to be cut before the next scheduled time. In the event the cutting is cancelled, payment will not be made.
 - 3.8.2 Scalping, uncut strips and clumps of grass will not be permitted. Clumps of grass will be raked up and removed from the job site on the day of the cutting and trimming by the company.
 - 3.8.3 All other grass shall be cut to a height of 1 1/2 " to 2".
- 3.9 Curb, sidewalk, and median restrictions:
 - 3.9.1 Grass shall be removed from all the concrete curbs, sidewalks and concrete medians at the onset of the contract and with every cutting.
 - 3.9.2 The method used to control the grass shall not damage the structure being maintained.
 - 3.9.3 The Company is responsible for removing any debris associated with the maintenance of curbs, sidewalks and medians. The method of grass removal is left to the discretion of the Company.
- 3.10 Trimming Restrictions:
 - 3.10.1 All poles, trees, shrubs, fences, etc. will be trimmed with a string trimmer or other suitable device at every scheduled cut.
- 3.11 Parking lots and any other paved areas, concrete, brick or wood surfaces shall be free from grass clippings.

3.12 Trash and Debris Restrictions:

- 3.12.1 All paper cups, cans, twigs, branches, dead flowers and all other debris shall be picked up prior to cutting. The Company will remove such material.
- 3.12.2 Collected debris will not be left overnight at the job site.
- 3.12.3 The Company will not burn any such material on City property. Any material shredded during the cutting process shall be raked up and removed.
- 3.12.4 Trash shall be picked up at the site at every scheduled cutting or trimming.

3.13 The Company represents that each site to be maintained has been inspected and accepts the conditions that exists on all such sites "as is". With regard to proposed size, length, ground condition or other matters, the City makes no warranties.

3.14 The Company understands that the facilities being maintained are public and open. Proper safety measures to protect the safety of all persons, as well as, public and private property shall be taken. When encountered, the Company shall immediately report any unsafe condition to the Public Works Department.

4. POINT OF CONTACT:

All dealings and contacts between the Company and the City shall be directed to the Parks and Recreation Director or his designee, who will serve as the City's Contract Administrator.

5. COMPLIANCE:

5.1 The Company shall be responsible for all record keeping, reporting, accounting and other documentation required of The Company by applicable laws, ordinance and regulations and The Company shall insure that all service provided by it under this agreement shall be in compliance with all federal, state and local laws, ordinances, regulations and orders applicable. This Agreement shall be amended to effect changes that may occur with such laws.

5.2 The Company shall be responsible for determining the required kind and amounts of chemicals needed to accomplish work. All chemicals shall be in accordance with Mississippi State Department of Agriculture and all other state regulations.

5.3 All fertilizers will be USDA approved. The type and amount will be determined by periodic soil testing of facilities.

5.4 The chemicals used shall be labeled appropriately and shall be suitable for use in areas where water is present.

6. INSURANCE:

6.1 The Company agrees this it is presently maintaining in full force and effect the following insurance to cover this and any other contract it has with the City including, provisions from all

carriers that policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

A. Worker's Compensation	Statutory
B. Employer's Liability	\$500,000 per occurrence
C. Bodily Injury	\$500,000 per occurrence
D. Except Automobile	\$500,000 aggregate
E. Property Damage Liability	\$300,000 per occurrence
F. Except Automobile	\$500,000 aggregate
G. Automobile Bodily Injury	\$500,000 per person
H. Liability	\$500,000 per occurrence
I. Automobile Property	
J. Damage Liability	\$500,000 per occurrence
K. Excess Umbrella Liability	\$500,000 per occurrence

6.2 The Company shall provide the City a 'Certificate of Insurance' evidencing the required coverages and amounts with the City to be named as an additional insured by endorsement. Said coverage will be maintained throughout the life of this agreement.

7. COMPANY'S PERSONNEL:

7.1 The Company shall assign a qualified person or persons to be in charge of its performance of this Agreement and shall notify the City of such person's in writing and whenever changes occur.

7.2 Each driver shall, at all times, carry a valid State of Mississippi driver's license for the type of vehicle being driven.

7.3 The Company shall provide operating and safety training for all personnel, except for temporary labor hired through temporary employment services. It shall be the responsibility of such temporary employment services to insure that their employees have received adequate operating and safety training.

7.4 The Company for reasons of age, race, color, sex, creed, religion, national origin, disability or veteran status shall deny no person employment.

7.5 All persons employed by the Company shall be competent, skilled and qualified in the performance of work to which they are assigned.

7.6 All personnel shall maintain a courteous and respectful attitude toward the public at all times. The Company shall direct its employees to avoid loud and/or profane language at all times during the performance of their duties.

7.7 At no time shall solicit, request or receive gratuities of any kind.

7.8 The Company shall inform its employees that anyone who engages in misconduct or is incompetent or negligent in the performance of their duties or is dishonest, disorderly, intoxicated or discourteous, shall be subject to discharge by the company.

8. EQUIPMENT:

8.1 The Company shall provide safe and adequate equipment in good mechanical condition, sufficient to perform the work contemplated under the contract.

8.2 The City shall have the right to inspect the equipment and any equipment record's related to the performance of this Agreement.

9. STANDARDS FOR MEASURING RESULTS:

9.1 The Company owner or his designee shall meet as needed with the Parks and Recreation Director or his designee to discuss progress of the Agreement.

9.2 The Parks and Recreation Director or his designee will monitor the work on a day-to-day basis. A daily report of work completed by the Company the previous day shall be submitted no later than 7:00AM the next day. Work under this Agreement shall be done in a professional and workmanlike manner. If work is believed to be unsatisfactory, the Parks and Recreation Director shall notify the Company in writing. The Company shall remedy the defective work within 24 hours or notification. Failure to remedy the defective work will result in the Company not receiving compensation for that portion of work.

9.3 Damages caused by the Company to public or private property shall be repaired within 48 hours.

10. FORCE MAJUERE:

From and after the commencement date, the Company's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by an Act of God or such other cause or causes beyond the reasonable control of the Company unless such cause or causes is a result of action or non-action by the Company.

11. DEFAULT/PENALTY:

Except as otherwise provided herein, if either party breaches this Agreement or Defaults in the performance of any of the covenants or conditions contained herein for ten(10) working days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least twenty (20) days after the (10) working days in which to cure or commence curing; (b) cure the breach or default at the expense of

the breaching or defaulting party; or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to , the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed as determined to be a continuing waiver of the same or any subsequent breach or default. Both parties recognize that time is of the essence in carrying out the terms of this provision.

12. NON-EXCLUSIVE AGREEMENT:

This Agreement shall not constitute a franchise or exclusive right to perform any other work than that contemplated in this agreement.

13. NOTICE:

A letter addressed and sent by certified United States mail to each party at the business address specified shall be sufficient notice whenever required for any purpose in this Agreement. Also, the addresses designated at this address may be changed from time to time by written notice sent by certified U.S. Mail as provided herein.

City: City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568
Attn: Parks & Recreation Director

With one copy to: City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568
Attn: City Manager

Company: John S. Jordan DBA, Turf Masters Lawn Care, Inc.
5407 Machpelah Street
Pascagoula, MS 39567

14. MODIFICATION:

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

15. LAW TO GOVERN:

This Agreement shall be governed by the Laws of the State of Mississippi both as to interpretation and performance.

16. SEVERABILITY:

- 16.1 In case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been stated herein.
- 16.2 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.
- 16.3 Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof or to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

IN WITNESS WHEREOF, the parties hereto cause this document to be signed and sealed this 16th day of April, 2013, by their respective representatives.

The City of Pascagoula, Mississippi

John S. Jordan, DBA Turf Masters
Lawn Care, Inc.


City Manager 4-17-13


Owner

Attest:


City Clerk

Authorized by City Council at meeting on April 16, 2013.



EXHIBIT "A" LANDSCAPE MAINTENANCE LaFONT PLACE SUBDIVISION

1. Lawn Maintenance:
 - a. Mowing, trimming, edging and blowing of all turf areas weekly during active growth up to 39 times per year.
 - i. Cut one (1) time every seven (7) days between April 1-November 15
 - ii. Cut one (1) time every fourteen (14) days in March
 - iii. Cut one (1) time every month between December 1- February 28
 - b. Removal of trash and debris during each visit.
2. Bed Maintenance:
 - a. Removal of weeds, trash and debris from beds as needed.
 - b. Pruning of shrubs as needed to maintain health and encourage correct growth habits and manicured look.
 - c. Re-Mulch all beds and Tree rings 2 times a year
 - d. Change Annual Color Hanging Baskets 26 ea. w/ premium annuals 4 times a year. We would also fertilize and handle any fungus, disease or insect issues with the baskets.
 - e. We have some concerns about the beds that were built in a soil that has a lot of clay which leads to compaction and poor plant performance. Our price also includes 2 applications per year to all turf and beds on the property with a Gypsum product to increase microbial activity in the soil which will help in the compaction and performance of all plants.
 - f. A soil sample would be taken and PH adjustments made to the soil as needed.
3. Irrigation:
 - a. Perform regular system audits every month for correct coverage and operation.
4. Chemical Applications:
 - a. Application of weed pre-emergent three times per year to all beds.
 - b. Application of bed fertilizer for shrubs and ornamentals 3 times per year
 - c. Application of post-emergent as needed throughout the growing season to remove undesirable growth in beds and tree rings.
 - d. Application of weed pre-emergent two times per year to all turf
 - e. Application of fertilizer (3 times annually) and post emerge herbicide to turf
 - f. Application of Insecticide for control of Fire Ants and Mole Crickets

Councilman Hill made a motion to approve the extension of the Agreement for Full Service Grounds Maintenance at LaFont Place Subdivision with Turf Masters Lawn Care, Inc. as recommended and authorize the City Manager to execute the related documents. The motion

was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The next item for consideration was an American Red Cross Licensed Training Provider Agreement as recommended by Darcie Crew, Parks & Recreation Director. The term of the agreement is for 36 months and will expire February 28, 2019.

