

ADDENDUM ONE

There shall be a charge assessed for auto logs and responses. Autologs are false alarms or test signals. Responses are when the police are dispatched upon an alarm. As the number of each cannot be predetermined, the prior twelve months shall be counted and billed for those signals on the next annual invoice.

Autolog rate: \$0.50 each
Response rate \$1.00 each

Customer _____ Date _____

Gulf Coast Communications & Security Systems, Inc.

Company Michael Shouse Date 8/9/12

Gulf Coast Communications
PO Box 5873
Vancleave, MS 39565
228-217-1934

Invoice

Date 1/2/2012
Invoice # 777

Bill To
City of Gautier
PO Box 670
Gautier, MS 39553-0670
Attn: Accounts Payable

Ship To

P.O. # City Park
Terms Net 30

Ship Date 1/2/2012
Due Date 2/1/2012
Other

Item	Description	Qty	Price	Amount
Monthly Monit...	Cen-Signal Monthly Monitoring December 14, 2011 thru December 14, 2012	12	15.00	180.00T
Autologs	Autologs	55	0.50	27.50T
Responses	Responses	18	1.00	18.00T

Thank you for your business!

Please include your invoice number on your check.

Gulf Coast Communications
michaelshouse@hughes.net

228-217-1934

Subtotal	\$225.50
Sales Tax (0.0%)	\$0.00
Total	\$225.50
Payments/Credits	\$0.00
Balance Due	\$225.50



**GULF COAST COMMUNICATIONS
& SECURITY SYSTEMS**

P.O. Box 5873
Vanceave, Mississippi 39565
228-217-1934
michaelshouse@hughes.net



ALARM MONITORING AGREEMENT

THIS AGREEMENT is entered into this 9th day of August 2012, by and between:

CUSTOMER: CITY OF GAUTIER
 SERVICE ADDRESS: BACOT PARK - 2300 LADNIER Rd.
 CITY: GAUTIER STATE: MS ZIP: 39553
 TELEPHONE NUMBER: (Home) 228-497-8000 (Work) 228-497-3518
 BILLING ADDRESS: P.O. BOX 670
 CITY: GAUTIER STATE: MS ZIP: 39553
 TELEPHONE NUMBER: (Home) _____ (Work) _____
 SERVICE STARTING DATE: OCTOBER 10, 1999
 DESCRIPTION OF SECURITY SYSTEM: HONEYWELL FBI XL2T & ASSC. EQUIP.
 THE MONTHLY MONITORING FEE IS \$ 15.00 + TAX TO BE BILLED Monthly Quarterly Annually

THE AGREEMENT SET FORTH ON THE FOREGOING PAGE INCLUDES THE TERMS AND CONDITIONS BELOW. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

- TERM.** The term of this Agreement will be for an initial term of _____ months from the date the monitoring service begins and will be automatically renewed upon the expiration of the initial period and each renewal period for an additional _____ years unless either party notifies the other in writing of its intent to terminate this Agreement at least ninety (90) days prior to the end of the initial term or any renewal term, as the case may be.
- MONITORING SERVICES.** Monitoring of the System owned by Customer at the Premises may be provided by an independent monitoring facility (the "Monitoring Facility") selected by Company. Monitoring service consists of the receipt, analysis and response to signals from the System. All monitoring may be discontinued any time charges are unpaid for the System or Company personnel are harassed. Written notice by U.S. mail, postage prepaid, to the billing address will be deemed sufficient notice of discontinuation. Customer consents to the tape recording of all telecommunications between Customers Premises and the Company's offices and the Monitoring Facility. Upon receipt of an alarm signal from the Premises of Customer, Company will make every reasonable effort to promptly notify the police, fire department or paramedics unit having jurisdiction or other persons or entities designated by Customer in the Emergency Information Instructions provided to Company. COMPANY MAY, IN ITS SOLE DISCRETION, ELECT NOT TO NOTIFY THE POLICE OR FIRE DEPARTMENT OR OTHERS IF COMPANY HAS REASONABLE CAUSE TO BELIEVE THAT AN EMERGENCY CONDITION DOES NOT EXIST.
- INCREASES IN MONITORING RATE.** Company reserves the right to increase the Monitoring Rate for any renewal period by giving thirty (30) days written notice to Customer. Company will have the right, at any time, to increase the Monitoring Rate to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to Company by any governmental authority or the Monitoring Facility relating to the monitoring services, and Customer agrees to pay the same.
- TELEPHONE LINES.** Customer will pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines and jacks connecting Customers System to Company's Monitoring Facility. Customer acknowledges that the signals from Customers System are transmitted over Customers regular telephone service to Company's Monitoring Facility, and, in the event Customers telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Customers alarm System will not be received by Companies Monitoring Facility during any such interruption in telephone service and the interruption will not be known to Company. Customer further acknowledges and agrees that signals are transmitted over the telephone company lines which are wholly beyond the control and jurisdiction of the Company and are maintained and serviced by the applicable telephone company or utility.
- INTERRUPTION OF SERVICE.** Company assumes no liability for Interruption of Monitoring Service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other act, omission or abuse beyond the control of company.
- ALARM PERMITS.** Customer will apply, retain and pay for all licenses, permits, or other charges imposed by any governmental agency necessary for the installation and use of the System. Customer is responsible for investigating specific permits required by its local municipality, law enforcement agency or other appropriate jurisdictional body.
- FALSE ALARMS.** In the event of multiple false alarms caused by Customers carelessness, malicious action or accidental use of the alarm System, Company may, in its sole discretion, upon ten (10) days written notice to Customer, terminate this Agreement and the Monitoring Services. Company's excuse from performance will not affect its right to recover damages from Customer. In the event a fine, penalty or fee is assessed against Company by any governmental or municipal agency as a result of any alarm originating from Customers premises, Customer agrees to reimburse Company for any such amounts.

