

**Tuesday  
January 15, 2013  
Gautier, Mississippi**

**BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Council of the City of Gautier, Mississippi was held January 15, 2013 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.**

**Those present were Mayor Fortenberry, Council Members Johnny Jones, Hurley Ray Guillotte, Gordon Gollott, Mary Martin, Scott Macfarland, Adam Colledge, City Manager Samantha Abell, City Clerk Cynthia Russell, City Attorney Robert Ramsay and other concerned citizens.**

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**AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
CITY HALL COUNCIL CHAMBERS  
January 15, 2013 @6:30 PM**

- I. Call to Order**
  - 1 Prayer**
  - 2 Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
  - 1 Office Closed on Monday, January 21, 2013 in observance of the birthdays Robert E. Lee and Martin Luther King**
  - 2 22<sup>nd</sup> Annual Gautier Mardi Gras Night Parade Saturday, February 2, 2013 at 7:00 PM**
- IV. Presentation Agenda**
  - 1 Arbor Day Proclamation presented to Susan Parol by Mayor Fortenberry**
  - 2 Financial Report by Teresa Montgomery, Finance Director**
- V. Public Agenda**
  - 1 Agenda Comments**

**VI. Business Agenda**

- 1 Consider Order approving Budget Amendments
- 2 Consider Order approving weekend contract worker for Shepard State Park
- 3 Consider Order approving funding for the South Mississippi Metro Enforcement Team
- 4 Consider Order approving legal consulting services
- 5 Consider Order appointing Chairperson for the Recreation Advisory Committee
- 6 Consider Order approving Docket of Claims

**VII. Consent Agenda (All items approved in one motion)**

- 1 Consider Order approving Minutes from Council Meetings held January 2, 2013
- 2 Consider Order approving Inter-Local agreement to use County voting machines for Municipal Election
- 3 Consider Order approving Public Works and Streets Departments surplus inventory
- 4 Consider Order approving the appointment of Jimmy Green to the Gautier Planning Commission

**STUDY AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
January 15, 2013**

- 1 Discuss Citizen Comments
- 2 Discuss Council Comments
- 3 Discuss City Manager Comments
- 4 Discuss Interim City Clerk Comments
- 5 Discuss City Attorney Comments

**Adjourn until February 5, 2013**

**[www.gautier-ms.gov](http://www.gautier-ms.gov)**

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**Motion was made by Mayor Fortenberry to add Gautier Choir to Presentation Agenda, Executive Session to discuss BP Spill and to approve the agenda order. Motion was seconded by Councilman Macfarland and unanimously carried.**

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There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**ORDER NUMBER 008-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Budget Amendments are hereby approved.

**IT IS FURTHER ORDERED** that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Mayor Fortenberry, seconded by Councilman Jones and the following vote was recorded:

**AYES:** Tommy Fortenberry  
Johnny Jones  
Hurley Ray Guillotte  
Gordon Gollott  
Mary Martin  
Scott Macfarland  
Adam Colledge

**NAYS:** None

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**PASSED AND ADOPTED** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 15, 2013.

FY 2013 BUDGET AMENDMENTS

**WATER AND SEWER UTILITY FUND: FUND 400**

<b>REVENUES</b>	<b>Budget</b>	<b>Amendment</b>	<b>New Budget</b>
Surplus Property	0.00	15,000.00	15,000.00
FEMA/MEMA Reimb	0.00	233,643.00	233,643.00
Transfer from General Fund	250,000.00	(21,399.00)	228,601.00
<b>EXPENDITURES</b>			
<b>WATER &amp; SEWER - ADMINISTRATION</b>			
Personnel Services	33,166.00	8,178.00	41,344.00
Supplies	0.00	12,000.00	12,000.00
Other Services and Charges	103,500.00	7,000.00	110,500.00
<b>WATER &amp; SEWER - OPERATION &amp; MAINTENANCE</b>			
Personnel Services	234,040.00	34,840.00	268,880.00
Supplies	42,500.00	324,997.00	367,497.00
Other Services and Charges	3,663,000.00	(490,800.00)	3,172,200.00
<b>OTHER</b>			
Transfer to General Fund	590,075.00	118,785.00	708,860.00
Fund Balance - Unappropriated		<u>212,244.00</u>	212,244.00
		0.00	