The agreement is spread on the minutes as follows:



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and **City of Pascagoula** (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature ("Effective Date"), in order to permit the LTP's Red Cross certified instructors ("Instructors") to license Red Cross training materials for the LTP's use in the instruction of Red Cross training courses specified on Appendix B ("Courses") within the jurisdictions listed in Appendix D.

- 1. LTP Responsibilities.** In connection with offering the Courses, LTP agrees that it will:
- 1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching.
 - 1.2. Promptly notify Red Cross of additions and deletions to LTP's roster of Instructors as listed on Appendix C.
 - 1.3. Obtain Red Cross confirmation of the certification and authorization status of new LTP Instructors before permitting such Instructors to teach a Course.
 - 1.4. Be responsible for the oversight of LTP's Instructors and require that they teach Courses using Red Cross course materials ("Course Materials"), and offer Courses in accordance with the current Red Cross LTP Resource Guide, policies and procedures (collectively, the "Policies").
 - 1.5. Herein understand and acknowledge that the Red Cross is only permitted to solicit, deliver services and provide program support within the jurisdiction of the United States and its territories ("U.S."), and LTP agrees to only teach Courses and otherwise perform under this Agreement in the U.S.
 - 1.6. Permit Red Cross to perform random observations of LTP's Courses.
 - 1.7. Permit Red Cross, in its sole discretion, to post LTP's contact and course information on its website to allow potential course participants to search and locate them regarding Course availability.
 - 1.8. Enter training records ("Course Records") with payment (credit card or invoice, if approved) and other required information into the Learning Management System ("LMS") or any applicable successive Red Cross electronic records system within five (5) calendar days of Course completion, and comply with all terms and conditions of such system during such use.
 - 1.9. Timely payment of the required fees in connection with the Agreement.
 - 1.10. Recognize its responsibility for all liabilities arising out of LTP's performance under this Agreement. LTP understands and acknowledges it is the responsibility of the LTP to obtain adequate insurance to cover its performance, and the performance of its employees and contractors, under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors or other subcontractors.
 - 1.11. Maintain a relevant, valid business license for the term of this Agreement.
 - 1.12. Offer and teach the Courses exclusively in accordance with Sections 6.3 and 6.4 of this Agreement.
- 2. Red Cross Responsibilities.** To facilitate LTP's Course offerings, Red Cross agrees that it will:
- 2.1. Make Red Cross training content and Course Materials available to LTP's Instructors, at respective additional fees, through a limited and non-exclusive license to use the Course Materials solely in connection with the Agreement, which such license may not be assigned or sub-licensed.
 - 2.2. Approve properly submitted Course Records and provide digital certifications for Course participants, if applicable.
 - 2.3. Provide LTP with access to Red Cross electronic resources allowing LTP to enter Course Records and print Course certificates.



3. Term and Termination.

- 3.1 This Agreement will be effective as of the Effective Date and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 3.2 Red Cross reserves the right to immediately terminate this Agreement if LTP does not abide by the terms of this Agreement or the Policies.
- 3.3 The following provisions of this Agreement, which by their very nature are incapable of being fully performed or enforced prior to expiration or termination, shall survive any such expiration or termination of this Agreement.

4. Fees and Invoicing.

- 4.1 LTP will remit payment by credit card or will be invoiced, if approved.
- 4.2 Fees are set forth on Appendix B.
- 4.3 Customers who are approved will receive an invoice following the class. Payment in full is due thirty (30) days from the date of the invoice. Payment of invoice is accepted by credit card or check only. Past due amounts shall be subject to collections actions and may be referred to an external collections agency which will result in the Customer's invoicing privileges being terminated. Credit card payment will be required if invoicing privileges are suspended or terminated.
- 4.4 To make a payment by credit card, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the customer account name, number and invoice number and send to:
American Red Cross - Health & Safety Services
25688 Network Place
Chicago, IL 60673-1256
- 4.5 For questions or concerns about your invoice, please email billing@redcross.org or call the number listed on the invoice.
- 4.6 Red Cross reserves the right to change its fees and related policies in its sole discretion upon thirty (30) days advance notice of such changes. If the LTP does not agree to such changes, it has the right to terminate the Agreement as of the date of such change.
- 4.7 If the Red Cross determines that any course offered by the LTP and/or its Instructors is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with the re-training of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the re-training, which may include the LTP or any Red Cross employee, volunteer, or Licensed Training Provider.

5. Notices. Each Party's contact for notices under this Agreement is listed on Appendix A.

6. Confidentiality and Intellectual Property.

- 6.1 Except as required by applicable law or otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
- 6.2 Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, LTP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. LTP acknowledges and agrees



that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to LTP of any ownership rights in the Red Cross Marks, and (3) LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.

- 6.3 During the term of this Agreement, until the voluntary or involuntary termination thereof for any reason whatsoever, LTP will not for any Course specified on Appendix B, directly or indirectly, teach, perform services, provide consultation or solicit any business on behalf of any of the Red Cross competitors listed in Appendix D (the "Red Cross Competitors").
- 6.4 Upon the termination of this Agreement for any reason whatsoever, whether voluntary or involuntary, LTP agrees that for a period of one (1) year after the termination of this Agreement, LTP will not (a) participate, personally or financially, directly or indirectly, in competition with the Red Cross in the business of offering any Course listed in Appendix B within the jurisdictions specified on Appendix D, (b) accept employment with any of the Red Cross Competitors identified on Appendix D, or (c) solicit, induce, or attempt to induce any of LTP's past or current Course participants (i) to cease doing business in whole or in part with or through the Red Cross, or (ii) to do business with any other person, firm, partnership, corporation, or other entity which performs services materially similar to or competitive with those provided by the Red Cross within the jurisdiction specified on Appendix D.

7. Miscellaneous.

- 7.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and undertakings, both written and oral, between the Parties.
- 7.2 Amendments. This Agreement may only be amended or modified by the Parties in writing.
- 7.3 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the Customer shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way shall the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 7.4 Independent Contractors. Each Party shall furnish its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 7.5 Assignment. This Agreement shall not be assigned in whole or in part without the prior written consent of the other Party.
- 7.6 Dispute Resolution. The Parties will endeavor to settle any dispute arising out of or relating to this Agreement. The Parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If negotiation is unsuccessful, the Parties may resolve the dispute by mediation. If mediation is unsuccessful or not utilized, then the Parties will resolve the dispute by panel arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, provided, however, a dispute relating to the title, use, validity, or other similar claims related to intellectual property, including copyright, trademark, patent or trade secrets, shall not be subject to the provisions in this Section related to arbitration. The place of arbitration will be Washington,



D.C. The Parties will equally split costs and expenses of arbitration, including arbitrators' fees but not attorneys' fees. The award of the arbitrators shall be accompanied by a written opinion setting forth the rationale for the decision. The panel may not award punitive or exemplary damages. The decision will be final and binding. Judgment upon the panel's award may be entered by any court of competent jurisdiction.

- 7.7 Governing Law. The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the LTP Resource Guide, which may be updated from time to time.

Customer Name: City of Pascagoula	The American National Red Cross
Customer Signature:	Red Cross Signature:
Name: Joseph R. Huffman	Name: Kristin Heath-Strickland
Title: City Manager	Title: Spec IV, Territory Aquatics
Date: March 2, 2016	Date:



**Licensed Training Provider Agreement
Appendix A – Contact Information**

Customer Information

Customer: **City of Pascagoula**

Customer Address: **PO Drawer 908** Customer Fax: **(228) 938-2255**
Pascagoula, MS 39568
USA

Organization ID: **24277COP**

Customer Contact: **Antoinette Johnson**

Customer Contact Email: **ajohnson@cityofpascagoula.com**

Customer Contact Phone: **(228) 938-2356** Extension: _____

Billing Contact Name: **Antoinette Johnson**

Billing Contact Phone: **(228) 938-2356** Extension: _____

Billing Contact Email: **ajohnson@cityofpascagoula.com**

Customer Billing Address : **PO Drawer 908**
Pascagoula, MS 39568
USA

Red Cross Contact Information

Name: **Kristin Heath-Strickland**

Phone: **(470) 725-8575** Ext.: _____ Email: **kristin.strickland@redcross.org**

Legal Notice to be delivered to your Red Cross Representative with a copy to The American National Red Cross, Office of the General Counsel at 2025 E St NW, Washington, DC 20006.



Preparedness and Health and Safety Services

Appendix B – Courses, Equipment, Materials, and Fees

Product Code	Product	Quantity	Sales Price
HSSAQU601	2016 LTS Facility Fee 0-75 - with RC LG - Aquatic Rep Approval Required	1.00	\$200.00
AP-HSSFA303	AP-Adult and Pediatric CPR/AED	10.00	\$19.00
AP-HSSAQU101	Junior Lifeguarding	10.00	\$10.00
HSSAQU402	Lifeguarding	10.00	\$35.00
HSSAQU808	Water Safety Instructor Course (AP)	10.00	\$35.00

*Note: Quantities are estimates. Additional classes can be added as needed. Please contact your Red Cross representative as listed on page 4 of the agreement.

Learn to Swim Facility Fee - per pool

Annual Volume of Enrollees	Facilities that offer Red Cross Lifeguarding	Facilities that <u>do not</u> offer Red Cross Lifeguarding	Completion Cards Included
Learn-to-Swim Facility Fee (required to teach Learn-to-Swim Program)			
0-75	\$200	\$240	75
76-500	\$300	\$360	500
501-999	\$650	\$780	1000
1000+	\$975	\$1,170	1500

Returning Learn to Swim customers may register for Learn-to-Swim and pay Learn-to-Swim facility fee by going to <https://classes.redcross.org/instructor/authentication/login.html?feeOption=Facility-fee>.