YOU agree to the Agreements and Understandings printed on the FRONT and acknowledge that YOU have read and understand them. SEE ATTACHED ADDENDUM

CUSTOMER:

 (Print Name)

 (Signature)

 (Date)

COMPANY:
GULF COAST Comm & SEC. SYS.
 (Print Name)
Michael Shouse
 (Signature)
8/9/12
 (Date)

ADDENDUM ONE

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Response rate \$1.00 each

Customer _____ Date _____

Gulf Coast Communications & Security Systems, Inc.

Company Michael Shouse Date 8/9/12

Gulf Coast Communications
PO Box 5873
Vanceleave, MS 39565
228-217-1934

Invoice

Date 1/2/2012
Invoice # 769

Bill To
City of Gautier
PO Box 670
Gautier, MS 39553-0670
Attn: Accounts Payable

Ship To

P.O. # Bacot Park
Terms Net 30

Ship Date 1/2/2012
Due Date 2/1/2012
Other

Item	Description	Qty	Price	Amount
Monthly Monit...	Cen-Signal Monthly Monitoring November 29, 2011 thru November 29, 2012	12	15.00	180.00T
Autologs	Autologs	38	0.50	19.00T
Responses	Responses	12	1.00	12.00T

Thank you for your business!

Please include your invoice number on your check.

Gulf Coast Communications
michaelhouse@hughes.net

228-217-1934

Subtotal	\$211.00
Sales Tax (0.0%)	\$0.00
Total	\$211.00
Payments/Credits	\$0.00
Balance Due	\$211.00

Motion was made by Councilman Gollott to table Business Item #7- Memorandum of Understanding and Intergovernmental Agreement with MS Department of Wildlife, Fisheries and Parks to assume the operating and maintenance of Shepard State Park until December 18, 2012. Motion seconded by Councilman Colledge and unanimously carried.

ABSENT: Hurley Ray Guillotte

**MEMORANDUM OF UNDERSTANDING
AND
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS
AND
THE CITY OF GAUTIER, MISSISSIPPI**

This Memorandum of Understanding is entered into between the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP), and the City of Gautier, Mississippi, (Gautier) concerning the operation and maintenance of Shepard State Park, and related facilities, located near Gautier, Mississippi.

WHEREAS, beginning in December of 1976, Mr. Horace A. Shepard conveyed certain tracts of land to the State of Mississippi, Afor the purpose of establishing a forest reserve, a public park, and a bird and other wildlife sanctuary.

WHEREAS, the State of Mississippi established Shepard State Park upon the lands conveyed from Mr. Horace A. Shepard.

WHEREAS, the original deeds transferring the lands of the Shepard State Park and Refuge contain a determinable fee contingency that should the State ever cease to operate the property as a Aforest reserve, a public park, and a bird and other wildlife sanctuary, the State would be divested of ownership and the property would pass to a third party.

WHEREAS, the City of Gautier, Mississippi has approached the MDWFP about taking over operation of Shepard State Park and possibly further developing the facilities at the park consistent with city plans for expansion, economic development and related purposes consistent with the restrictions contained in the original granting deeds.

WHEREAS, the Mississippi Commission on Wildlife, Fisheries, and Parks at their regular meeting of _____, 2012, stated its approval and acceptance of Gautier's proposal and authorized the Executive Director to execute any such agreement necessary to effect the transfer of the operation of Shepard State Park to the City of Gautier.

WHEREAS, The City of Gautier, at its regularly scheduled City Council meeting of _____, 2012, authorized its City Manager to enter into and execute any such agreement as may be necessary to effect the transfer of operation of Shepard State park to the City of Gautier.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

RESPONSIBILITIES OF THE CITY OF GAUTIER:

The City of Gautier will operate Shepard State park in a manner consistent with its current operations as a Aforest reserve, a public park, and a bird and other wildlife sanctuary.

The City of Gautier assures that it has or will employ personnel qualified to operate and maintain the park in as good or better condition as it is at present. The City of Gautier further assures that it will continue to operate the park as a park, and as a bird and wildlife sanctuary/refuge.

The City of Gautier agrees that it will continue to operate and maintain those facilities constructed with funds from the Land and Water Conservation Fund grants in a manner consistent with the rules and regulations applicable thereto, to include, but not be limited to, making application, with the assistance of the MDWFP, to become a Substitute Sponsor under the LWCF grants.