**GENERAL FUND: FUND 001**

<b>REVENUES</b>	<b>Budget</b>	<b>Amendment</b>	<b>New Budget</b>
Transfer from Enterprise Fund	590,075.00	118,785.00	708,860.00
<b>EXPENDITURES</b>			
<b>PUBLIC WORKS - ADMINISTRATION</b>			
Personnel Services	26,059.00	788.00	26,847.00
Supplies	950.00	(353.00)	597.00
Other Services and Charges	632.00	(535.00)	97.00
<b>PUBLIC WORKS - STREETS</b>			
Personnel Services	54,060.00	14,651.00	68,711.00
Supplies	6,700.00	47,330.00	54,030.00
Other Services and Charges	160,235.00	0.00	160,235.00
<b>PUBLIC WORKS - GENERAL MAINT</b>			
Personnel Services	114,766.00	63,603.00	178,369.00
Supplies	2,750.00	13,000.00	16,050.00
Other Services and Charges	250.00	1,700.00	1,650.00
<b>INTERFUND TRANSFERS</b>			
Transfer to Enterprise Fund	250,000.00	<u>(21,399.00)</u>	228,601.00
		0.00	

1) Reallocate Budget to fund Privatization payment and retained expenses per contract.

2) Budget-Allocate funds received for Hurricane Katrina and Isaac.

FY 2013 BUDGET AMENDMENTS

**SOLID WASTE FUND: FUND 404**

**REVENUES**

FEMA/MEMA Reimbursement	0.00	39,696.90	39,696.90
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**EXPENDITURES**

**PUBLIC WORKS - SANITATION**

Personnel Services	6,542.00	1,122.00	7,664.00
Supplies	2,200.00	1,536.00	3,736.00
Other Services and Charges	920.00	3,630.00	4,550.00
Transfer to Other Funds	339,877.00	8,950.00	348,827.00

**SOLID WASTE COLLECTION**

Other Services and Charges	1,028,000.00	16,928.90	1,044,928.90
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Fund Balance - Unappropriated	0.00	7,530.00	7,530.00
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0.00

*Budget - Allocate reimbursement for Hurricane Isaac.*

**GENERAL FUND: FUND 001**

**REVENUES**

Municipal Surplus	7,000.00	2,300.00	9,300.00
Surplus Property	0.00	1,781.00	1,781.00
FEMA/MEMA Reimb	0.00	13,120.00	13,120.00
Transfer from Solid Waste Fund	289,877.00	8,950.00	298,827.00

**EXPENDITURES**

**CITY CLERK**

Personnel Services	416,007.00	(25,855.00)	390,152.00
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**EXPENDITURES**

**Economic Dev-Planning**

Personnel Services	487,085.00	66,163.40	553,248.40
Supplies	23,500.00	(5,000.00)	18,500.00
Other Services and Charges	112,600.00	(9,157.40)	103,442.60

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0.00

*Allocate additional revenue and reallocate budgeted salaries to fund Cultural Services Division.*

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**ORDER NUMBER 009-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the employment contract between the City of Gautier and Alicia Johnson to manage Shepard State Park on weekends and holidays effective January 28, 2013 is hereby approved.

**IT IS FURTHER ORDERED** that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Gollott, seconded by Councilman Guillotte and the following vote was recorded:

**AYES:** Tommy Fortenberry  
Johnny Jones  
Hurley Ray Guillotte  
Gordon Gollott  
Mary Martin  
Scott Macfarland  
Adam Colledge

**NAYS:** None

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**PASSED AND ADOPTED** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 15, 2013.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Jason Pugh, Human Resources Director  
**Date:** January 7<sup>th</sup>, 2013  
**Subject:** Contract Worker for Shepard State Park

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**REQUEST:**

The Human Resources Department requests that the Gautier City Council consider approving an employment contract with Alicia Johnson to manage Shepard State Park on weekends and holidays.

**BACKGROUND:**

The City of Gautier will take responsibility for Shepard State Park on January 28<sup>th</sup>, 2013. Parks and Recreation staff will operate within the park during normal business hours. However, personnel are needed to keep the park functioning on weekends and holidays.