New Learn-to-Swim customers can opt in to the Learn-to-Swim program by visiting www.redcross.org/LTSenroll.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Sales Representative or www.RedCrossStore.org.

Councilman Hill made a motion to approve the American Red Cross Licensed Training Provider Agreement as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 3-1-16)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The next item for consideration was the American Red Cross Licensed Training Provider Agreement First Addendum as recommended by Darcie Crew, Parks & Recreation Director. This addendum will increase our ability to provide more aquatic programming at the same cost.

The agreement addendum is spread on the minutes as follows:



**American
Red Cross**

**FIRST ADDENDUM TO
LICENSED TRAINING PROVIDER AGREEMENT**

This **FIRST ADDENDUM TO LICENSED TRAINING PROVIDER AGREEMENT** ("Addendum") is effective as of March 1, 2016 ("Addendum Date") by and between the American National Red Cross ("Red Cross") and City of Pascagoula, MS Recreation (the "LTP").

WHEREAS, Red Cross and LTP are parties to a Licensed Training Provider Agreement dated as of March 1, 2016 (the "Agreement") (capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning assigned to them in the Agreement);

WHEREAS, in addition to the courses LTP has historically been permitted to teach under the Agreement, LTP would now like to participate in a program in connection with the American Red Cross Aquatics Centennial celebration designed to promote awareness of and access to the American Red Cross Water Safety education and training in identified communities ("Aquatics Centennial Program"). The Aquatics Centennial Program is intended to teach people to swim in identified communities where drowning rate is above national average; motivate children and families to "come to the water" to become competent in the water and learn about water safety at a local facility; and create a sustainable ecosystem of water safety to help make communities safer.

WHEREAS, Red Cross and LTP desire to add the following terms to the Agreement in order facilitate LTP's participation in the Aquatics Centennial Program and to memorialize each party's rights and responsibilities in connection therewith;

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In connection with the Aquatics Centennial Program, LTP agrees that it will:
 - a. Expand its existing Learn-to-Swim program ("LTS") and Junior Lifeguarding offerings to reach additional program participants who are not otherwise receiving aquatics lessons ("Program Participants");
 - b. Expand its existing Water Safety Instructor and Lifeguarding training to develop the infrastructure to offer the additional LTS and Junior Lifeguarding offerings;
 - c. Provide Program Participants opportunities to take LTS courses through at least Red Cross Learn-to-Swim Level 3;
 - d. Provide opportunities for parents of Program Participants to participate in Red Cross water safety and CPR/AED training courses;
 - e. Engage in promotional and media opportunities to inform the local community of the goals of the Aquatics Centennial Program, including the importance of swimming and water safety training; provided that LTP will obtain Red Cross's prior consent to any promotional or media opportunities involving use of the Red Cross name or emblem pursuant to Section 6 of this Addendum;
 - f. Agree to participate in, and provide information in support of, a research study to evaluate the effectiveness of the Aquatics Centennial Program education and training;
 - g. Report the progress and results of the Aquatics Centennial Program education and training courses to the Red Cross in the manner and format reasonably requested by the Red Cross; and
 - h. Provide accurate and timely documentation of costs related to the expanded programming as a result of the Aquatics Centennial Program, including providing invoices if requested by the Red Cross.

2. Red Cross agrees that it will:
 - a. Assist in offsetting additional expenses for expanded programming as a result of LTP's participation in the Aquatics Centennial Program and fulfillment of its obligations to Program Participants described in Section 1. LTP's expenses that will be funded by the Red Cross for the first year of participation in the Aquatics Centennial Program are listed on Exhibit C attached to this Addendum. The Parties will meet on at least an annual basis to mutually determine and agree upon the scope and amount of Aquatics Centennial funding assistance, if any, to be provided by the Red Cross to LTP in subsequent years;
 - b. Provide Red Cross printed and video training materials required to allow Program Participants to complete the Red Cross training contemplated under this Addendum;
 - c. Provide promotional materials to inform the local community of the Aquatics Centennial Program;
 - d. Provide requirements, processes and mechanisms to report the process and results of the Aquatics Centennial Program education and training courses; and
 - e. Provide tools, resources and staff training required to implement the research study intended to evaluate the effectiveness of the Aquatics Centennial education and training.
3. Term and Termination. Unless terminated consistent with this Section 3, the term of this Addendum shall begin on the Addendum Date and shall continue thereafter for thirty-six (36) months. Either party may terminate this Addendum without cause upon thirty (30) calendar days advance written notice to the other party. Either party may immediately terminate this Addendum upon the other party's breach of its obligations under this Addendum. Termination of this Addendum will not automatically terminate the Agreement, but in the event the Agreement is terminated by either party, this Addendum will automatically terminate.
4. Compliance, Representations and Warranties:
 - a. The Parties will comply with all applicable laws and regulations during performance under the Agreement. Neither Party will discriminate against any employee, applicant or Program Participant in connection with this Agreement because of any characteristic protected by applicable law or regulations.
 - b. LTP represents, warrants and certifies: (i) compliance with all U.S. economic sanctions, anti-terrorism laws and anti-money laundering laws, including but not limited to the USA PATRIOT Act, the laws administered by the United States Treasury Department's Office of Foreign Assets Control, Executive Order 13224, and any local laws that apply in the jurisdiction in which LTP is operating and (ii) no child, indentured or forced labor or unauthorized workers will be used in any aspect of the provision of the Red Cross Courses or Aquatics Centennial Program hereunder.
5. Conflict of Interest: Business Ethics. LTP represents that no employee, principal, or affiliate of LTP holds any office in, or is an employee of, or is a member of the board of directors of, Red Cross or any Chapter or unit of Red Cross, except as shall have been disclosed by notice to Red Cross and for which Red Cross has waived any potential conflict of interest by notice to LTP. During the course of pursuing contracts with Red Cross and while performing services in accordance with this Addendum, LTP agrees to maintain business ethics standards which are aimed at avoiding any real or apparent improprieties or conflict of interest which could be construed to have an adverse impact on the dealing with the Red Cross. LTP shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Red Cross's best interests. These obligations shall apply to the activities of LTP's employees, agents, and subcontractors in their dealings and relations with Red Cross' current and former employees and relatives.
6. Intellectual Property and Data Use.
 - a. Definitions:
 - i. "Aquatics Centennial Materials" will include everything used, or provided to LTP for use by Red Cross, in connection with the Aquatics Centennial Program, including without limitation, reports, creative and other materials, manuals, photographs and all other documents or materials.

- ii. “Intellectual Property” means (i) inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, research and development activities, computer programs and designs (including improvements and enhancements thereto and regardless of patentability), (ii) trade secrets and know-how, (iii) copyrightable material, (iv) trademarks and service marks (v) data related to the Aquatics Centennial Program, and (vi) all other forms of intellectual property. Intellectual Property may take any form, including without limitation, written, oral, electronic, digital or other form.
- iii. “LTP Marks” means LTP’s trademark and tradenames set forth on Exhibit A hereto and subject to any use guidelines contained in such Exhibit.
- iv. “Red Cross Marks” means Red Cross’s trademark and tradenames set forth on Exhibit B hereto and subject to any use guidelines contained in such Exhibit.

b. Aquatics Centennial Materials.

- i. Subject to the terms and conditions of this Addendum, LTP grants Red Cross a fully paid-up, royalty-free, non-transferable, non-exclusive right and license to use and display the LTP Marks in the United States solely on and in conjunction with the Aquatics Centennial Materials. Red Cross acknowledges that LTP is the sole owner of the LTP Marks and the goodwill associated therewith and that all rights not expressly granted herein remain the sole and exclusive property of LTP. Red Cross will not take any action inconsistent with LTP’s ownership rights and will cooperate with LTP in the protection thereof. Red Cross will use the LTP Marks in accordance with the guidelines set forth on Exhibit A.
- ii. Subject to the terms and conditions of this Addendum, Red Cross grants LTP a fully paid-up, royalty-free, non-transferable, non-exclusive right and license to use and display the Red Cross Marks in the United States solely on and in conjunction with the Aquatics Centennial Materials produced by the Red Cross. Red Cross acknowledges that LTP is the sole owner of the LTP Marks and the goodwill associated therewith and that all rights not expressly granted herein remain the sole and exclusive property of LTP. LTP will not take any action inconsistent with Red Cross’s ownership rights and will cooperate with Red Cross in the protection thereof. LTP will use the Red Cross Marks in accordance with the guidelines set forth on Exhibit B.
- iii. LTP acknowledges that all Aquatics Centennial Materials will be owned exclusively by the Red Cross. LTP will not use or allow the use of the Aquatics Centennial Materials for any purpose other than LTP’s performance under this Addendum without the prior written consent of the Red Cross. Immediately upon request, LTP will deliver to the Red Cross all Aquatics Centennial Materials.
- iv. The foregoing license shall terminate upon termination or expiration of this Addendum and unless otherwise agreed or permitted by law, a party shall cease all use of the other party’s Intellectual Property licensed hereunder upon such termination or expiration.
- v. Except as expressly provided in this Agreement, no party shall use the Intellectual Property (including, without limitation, trademarks or tradenames) of any other party in any public statements (including any promotional or media opportunities) or in any other manner whatsoever, without obtaining such other party’s prior written consent for each use.

c. Aquatics Centennial Data.