RESPONSIBILITIES OF THE MDWFP:

The MDWFP will provide technical assistance to the City of Gautier in the management of the park as a bird and wildlife sanctuary/refuge, to include, but not be limited to:

Technical assistance with preserving and maintaining critical wildlife habitat;

Technical assistance with preserving and maintaining certain marine and/or estuarine ecosystems

Technical maintenance of all timber and timber management - this item recognizes that all standing timber on Shepard State Park belongs to the MDWFP. Timber resources shall be managed according to MDWFP timber management policies. Should the City of Gautier wish to develop any part of the park, the City shall obtain the MDWFP's prior approval and assistance, and any timber to be removed shall be removed by the MDWFP. All income derived from timber management practices of the MDWFP shall be shared equally by and between the MDWFP and the City of Gautier (50% each).

Income generated by or derived from public use of the park such as gate fees, user fees, special event fees, etc., shall belong to the City of Gautier.

To the extent allowed under state purchasing laws and regulations, the MDWFP will make available to the City of Gautier such equipment and facilities as the City may need to operate and maintain the park. This shall include, but not be limited to those structures constructed and standing on the park grounds, as well as those certain items of equipment or other

inventory set forth on the inventory schedule attached hereto as Exhibit A.

The MDWFP will provide technical guidance and assistance to the City in its application to become a substitute sponsor under the LWCF grant(s).

OTHER PROVISIONS:

The parties agree that they will execute any such other and further agreements as may be necessary for the City to operate, manage and maintain the Park.

The City of Gautier shall have the right to make an offer or offers of employment to any current employees of the MDWFP presently working at Shepard State Park. In the event any employees choose to change their employment to the City of Gautier, the MDWFP shall work with the City to make the transition seamless so as to prevent any loss of or gap in benefits, etc.

Either party to this agreement may terminate the agreement upon 90 days written notice.

ASSURANCES:

The City of Gautier assures the MDWFP that its operation, management and maintenance of the park shall comply with all applicable laws, regulations and rules, including but not limited to equal employment opportunity laws, nondiscrimination laws and the rules and regulations of the United States Department of Interior, National Park Service.

IT IS THE INTENT OF THE PARTIES HERETO, that this agreement shall survive in perpetuity and be binding upon successive city government administrations and commissions of Wildlife, Fisheries and Parks, and/or each party's successors or assigns, to the extent allowed by law.

SO AGREED and executed, this the _____ day of _____, 2012.

CITY OF GAUTIER

**MISSISSIPPI DEPARTMENT OF WILDLIFE,
FISHERIES, AND PARKS**

Honorable
City Manager

Sam Polles, Ph.D.
Executive Director



MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS
 FY 11 and FY 12 Revenue and Expenses

Revised: 03/20/12

REVENUE

01 Entrance/Day Use	\$12,356.79
02 Museum-Adult	\$0.00
03 Museum-Youth	\$0.00
04 Villas	\$0.00
05 Cabin-Daily	\$0.00
06 Cabin-Monthly	\$0.00
07 Motel	\$0.00
08 Camping-Regular	\$168,415.00
09 Camping-SC/DA	\$0.00
10 Camping-Primitive	\$0.00
11 Marina Slips	\$2,274.45
12 Group Camp	\$13.91
13 Lodge/Buildings/Pavilion	\$600.00
14 Boat Rentals	\$0.00
15 Recreational Facilities	\$0.00
16 Storage,Camp/Boat	\$0.00
17 Camping-Monthly	\$0.00
18 Camping Groups	\$4,786.00
19 Daily Activity Pass	\$0.00
20 Swimming-Monthly Pass	\$0.00
21 Swimming-Adult	\$0.00
22 Swimming-Youth	\$0.00
23 Swimming-Groups	\$0.00
24 Recreation Equipment	\$90.00
25 Washer/Dryer	\$0.00
26 Tournaments	\$567.00
27 Boat Launch Fish	\$0.00
28 Boat Launch Ski	\$14.00
29 Boat Launch SC/DA	\$6.00
30 Annual Launch Fish	\$0.00
31 Annual Launch Ski	\$0.00
32 Annual Launch SC/DA	\$0.00
33 Fish fees	\$0.00
34 Fish fees, SC/DA	\$0.00
35 Annual Fishing Permit	\$32.00
36 Washer/Dryer Lease Com	\$0.00
37 Machine Amusement	\$0.00
38 Vending	\$0.00
39 Agent Fees (Hunt/Fish)	\$258.75
40 Merch	\$0.00
41 Concessions	\$0.00
42 Souvenirs	\$728.75
43 Firewood	\$77.00
44 By-Products	\$0.00
45 Other	\$0.00
46 Cash Over/Short	\$0.00
ALS revenue subtotal	\$187,156.89
PAID REVENUE	
OWH MUSEUM FEES	
FEDERAL GRANTS	\$644.00
INS ADJUSTMENTS & SETTLEMENTS	
REFUNDS	
RENT OF STATE PROPERTY	
SALE OF SUPPLIES & OUTSIDE ST	
SALE OF PERSONAL PROPERTY	
TICKET SALES	
TOTAL REVENUE	\$187,799.89
EXPENDITURES	
SALARIES	\$39,707.93