- i. With respect to any data collected in connection with the Aquatics Centennial Program (including data regarding program offerings, LTP participants, course participants and community preparedness), as well as any other research projects or assessments undertaken by the Red Cross related to the Aquatics Centennial Program, LTP hereby acknowledges and agrees that it shall not have any rights in Intellectual Property or data generated therein, nor shall it have any publication rights related to such Intellectual Property or data without the express consent of the owner of such Intellectual Property and/or data.
 - ii. With respect to any evaluation efforts permitted by the Red Cross in connection with the Aquatics Centennial, the evaluator will work with an institutional review board (IRB) to ensure that the research conducted on human subjects are scientific and ethical. Data will be maintained in accordance with the IRB consent, if any.
- d. LTP will execute, if and when requested, patent, copyright or similar applications and assignments to the Red Cross and any other documents deemed necessary by the Red Cross to vest ownership of Intellectual Property in the Red Cross. In the event Red Cross is unable for any reason whatsoever to secure LTP's signature to any document required to apply for or execute any patent, copyright or other applications with respect to Intellectual Property, LTP hereby irrevocably appoints the Red Cross and its authorized officers and agents as LTP's agents and attorneys-in-fact to execute and file any such application and to do all other acts to further the prosecution and issuance of patents, copyrights or other rights with respect to Intellectual Property with the same legal force and effect as if executed by Contractor.

7. Miscellaneous.

- a. The Agreement is incorporated herein by reference and, except to the extent modified by this Addendum, the Agreement remains in full force and effect.
- b. The parties specifically agree and acknowledge that the Agreement shall continue to govern all aspects of LTP's conduct of American Red Cross Courses, including any Courses offered in connection with the Aquatics Centennial.
- c. The parties are independent principals in all relationships and actions under and contemplated by this Agreement. This Agreement does not create a partnership or joint venture, and no party has the authority to bind the other party.
- d. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of the Agreement shall control.
- e. This Agreement is binding upon and inures to the benefit of the parties hereto and their successors and assigns. Notwithstanding the foregoing, neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
- f. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then, to the extent that such invalidity, illegality or unenforceability shall not deprive any party hereto of any material benefit intended to be provided hereby, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Agreement, and such provision shall be deemed to be severed from this Agreement.

[Signature Page Follows]

The parties, acting through their duly authorized officers, have executed this First Addendum to Licensed Training Provider Agreement, which shall come into force as of the Addendum Date.

CITY OF PASCAGOULA

THE AMERICAN NATIONAL RED CROSS

Signature: _____

Signature: _____

Name: **Joseph R. Huffman**

Name: **KRISTIN HEATH-STRICKLAND**

Title: **CITY MANAGER**

Title: **TERRITORY AQUATICS
SPECIALIST**

Date: **MARCH 2, 2016**

Date:

EXHIBIT A
LTP MARKS

CITY OF PASCAGOULA



**EXHIBIT B
RED CROSS MARKS**



American Red Cross



To download camera-ready marks, complete the web form at redcross.org/brand.
List Connie Harvey as the Red Cross contact.

EXHIBIT C
CITY OF PASCAGOULA, MISSISSIPPI
LTP EXPENSES FUNDED BY RED CROSS
Year 1 of 3: January - December 2016

Course/Program	Number	Fees
Learn-to-Swim: <ul style="list-style-type: none"> • Preschool Aquatics • Learn to Swim Levels 1 - 3 • Adult Swim—Learning the Basics • Adult Swim—Improving Strokes and Swimming Skills (lifeguard and WSI prep) 	75 to 100 students (estimated)	Scholarships: Red Cross pays \$25; student pays remaining \$5
General Water Safety/Parent Education	Unlimited (estimated 25 per year)	No additional fees
For parents: Pediatric CPR/AED Course	Up to 25 enrollees	Waived course fees - \$19 each
Water Safety Instructor course <i>NOTE: City of Pascagoula provides WSI training for 2 staff members; Red Cross will cover the difference in the additional costs of the WSIT once the AP fees and materials fees for all enrollees are considered. Red Cross will consult with the WSIT to determine the total costs prior to finalizing this agreement.</i>	Up to 8 enrollees	AP fees waived - \$35 each
		WSI Candidate Kit - \$52 each
		Scholarship fees – TBD
Lifeguard Management Online Course	Up to 2 enrollees	Waived course fees - \$58 each
Junior Lifeguarding course	Up to 10 enrollees	AP fees waived - \$10 each
		Scholarship fees: Up to \$40 each

Notes:

- There is one City of Pascagoula pool which is enrolled in the annual Learn-to-Swim facility program at the 76 to 500 enrollees category.
- A one-time start-up facility kit of one banner, 150 swim caps and 150 goggles will be provided.
- The Learn-to-Swim enrollees are an expansion of the Learn-to-Swim students reached in previous years. This will be accomplished by training lifeguards to become Water Safety Instructors. These additional WSIs will allow for more swim lessons to be offered to the public with a focus on families who meet scholarship criteria.
- City of Pascagoula will determine scholarship eligibility requirements, using criteria such as tax returns and free and reduced lunch.
- Invoicing for scholarship fees are planned to be submitted after WSI training has occurred in spring and at end of summer.
- Lifeguarding materials will be provided in Year 2 after the upcoming revision of the American Red Cross Lifeguarding program.

To create a library of Red Cross materials, the following will be provided:

Product	Number
Water Safety Instructor Candidate's Kit	10
Swimming and Water Safety Program DVD Set	1
Lifeguarding DVD Set (for Junior Lifeguarding)	1
Junior Lifeguarding Leader's Guide	1
LTS Achievement Booklet - English (pk/50)	3 packs
LTS Achievement Booklet – Spanish (pk/10)	3 packs
Longfellow's WHALE Tales Stickers	4
Pediatric CPR/AED Ready Reference Cards	25
First Aid/CPR/AED Instructor's Manual and DVD	1
CPR Student Training Kit (for Pediatric CPR/AED) (pk/10)	3

Councilman Hill made a motion to approve the American Red Cross Licensed Training Provider Agreement First Addendum as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 3-1-16)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The next item for consideration was Amendment # 10 to the City of Pascagoula Employees Group Health Plan for the inclusion of “Certified Registered Physician Assistant” in the definition of covered Professional Providers as presented by Brenda Germany, Human Resources Generalist, and recommended by the Insurance Committee.

The amendment is spread on the minutes as follows:

**CITY OF PASCAGOULA
Employee Health Care Plan Amendment #10
Plan Year 2015-2016**

The City of Pascagoula believes this Health Care Plan to be a “Grandfathered Health Care Plan” under the Patient Protection and Affordable Act of 2010 and does hereby amend the City of Pascagoula Employee Health Care Plan as follows:

Effective January 1, 2016:

Page 77 | Definitions | Professional Provider is amended to also include the following:

Certified Registered Physician Assistant

These changes, as approved by the City of Pascagoula on _____ day of _____, 2016, are effective January 1, 2016. By signature of its duly authorized representative below, the Plan Administrator agrees to be bound by the terms and provisions of the above amendment on or after the effective date hereof.

City of Pascagoula

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Councilman Hill made a motion to approve Amendment # 10 to the City of Pascagoula Employees Group Health Plan and authorize the City Manager to execute the related documents as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The next item for consideration was an extension of Annual Bid #350 for Zinc Orthophosphate with CARUS Corporation, Peru, IL, as recommended by Jaci Turner, City Engineer.

Additional information is spread on the minutes as follows:



February 3, 2016

Robin Wood
Purchasing Agent
City of Pascagoula
603 Watts Avenue
Pascagoula, MS 39567

RE: Extension of BID #350 – ZINC ORTHOPHOSPHATE

Dear Robin:

Carus Corporation appreciates the opportunity to extend the current contract to supply CARUS™3180 Bulk for the period of 12 months beginning 3/18/16 through 3/17/17 at the price of \$0.546/lb. delivered.

Thank you for your consideration of the extension of this contract.

We look forward to working with you for years to come. Please contact me with any questions or concerns you may have.

Sincerely,

A handwritten signature in black ink that reads 'Barbie Smith'.

Barbie Smith
Bid Manager
Phone: 800-435-6856

Carus Corporation
315 Fifth Street
PO Box 599
Perry, IL 61354-0599
Tel (815) 223 1500
Fax (815) 224 6697



Councilman Hill made a motion to approve the extension of Annual Bid # 350 for Zinc Orthophosphate with CARUS Corporation as recommended. The motion was seconded by

Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 3-1-16)

Next for consideration was a contract award to Apple Construction Company, Gulfport, MS, for the Drainage Improvements – Holland Street to Ingalls Avenue Project for both bid schedules for a total of \$2,176,299.00 as recommended by Jaci Turner, City Engineer, and Compton Engineering, Inc. This is a programmed bond-funded project. Kevin Yates, Project Engineer, Compton Engineering, Inc., commented on the project.

Councilman Hill made a motion to approve a contract award to Apple Construction Company for the Drainage Improvements – Holland Street to Ingalls Avenue Project for both bid schedules for a total of \$2,176,299.00 as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 3-1-16)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

Next for consideration was Task Order Amendment No. 1 with Compton Engineering, Inc., Pascagoula, MS, for the City of Pascagoula Bond Funded Sewer Evaluation & Rehabilitation Project 2014 as recommended by Jaci Turner, City Engineer.

Additional information is spread on the minutes as follows:



COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

1706 Convent Avenue
P.O. Box 686
Pascagoula, MS 39568

Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com

PASCAGOULA

BILOXI

BAY ST. LOUIS

February 22, 2016

Ms. Jaelyn Turner, P.E., City Engineer
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908

Re: City of Pascagoula Bond Funded Sewer Evaluation & Rehabilitation Project 2014
(C.E. Job #: 213-008.031)

Dear Ms. Turner:

Please find attached two (2) originals of Amendment No. 1 to Task Order No. 031 for your review and comment or approval.

The proposed Amendment is an increase of \$84,400.00 to the current not-to-exceed amount based on a projected final project completion date of April 4, 2016. The current project completion date per Change Order No. 2 is December 28, 2015.

The proposed increase is based on 98 days of liquidated damages at a rate of \$725.00 per day due to the contractors delay in achieving substantial completion and 30 days of liquidated damages at a rate of \$445.00 per day due to the contractors delay in achieving final completion.

The actual cost of the services during construction shall be billed based on CE's hourly rates in the general services agreement and not-to-exceed the \$172,274.18 proposed in the amendment.

Upon execution, please return one (1) original to our office for our files.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Kevin R. Yates, P.E.
Project Engineer

KRY:kl

attachments

E:\Pascagoula\Proj-162013\713-008 COP Misc Services\2014 COP Bond Fund Sewer Eval & Rehab Project 2014\Docs\Proj-Owner Agreement\Letter Jacl Turner (Amendment #1) 2-22-16.doc

AMENDMENT NO. 1 TO
TASK ORDER NO. 031

BETWEEN
CITY OF PASCAGOULA

AND
COMPTON ENGINEERING, INC.

THIS IS AN AMENDMENT made on _____ TO THE TASK ORDER made on January 21, 2015, between the CITY OF PASCAGOULA, P.O. Drawer 908, Pascagoula, Mississippi, 39568-0908 (OWNER), and COMPTON ENGINEERING, INC., P.O. Box 686, 1706 Covert Avenue, Pascagoula, Mississippi, 39568 (ENGINEER).

OWNER and ENGINEER, agree with respect to the performance of professional engineering services by ENGINEER with respect to the City of Pascagoula Bond Funded Sewer Evaluation & Rehabilitation Project 2014 for adding the basic services to complete *Services During Construction* and payment in accordance with terms and conditions included in the contract in place and the following amendments:

COST AND METHOD OF COMPENSATION
ITEM 2

2. CE shall provide services during construction as described in item 2 above on a time and material basis not-to-exceed \$172,274.18 based on CE's hourly rates in the general services agreement. The fee amount for the services during construction shall be based on a 406 calendar day construction contract. The actual fee shall be adjusted based on the actual length of the calendar day contract for the proposed sanitary sewer collection system improvements at the time of the summary change order with a written amendment to this agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER:
CITY OF PASCAGOULA, MS

ENGINEER:
COMPTON ENGINEERING, INC.

Keoni K. Yates

WITNESS: _____

WITNESS: *G. J. Duggan*

S:\Pascagoula\Projects\2015\15-008 COP Misc Services\031 COP Bond Fund Sewer Eval & Rehab Project 2014\Doc\Eng-Owner Agreement\Amendment No. 1 to Task Order No. 031.doc
COMPTON ENGINEERING, INC.
213-908-031

Amendment No. 1 to Task Order No. 031
1

Councilman Hill made a motion to approve Task Order Amendment No. 1 with Compton Engineering, Inc. for the City of Pascagoula Bond Funded Sewer Evaluation & Rehabilitation Project 2014 as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The next item for consideration was a request to advertise the resources of the City for \$100.00 (Hole Sponsor) through the Boys & Girls Clubs of Jackson County Annual Golf Tournament as recommended by Eddie Williams, City Attorney. The tournament will be held on Saturday, March 12, 2016, at the Gulf Hills Golf Club in Ocean Springs, MS.

Councilman Hill made a motion to advertise the resources of the City for \$100.00 (Hole Sponsor) for the Boys & Girls Clubs of Jackson County Annual Golf Tournament as recommended and authorize a manual check. The motion was seconded by Councilman Tadlock

and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE".
(Approved 3-1-16)

Next for consideration was a request to submit an application to the Mississippi Department of Wildlife, Fisheries, and Parks for the Recreational Trail Program FY 2016 for the I. G. Levy Park Environmental Education Trail as recommended by Jen Dearman, Community and Economic Development Director. The total project cost is \$268,500.00. If awarded, the grant would provide \$100,000.00. The \$160,500.00 is anticipated to be provided by the Hotel Room Occupancy Tax as recommended by the Recreation Commission. The Parks & Recreation Department budget will provide the remaining \$8,000.00 funding.

Councilman Hill made a motion to approve the submission of the application to the Mississippi Department of Wildlife, Fisheries, and Parks Recreational Trails Program FY 2016 for the I. G. Levy Park Environmental Education Trail as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The following new business items were considered at this time:

The first item was an appointment to the Pascagoula Public Library Board of Trustees to fill the unexpired term of Etienne Melcher whose term will expire November 20, 2016. Mr. Huffman advised there were two names recommended for consideration; however, Amy Brandenstein has withdrawn her name. The other individual interested in the appointment is Cathy Groff who was in attendance tonight and was introduced to the Council.

Councilman Tadlock made a motion to appoint Cathy Groff to fill the unexpired term of Etienne Melcher on the Pascagoula Library Board of Trustees. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE".
(Approved 3-1-16)

The next item for consideration was a request to accept the verbal resignation of David Bates on the Recreation Commission and authorization to advertise for the vacant position as recommended by Darcie Crew, Parks & Recreation Director.

Councilman Tipton made a motion to accept the verbal resignation of David Bates on the Recreation Commission and authorize Darcie Crew to seek applications to fill the vacancy. The motion was seconded by Councilman Jackson and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

The next item for consideration was a contract with Orion Planning + Design for an update of the Comprehensive Plan as recommended by Donovan Scruggs, City Planner. Mr. Scruggs discussed the need for a new plan to be developed and recommended using Orion. The proposed cost of the plan is \$146,500.00.

Additional information is spread on the minutes as follows:



4015 14th Street
Pascagoula, MS 39567

Phone: 228-938-6620
Fax: 228-938-6765

To: Joe Huffman, City Manager

From: Donovan Scruggs, AICP

Date: February 23, 2016

RE: Comprehensive Plan Update

Attached for your review and approval is a proposal/contract for the update to the 2010 Comprehensive Plan. This plan is important as it provides a direction and basis of decisions for land use matters, expenditures, and programming. For cities that have zoning, the Comprehensive Plan with periodic updates is required by the Mississippi Code.

The City's current plan is inadequate and not user friendly, and for this reason the task or update will basically be a rewriting of the document. A comprehensive plan should demonstrate to residents, businesses, and prospects a city's vision for the future. As a land-use document, it will inventory existing land uses and parcel data and provide the "Future Land Use Map" that is one of the more important land use tools. The plan will also include quality of life amenities, transportation and public infrastructure, and other capital investments, and the process should be vetted through public participation and input. To implement the plan, goals, objectives and policies will be established and included within the plan. A good plan should support and provide basis for decisions by the City if it is assembled properly and followed.

While there are minimum requirements of a Comprehensive Plan, the proposed scope expands beyond these requirements to address housing investment, corridor design, flood hazard barriers, and medical district designation. The project lead will be Bob Barber who is a Mississippian with more than 30 years of experience in Mississippi planning as a City Planner for Hernando and as a consultant with Orion Planning + Design. This firm will serve as the lead, contracting firm. Alta Planning, Arnett-Muldrow, and Weir Boehner Architecture will provide support on the project.

As proposed the drafting of the plan will be a 12 month process beginning this spring and concluding in May 2017. The cost of the plan is proposed at \$146,500. The City Council budgeted \$100,000 for this year in what was anticipated to be a multi-year process. Additional funds, based on this year's expenditures, will need to be budgeted in 2017 to complete the process.

SHORT FORM AGREEMENT FOR CONSULTING SERVICES
(Standard agreement based on Appendix B, Planning Advisory Service Report Number 443,
Standards of Professional Practice, American Planning Association, Chicago, IL)

The Orion Planning+Design agrees to provide to the City of Pascagoula, Mississippi the following professional services and the City of Pascagoula, Mississippi contracts for such services and agrees to fully engage in the project. Services shall be compensated by the City of Pascagoula, Mississippi for the fees and on the terms and conditions set forth herein.

1. PURPOSE

The purpose of this agreement is to provide professional services to Pascagoula, Mississippi to produce the City of Pascagoula Comprehensive Plan update as described by the attached scope of services.

2. PARTIES

The parties to this agreement are Pascagoula, Mississippi, hereinafter referred to as "Client," and Orion Planning+Design, hereinafter referred to as "Consultant."

3. SERVICES

Consultant shall provide the following services to Client:

See attached scope of services.

If there is a dispute over the meaning of this agreement, or if in the course of the project one of the parties deviates from this section by mutual agreement, this agreement shall always be construed in accordance with the purpose set forth in Section 1 along with the scope of services attached hereto.

4. STANDARDS OF PROFESSIONAL PRACTICE

Consultant shall exercise and adhere to the standards of professional practice as developed and adopted by the American Institute of Certified Planners set forth in Planning Advisory Service Report Number 443, Standards of Professional Practice, American Planning Association as well as the Code of Ethics of the American Institute of Certified Planners. Said standards are annexed hereto by reference.

5. COMPENSATION

For the services rendered the City of Pascagoula shall pay Consultant a sum not to exceed that set out in the project scope of services. Invoices shall be provided based on the work completed not less than monthly and shall set forth expenses incurred in the performance of the services under this contract. Invoices shall not be due within 45 days of receipt by the City. Document production, copies and meetings other than those called for in the scope of services shall be reimbursable at cost of production and the consultant's rate. Normal office supplies consumed in the course of the project will not be reimbursable. Mileage shall be charged at the prevailing rate established by the State of Mississippi.

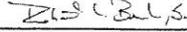
6. TIME FOR PERFORMANCE

Consultant shall deliver products and services in accordance with the schedule set forth in the attached scope of services unless such time is delayed by the client or alternative scheduling is mutually agreed upon. Either party may terminate this agreement with or without cause upon thirty days written notice. If Consultant fails to complete the work in a timely manner, Client may terminate this agreement by written notice of default; if Consultant cures the default by delivering the work within thirty (30) days of such notice, Consultant shall continue to be compensated in accordance with the provisions of Section 5.

7. COMPLETE AGREEMENT/AMENDMENTS

This agreement, together with the Scope of Services, constitutes the complete agreement between the parties. It may be amended only in writing executed in multiple counterparts, each of which shall be considered an original. When executed, this agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement separately, on the dates indicated by their respective signature blocks below. If the date of this agreement becomes material for any reason, the date of execution by Client shall be considered to be the date of the agreement.

 February 23, 2016
Robert L. Barber, Sr., FAICP
Partner, Orion Planning+Design

_____, February , 2016
Harry J. Blevins, Mayor
City of Pascagoula, Mississippi

PROJECT SCOPE OF SERVICES

Pascagoula Comprehensive Plan Update
2.23.16

The following five components are proposed for the Scope of Services and they are explained in detail on the following pages.

Task 1.0: Project Kick-Off & Discovery Research

Task 2.0: Community Visioning

Task 3.0: Concept Plan Development

Task 4.0: Draft Plan Preparation

Task 5.0: Plan Presentations & Revisions

Task 1.0: Project Kick-Off & Discovery Research

This first task will initiate the project and serve as the research and discovery phase on which the balance of the work will rely. Key members of the Consultant Team will perform the sub-tasks described below during a three (3) day site visit to Pascagoula, as well as through work conducted prior to and following this visit.

Task 1.1: Review of Background Information

Prior to making the initial trip to Pascagoula, the Consultant Team will gather and review key information to gain insights into the project's context. Such information will include, but not be limited to: existing land uses, zoning and development regulations, previous plans and studies (including the existing 2010 comprehensive plan), available traffic information, non-vehicular mobility, buildings, public spaces, basic utility and infrastructure information, economic and demographic data, real estate market information, housing, GIS base map data, aerial photo maps, natural and historic resources information, and any related materials.

Task 1.2: Advisory Committee Kick-Off Meeting & Study Area Tour

The establishment of a project Advisory Committee of key stakeholders be established to help guide the project. This scope is based on that assumption. This meeting with the Committee and City staff will refine project details and allow the Consultant Team to gain additional insights from the Committee members. The study area drive tour will be led by staff and/or members of the Committee, with additional follow-up field work by the Consultant Team as part of Task 1.3. During this task, the Consultants will also be provided with available information not previously provided.

Task 1.3: Existing Community Development Conditions Analysis

As part of the initial fieldwork for the project, the Consultant Team will document and evaluate Pascagoula's general characteristics through mapping (utilizing existing GIS data), field notes and

photography. Based upon field research and data, the Consultant Team will conduct an evaluation of the community's existing conditions and produce a series of GIS existing conditions maps to the extent that relevant GIS data is readily available, as follows:

1. Existing land uses and general form (density/intensity and character)
2. Natural resources and environmentally sensitive lands (major streams and drainage channels, wetlands, and floodplains).
3. Downtown and key corridors - streets, parking, buildings, and public spaces.
4. Key opportunities for new development and redevelopment (based upon findings of the Task 1.4 Economic & Market Assessment)
5. Key community components (districts, neighborhoods and corridors defined in the RFP – polygon definition with key area call-outs)
6. Street network (identified by arterials, collectors and local streets), to include traffic counts at key locations if data is available
7. Non-motorized mobility system – bike lanes and greenways (sidewalks if data available)
8. Existing parks, greenways, and significant open spaces (including substantially undeveloped public lands)
9. Utilities (mapped by services areas)
10. Public lands

In addition to the maps listed above, analysis will occur on all of these issues and supporting text and photographs will be provided. Sidewalks and bike lanes may be examples of topics that are not already documented and “readily available.”

Task 1.4: Economic & Market Assessment

To understand the study area's overall market context, and to subsequently prepare a reality-based Comprehensive Plan, economic conditions analysis and market assessment for a broad range of key land use and development types will be conducted. The following elements will be included:

Market Definition.

Zip Code Survey: Work with Pascagoula area retailers, restaurants & destination uses to conduct zip code survey of customers & determine local, regional, and visitor markets.

This survey would be conducted with same methodology as the 2010 retail market assessment completed by Arnett Muldrow & Associates. While that research focused solely on retail, the market definition exercise will lay the foundation for the current analysis for retail, office, residential, and employment. Ideally, the market definition will include participation from businesses throughout the Pascagoula area, and result in identification of various submarkets.

Trade Areas: Based on the zip code survey, we will determine primary and secondary trade areas for the Pascagoula area, including any submarket trade areas based on the multiple data sets. It will also help us determine the scope of the local customer base, regional market penetration, and visitor market.

Retail Market Analysis

Conduct existing retail inventory: Using trade area definition, conduct examination of existing retail mix in community including square footage, lease rates, and vacancy rates.

Retail leakage analysis: Analysis of retail sales and consumer expenditures to establish leakage by individual retail category. Indicate retail categories community is leaking sales to other communities and which ones are gaining.

Retail capture scenario: Project space demand for new and expanded retail uses in study area. Provide square footage of supportable retail by individual category.

Retail shares analysis: Conduct a retail shares analysis to determine how community is performing in a regional perspective in individual retail categories and establish potential retail clusters.

Demographic Analysis

Establish Trends: Using established trade areas, conduct demographic profile of community including population, income, housing and employment data. Compare data to peer communities and larger region.

Population Projections: Project population growth in Pascagoula and defined study areas from current year to twenty years out.

Market Segmentation Report: Determine characteristics of household group clusters in local trade areas categorized by urbanization, social and life stage segments. Identify segments based on their demographic groupings including age, gender, income, education, occupation, and ethnic group.

Residential Market

Conduct analysis of existing housing market including housing types, owner and rental occupied units, median values, and age of housing stock.

Assess sales trends including median sales price, listed price, days on market, etc, as through local MLS data, if available.

Establish trends based on permitting activity and supported by demographic projections above. This will rely on census data as well as available local data sets.

Project demand for housing types, price points, and target markets including single-family, multi-family, and affordable housing. Using supply side analysis, demographic projections, market segmentation, building permit history, and real estate trends.

Office Market

Conduct inventory of existing office space within trade area including specific developments, class, use, and occupancy.

Project potential for office space based on projected employment growth and supported with recent growth activity and permitting data.

Employment

We will provide labor and employment numbers using the most recently available data from the Bureau of Labor Statistics as well as County Business Patterns. This will be supplemented by current year estimates from Claritas, Inc. In addition, we will show 10-year projections for employment as available by the Mississippi Development Authority

In addition, we will generate an estimate for Pascagoula's daytime population. This will be a figure of Pascagoula's current year population, adjusted with the most recent employment figures available from County Business Patterns, or local resources, where available.

Healthcare Industry Assessment

We will provide a healthcare industry-specific assessment to help Pascagoula evaluate the potential for a new or expanded medical district.

Engage local medical industry representatives in Pascagoula to determine the potential for, infrastructure and services needed to support a medical district in Pascagoula.

Conduct comparable study of other medical districts in coastal Mississippi and other peer communities to determine potential impact to Pascagoula.

Provide employment, labor, and wage data for the healthcare industry as available from the Mississippi Development Authority and Mississippi Department of Employment Security. This will include 10-year employment projections for Pascagoula and the MSA.

Based on both quantitative and qualitative data, we will generate policy strategies to help Pascagoula meet the goals of a dedicated medical district as defined in the comprehensive plan.

Task 1.5: Initial Public Meeting

While the exact agenda will be determined with input from the Advisory Committee, this interactive evening forum conducted during the first visit to Pascagoula may feature the following components:

- Introduction of the Advisory Committee, other key representatives, and the Consultant Team
- Explanation of project purpose and process
- Identification of the community's challenges and opportunities by participants
- Identification of potential model communities by participants

Deliverables:

- GIS Existing Conditions Maps
 - Economic & Market Assessment
 - PowerPoint Presentation (Task1.5 meeting)
-

Task 2.0: Community Visioning

Although public input will be a key aspect of this project throughout the life of the planning process, Task 2.0 will feature one of the major early efforts to solicit meaningful participation from stakeholders and the general community. As with all meetings associated with this project, the City will schedule and arrange all meetings. The project team will conduct the following Tasks 2.1 and 2.2 as a part of the same site visit for Task 1.0. Tasks 2.3 and 2.4 will occur afterwards.

Task 2.1: Key Person Interviews

Up to ten (10) key person interviews will be conducted. One or more Consultant Team members will interview one (1) to three (3) key individuals at a time. Interviewees will include political, business and institutional leaders in the community. These individuals will be identified by the Advisory Committee and will include, in particular, those who will shape the plan's ultimate adoption and implementation.

Task 2.2: Stakeholder Focus Group Meetings

The Project Advisory Committee will identify key stakeholders who can provide useful information and perspectives on the various issues affecting the community. Up to five (5) meetings with various stakeholder groups will be conducted by key members of the Consultant Team, with each meeting including approximately ten (10) individuals having a common interest in Pascagoula and the Comprehensive Plan. Each meeting will last approximately one hour, and examples of potential stakeholder groups might include the following:

- Residents

- Property owners, developers, and real estate professionals
- Business owners/operators and economic development representatives
- Public officials (including elected officials and relevant City department heads)

Task 2.3: Build-Out Scenario

Based upon the City’s existing land use and development policies, particularly zoning, a map will be created to illustrate a future build out scenario. There will also be supporting narrative and graphics to project future conditions under current policies.

Task 2.4: Planning Principles

Based upon a combination of best practices for comprehensive planning and the public input obtained in Task 2.0, the Consultant Team will draft a set of Planning Principles to guide the subsequent planning effort. Valid planning principles will be carried forward from the current plan. The draft will be reviewed by the Advisory Committee and edited by the Consultant Team. Public input on the principles will also be solicited.

Deliverables:

- Build-Out Scenario
- Planning Principles

Task 3.0: Concept Plan Development

Task 3.0 offers the single greatest opportunities for meaningful hands-on involvement in the planning process for Pascagoula’s stakeholders, including the Advisory Committee, City representatives, other public officials, business and property owners, and the public in general. The goal of the input process is to provide a forum for the public and to achieve a consensus on the future of the community. The most tangible outcome will be the Concept Plan upon which the balance of the comprehensive plan will ultimately be based. Two alternatives are proposed for Task 3.0. The specific method will be determined during Tasks 1.0 and 2.0.

Concept Plan Development Alternative 1 – Traditional Charrette

This four (4) day task will require strong teamwork between the Consultant Team and City, as the City will recruit and schedule all public participants with the guidance of the Consultant Team. The following sub-tasks will occur:

Task 3.1: Studio Set-Up & Follow-Up Field Work (Day 1 - morning and afternoon)

In addition to setting up the work studio space for the Consultant Team (location to be determined), this task will give Consultant Team members another opportunity to build on

previous impressions of the community gained during Task 1.0. In particular, examples of land use and development forms in Pascagoula that “work” and “don’t work” will be identified. Also, any field information not previously obtained, but since recognized as necessary, can be gathered during this task.

Task 3.2: Public Workshop (Day 1 - evening)

Prior to Task 3.0, the City will recruit participants to be involved in the Public Workshop. Participants should be key stakeholders representing a variety of interests in Pascagoula. Among the stakeholders, the Advisory Committee (if established) should be well-represented. The Consultant Team and Public Workshop participants will gather at the charrette facility and achieve the following over a roughly two-hour period:

Workshop Orientation

The Project Team will present:

- Workshop Purpose & Overview
- Background Research Findings (including the market assessment and “build out scenario”)
- Public Input Results & Planning Principles
- Workshop “Ground Rules”

Planning Session

Following the workshop orientation, participants will be split into teams of approximately ten (10) members each, and each team will create its own conceptual vision plan for Pascagoula. Consultant Team members will be available to guide each team through their planning process. The conceptual vision plans will be created on “existing conditions” base maps with the help of colored markers coded to particular land uses, forms and planning issues.

Workshop Team Presentations & Wrap-Up

Following the completion of the Planning Session, the Workshop Teams will reassemble into a single group and one or more members of each team will briefly present their plans for Pascagoula. After each presentation, there will be a brief amount of time for questions and comments. Following the Workshop Team presentations, the Consultant Team will conclude the evening by identifying common elements between the various ideas, and suggest how those ideas might be combined to form the basis for the Concept Plan that the Consultant Team members will produce as a prelude to the ultimate Comprehensive Plan.

Task 3.3: Concept Plan Development (Days 2-4)

Based upon the Task 1.0 research and findings, the Task 2.0 visioning process, and the results of the Day 1 Public Workshop, the Consultant Team will develop the Concept Plan. It will include

an illustrated plan map and schematic diagrams (to the extent that time allows). Although it will not cover the full range of details that the subsequent Comprehensive Plan document will consider, the Concept Plan will address:

- Natural and historic resources
- Land uses
- Location, density, form and character of development
- Mobility (vehicular, pedestrian, cycling, etc.)
- Public spaces
- Linkages between key destinations
- Economic development

During Day 2, the Project Team will meet with the Project Advisory Committee and/ or City staff to receive feedback on the work accomplished up to this point of Task 3.0. This meeting will serve as a critical juncture for the direction that the plan will follow and the duration of the charrette work.

Task 3.4: Concept Plan Presentation (Day 4 - evening)

Similar to the Task 1.5 public “kick-off” meeting, this evening meeting will be widely- publicized to encourage a strong turn-out from the community and it will include the following components:

- Opening Comments & Project Methodology
- Overview of Existing Conditions
- Public Input Results & Planning Principles
- Presentation of the Concept Plan

The majority of time will be dedicated to the Concept Plan, as opposed to the background information. Because of the importance of public interaction, a generous amount of time will also be provided for an open discussion.

Deliverables:

- Concept Plan graphics
- PowerPoint Presentation (Task 3.4)

Concept Plan Development Alternative 2 – Series of Focus Area Meetings

This four (4) day task will require strong teamwork between the Consultant Team and City, as the City will recruit and schedule all public participants with the guidance of the Consultant Team. The following sub-tasks will occur:

Task 3.1: Studio Set-Up & Follow-Up Field Work (Day 1 - morning and afternoon)

In addition to setting up the work studio space for the Consultant Team (location to be determined), this task will give Consultant Team members another opportunity to build on previous impressions of the community gained during Task 1.0. In particular, examples of land use and development forms in Pascagoula that “work” and “don’t work” will be identified. Also, any field information not previously obtained, but since recognized as necessary, can be gathered during this task.

Task 3.2: Public Workshops (Day 1, 2, 3 - evening)

Prior to Task 3.0, the City will recruit participants to be involved in the Public Workshops by focus area. Participants should be key stakeholders representing a variety of interests in Pascagoula. Among the stakeholders, the Advisory Committee should be well-represented. The Consultant Team and Public Workshop participants will gather at the meeting facility and achieve the following over a roughly two-hour period:

The Project Team will present:

- Background and Discovery Research Findings (including the market assessment and “build out scenario”)
- Review of Planning Principles
- Facilitated Discussions (Issues and opportunities facilitated from a specific set of questions)
- Reporting of Discussion Results by Focal Area

Task 3.3: Concept Plan Development (Days 2-4)

Based upon the Task 1.0 research and findings, the Task 2.0 visioning process, and the rolling results of the public workshops, the consultant team will begin developing the concept plan during days 1,2, 3 and 4. It will include an illustrated plan map and schematic diagrams (to the extent that time allows). Although it will not cover the full range of details that the subsequent Comprehensive Plan document will consider, the concept plan will address:

- Natural and historic resources
- Development Types based on Location, density, form and character of development
- Special Opportunity Areas Including medically oriented development
- Mobility (vehicular, pedestrian, cycling, etc.)
- Public spaces
- Linkages between key destinations
- Economic development

Task 4.0: Draft Plan Preparation

Based upon the public's and Advisory Committee's/City's response to the draft Concept Plan presented during Task 3.0, a detailed draft plan will be prepared. The following plan components will be drafted:

Task 4.1: Discovery Section

This section will serve as a background report for the plan so readers understand the community's current situation. It will contain a series of maps, photographs and text to address the following general research topics as described previously in more detail in Task 1.0:

- Brief history of Pascagoula (emphasizing its development history)
- Physical conditions (natural and cultural resources, land use, densities/intensities, form and character, streets/mobility, infrastructure and utilities, public spaces, discernible areas/districts/corridors, etc.)
- Socio/economic conditions and future growth assumptions based upon the Task 1.4 economic and market assessment
- Public policies (2010 Comprehensive Plan, zoning, other previous plans and studies, etc.)

The topic of infrastructure and utilities will be based upon information to be provided by the City and will not include a detailed analysis. Instead, it will map existing utility service areas per Task 1.3, it will discuss in general terms existing conditions and capacities, and it will provide general suggestions for future improvements to existing facilities and future expansions of service areas.

Task 4.2: Plan Direction Section

This section of the plan will summarize the results of the various visioning efforts, particularly Tasks 2.0 and 3.0. It will describe the community's preferences identified through meetings, interviews, and other means. Photographs from the charrette will emphasize the hands-on nature of the process. Based on that input and "best practices" for comprehensive planning, the project's Planning Principles will be listed. Those principles will cover all of the basic topics that will serve as the basis for the various plan elements.

Task 4.3: Plan Section

This section will feature the overall Concept Plan map, supporting text, and any other useful graphics.

Using the selected growth scenario per Task 4.3 as the foundation, this primary plan section will address the following planning topics:

Task 4.3.1 Natural & Cultural Resources Conservation

This plan element will provide conservation recommendations for the following topics through maps, text and photographs:

- Natural Resources - steep slopes, wetlands, floodways, floodplains, etc. Recommendations for green infrastructure will also be included.
- Cultural Resources - historic districts (existing and potential), key individual sites/landmarks, libraries, museums, the arts, etc.

Task 4.3.2: Land Uses, Densities/Intensities, Form and Character

This key plan element will address the following subjects using maps, text and various graphics:

Graphically-Coded Land Plan map and supporting text to factor in land uses, densities/intensities, form and character for each district classification to serve as the basis for zoning

Form and Character recommendations that are location-specific (polygon intensity areas) and illustrated using photographs as an introduction to potential code revisions located later in the plan's Implementation section

Task 4.3.3 Transportation & Mobility

Pascagoula's growth, mobility and opportunities for walking, biking and other alternative modes of transportation will be balanced with the needs of motorized vehicles. In particular, the plan will include consideration of the following issues:

1. Consultation with MDOT, Jackson County and the City to determine previously-proposed projects that should be incorporated
2. Street layout and connectivity for both motorized and non-motorized traffic (to include a map of existing and proposed sidewalks and greenways)
3. Concepts to rebalance and "rightsized" streets utilizing flexibility in engineering and context-sensitive design
4. Street cross-section designs for key streets (up to 5) to enhance walkability, including "Complete Street" concepts
5. Access management and traffic calming opportunities
6. Potential gateways - locations and treatments (to include a map)
7. Multi-modal transportation opportunities (to the extent relevant)
8. Connectivity from neighborhoods to main community nodes

Although this task will include general information regarding current road capacities for traffic to the extent that such data is available, it will not include a detailed analysis of conditions or future traffic demand projections. Greenways, though also a form of transportation, will be addressed in Task 4.7 below.

Task 4.3.4: Public Space & Recreation

This plan section (to include a locating map) will address the following types of public spaces, both existing with potential for improvements and new spaces:

- Greenways - improvements to existing trails and expansion opportunities (including addressing the viability of potential “rails to trails” conversions)
- Parks - passive and active recreation
- Plazas and other urban spaces
- Venues for special events

This plan element will consider national per-capita standards for parks and recreation facilities, such as those provided by the National Park & Recreation Association (NPR), as well as citizen preferences as conveyed through the various public input opportunities for the project.

Task 4.3.5 Housing

This plan section will build upon the Task 1.4 Economic and Market Assessment to reiterate housing needs in Pascagoula and provide a general strategy for providing the variety of housing that is identified as being in need. This plan will not include an inventory of individual housing conditions, but it will address conditions in general terms, including some neighborhood-specific findings and recommendations.

Task 4.3.6: Economics

This plan section will address the following:

- Economic Development - an evaluation of existing businesses, a determination of desirable new business types and/or areas of expansion, and steps for achieving economic development objectives
- Build off of economic development strategies addressed in the 2008 Mississippi Main Street Resource Team visit including market research, 2010 Retail Market Analysis and any other relevant plans or data
- Identify economic development policies based on market.
- Pair market opportunities to available land uses.
- Recommend Incentive and recruitment strategies for mixed use, and housing uses.
- Create economic restructuring strategies including business recruitment, organization and promotion of the Pascagoula community.
- Recommend economic development strategies to solidify and grow a potential medical district in Pascagoula.

Task 4.3.7 Utilities & Storm Water Infrastructure

This task will broadly access and set out the infrastructure required to support the plan.

Task 4.3.8 Plan Implementation

The following key implementation issues will be addressed:

- Policy Revisions - identification of any key policy revisions necessary to implement the plan, such as zoning and development standards (including transect applications, if deemed desirable)
- Key Capital Projects - a summary of major transportation and public facility projects
- Implementation Matrix - to summarize each key recommendation of the plan organized by issue category, page number references within the plan for more detail, responsible parties (City, County, private sector, etc.), and suggested sequencing within a general timeframe (short-term, mid-term, long-term)

There will also be an appendices section of the plan that includes supplemental materials.

Deliverable:

- PDF of Draft Comprehensive Plan
-

Task 5.0: Plan Presentations & Revisions

Following sufficient time for the City's and Advisory Committee's review, key members of the Consultant Team will present the draft plan in a public forum as part of a one (1) day trip to Pascagoula. A separate presentation on the same trip can be made to specific entities, such as the City Council and/or Planning Commission. Based upon a review of the draft plan by the Advisory Committee and City, input from the public presentations, and the City's submission of a single "red-lined" copy (serving as a composite of all comments) back to the Consultant Team for any necessary revisions, the draft plan will be revised and submitted as a final document for adoption.

Deliverables:

- PowerPoint presentation
 - Electronic copy of the plan
 - Digital copies of all key plan components (graphics, maps, etc.)
-

CITY'S ROLE IN THE PROJECT

In addition to any other specific roles of the City already described above, they will be responsible for the following:

Meetings – The City will be responsible for organizing all meetings between the Consultant Team and the public, City officials or other project stakeholders, with the exception of small one-on-one type

meetings that the Consultant Team members might initiate on their own. Such organization of meetings includes advertising and/or soliciting participation, sending out invitations, arranging for meeting venues, and similar logistical support related to meetings.

Draft Plan Reviews – The City will be responsible for providing the Consultant Team with a single “red lined” composite of all edits to the draft plan. This composite will be created by City staff reviewing all written comments provided by project Advisory committee members and others so that conflicting comments can be resolved by the City prior to providing the composite comments to the Consultant Team.

PROJECTED SCHEDULE

The project is proposed to begin in the May of 2016 and be completed by May Of 2017.

Proposed Tasks	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Task 1.0: Project Kick-Off & Discovery Research	■	■	■									
Task 2.0: Community Visioning			■	■								
Task 3.0: Concept Plan Development				■	■	■						
Task 4.0: Draft Plan Preparation						■	■	■	■	■		
Task 5.0: Plan Presentations & Revisions										■	■	■

PROPOSED BUDGET

The Pascagoula Comprehensive Plan Update project is proposed to be completed for a total cost not to exceed \$146,500 including expenses.

OPTIONAL ADDENDUM 1

Revision of Urban Renewal Plan – At the City’s option, the Urban Renewal Plan for Pascagoula may be updated through a separate addendum to this scope of services once services required are determined.

PROPOSED TEAM

The project will be led by Orion Planning+Design. Project team members will include the City of Pascagoula, Alta Planning, Arnett-Muldrow and Weir Boehner Architecture.

Councilman Tadlock made a motion to approve a contract with Orion Planning + Design for an updated Comprehensive Plan as recommended and authorize the City Manager to execute

the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The next item for consideration was a request to approve the addition of one new Lieutenant's position for the Police Department as recommended by Police Chief Kenny Johnson. Chief Johnson advised this new position would oversee the Professional Standards Division, and it would eliminate one Sergeant's position with no increase in personnel.

Additional information is spread on the minutes:



Pascagoula Police Department

P.O. Drawer 385, Pascagoula, MS 39568-1385 VOICE: 228-762-2211 FAX: 228-938-6745

Kenny Johnson, Chief of Police

Date: February 18, 2016
To: Joe Huffman, City Manager
From: Kenny Johnson, Chief of Police
Subject: Professional Standard Division

With the national media and special interest groups ready to attack at the slightest appearance of police wrong doing, our efforts in recruiting, training and strict adherence to best practice policies and procedures are as important today as our crime suppression mission. We must ensure that biased based practices and excessive force do not exist within the ranks of our department and be prepared to prove it.

In our continuing efforts to make the Pascagoula Police Department more efficient and effective, I am recommending that a new division be created that encompasses recruiting, training, accreditation, and Internal Affairs. The three officers that handle these duties are currently assigned to different divisions.

Currently the CID Supervisor, a Lieutenant position, not only directs the day-to-day activities of the Investigation Division, he is also responsible for investigating all arrests involving the use of force, as well as all vehicle pursuits and citizen complaints.

The Training Officer, a Patrolman position, is responsible for recruiting, pre-employment screening and coordinating all training activities within the department.

The Accreditation Officer, a Sergeant position, manages all of the agency's national accreditation efforts, including the general orders manual, conducting audits and gathering proofs of the police department's adherence to national standards and best practices.

These three positions operate with the same goal, which is to make the Pascagoula Police Department the best agency in the Southeast United States. Until now, these three positions operated independently of each other, even though their missions are similar and interlinked. I am proposing that these three independent positions be molded into a single, autonomous division. This division will be named the Professional Standards Division. These officers will be able to cross-train into the other two fields so that in the event of an increase workload, in any area, the other two officers will be able to



"To protect and serve"



Pascagoula Police Department

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Kenny Johnson, Chief of Police

assist. This will be especially helpful during times of pre-employment testing, promotional exams, and accreditation assessments.

The daily workload on the CID Lieutenant has increased dramatically since we have begun conducting comprehensive reviews of the use-of-force arrests, vehicular pursuits, and citizen complaints. Not only are these reviews conducted, but annual reports are compiled showing statistics and trends. These investigations and reports take an enormous amount of time to conduct and compile. A second problem that is caused by the CID Lieutenant performing dual roles is that one role, CID Supervisor, is in the Special Operations Chain of Command and the use-of-force, pursuit, and complaint reviews are in the Administrative Division Chain of Command. This essentially gives the CID Lieutenant two different supervisors. To remedy these issues and ensure that sufficient time is allowed to conduct both jobs effectively, I respectfully request the approval of an additional position of Lieutenant, above our authorized strength of seven. This will not be an increase in personnel since we would simply elevate one of our current Sergeants to the rank of Lieutenant. I believe that this new division should be led by an experienced, supervisory-level officer because of the sensitive nature of some of the responsibilities with which this group will be tasked. I also believe that this division will be the driving force that pushes the Pascagoula Police Department to the next level of effectiveness, efficiency, and professionalism.

Respectfully,

Kenny Johnson
Chief of Police



"To protect and serve"

Councilwoman Simkins made a motion to approve the request of Police Chief Kenny Johnson for the addition of one new Lieutenant's position for the Police Department as recommended. The motion was seconded by Councilman Jackson and received the following

vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

Eddie Williams, City Attorney, provided the Council with a map indicating two parcels which the property owner would like to donate to the City of Pascagoula. Mr. Williams stated this was information only and no official action was needed tonight.

Mr. Williams also commented on a proposed referendum for a prepared food tax and stated the Council would need to adopt a Resolution on March 15, 2016, calling for a special election in May in order to meet deadline requirements for publication notices. Councilman Tipton stated that an interest group would like to meet with the Council in a work session prior to the meeting on March 15, 2016, to discuss this referendum. The Council agreed to recess to Thursday, March 10, 2016, at 4:00 p.m.

The next item for consideration was an Order for the docket of claims for March 1, 2016, as follows:

ORDER

WHEREAS, the attached docket of claims for the period of February 12, 2016, through February 26, 2016, has been presented to the City Council for allowance and approval.

WHEREAS, it appears that all of said claims are proper and should be allowed;

NOW, THEREFORE, IT IS ORDERED that all claims shown on said dockets are hereby allowed and approved for payment.

The above Order was introduced by Councilman Hill, seconded for adoption by Councilman Tadlock, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Order adopted on the 1st day of March, 2016.

Councilman Tipton urged everyone not to throw litter on our streets and highways.

There being no further business to come before the Council at this time, Councilman Tadlock made a motion to recess until Thursday, March 10, 2016, at 4:00 p.m. to transact such business as may lawfully come before the Council. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE".

The meeting ended at 6:52 p.m.

APPROVED:

Harry J. Blevins, Mayor

ATTEST:

Brenda J. Reed, Asst. City Clerk