**DISCUSSION:**

Weekends and holidays are expected to be some of the busiest times for activity at Shepard State Park. Personnel are needed to operate the park during these times. Alicia Johnson has worked at Shepard State Park in this capacity while it was under the control of the State of Mississippi and is familiar with the day to day functions. Mrs. Johnson would be responsible for collection of fees, bookkeeping, and other office duties on weekends and holidays and would directly report to the Cultural Services Department.

The contract fee will be paid from monies collected by the park.

**RECOMMENDATION:**

The Human Resources Department recommends that the Gautier City Council approve the attached employment contract.

**ATTACHMENT(S):**

Employment Contract

**CITY OF GAUTIER**  
**EMPLOYMENT CONTRACT**

This contract is made and entered into by and between the City of Gautier, Mississippi (hereinafter referred to as the City) and Alicia Johnson (hereinafter referred to as Contract Worker) for the professional service as defined in this agreement.

The City of Gautier hereby engages the services of the Contract Worker, and the Contract Worker hereby agrees to render those certain services described in Paragraph I, "Scope of Services", below.

- I. **Scope of Services:** The Contract Worker shall perform and render the following services:
  - A. General office duties at Shepard State Park to include bookkeeping, collection of fees, light janitorial duties and park monitoring.
  - B. Other duties as assigned at the direction of the Cultural Services Manager.
  
- II. **Period of Performance:** This Contract shall begin January 28<sup>th</sup>, 2013.
  
- III. **Consideration and Method of Payment:**
  - A. As consideration for the performance of this Contract, the Contract Worker shall be paid a fee of \$332.20 bi-weekly.
  - B. Work Schedule: Weekends while the park is open, Holidays and other days as needed at the direction of the Cultural Services Manager.
  
- IV. **Relationship of Parties:** It is expressly understood and agreed that the City of Gautier enters into this Contract with Contract Worker based on the purchase of services and not based on an employer-employee relationship.
  - A. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and is the gross sum due and payable to the Contract Worker. The City will not withhold taxes on wages earned by the Contract Worker but will furnish the Contract Worker with a 10-99 IRS Earnings Statement by January 31<sup>st</sup> of each year. Contract Worker shall not be eligible for any benefits including workers compensation insurance, paid holidays off, accrual of annual or sick leave, participation in the City's health insurance program or the Public Employees Retirement System.
  
- V. **Termination:** Either the City or the Contract Worker may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination.
  
- VI. **Ownership of Documents and Work Product:** All documents, notes, programs, books, databases (and all applications thereof), files, reports, studies, unfinished documents and/or

other materials collected or prepared by Contract Worker shall be owned by the City. The City reserves the rights to any and all information and/or materials collected on its behalf.

- VII. Records Retention and Access to Records:** Contract Worker shall maintain, and shall make available to the City or any state agency authorized to audit the City, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State or Federal Government has begun that is not completed at the end of the three (3) year period, or audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
- VIII. Modification or Amendment:** Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.
- IX. Assignment:** The Contract Worker may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of the City. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.
- X. Waiver:** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power thereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.
- XI. Indemnification:** Contract Worker agrees to indemnify, defend, save and hold harmless the City from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Contract Worker, its agents or employees in the performance of this Contract.
- XII. Governing Law and Legal Remedies:** This Contract shall be construed and governed in accordance with the laws of the State of Mississippi. The Contract Worker expressly agrees that under no circumstances shall the City be obligated to pay an attorney's fee or the cost of legal action to the Contract Worker.
- XIII. Severability:** If any term or provision of the Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- XIV. Disputes:** Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between a duly authorized representative of the City

and the Contract Worker. Should such negotiation fail to resolve any differences or disputes, the issue shall be submitted to litigation before a court of competent jurisdiction in Jackson County, State of Mississippi. Pending final decision of a dispute hereunder, the Contract worker shall proceed diligently with the performance of the duties and obligations of the Contract.

**XV. Compliance with Laws:** Contract Worker shall comply with all applicable laws, regulations policies and procedures of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that may affect the performance of services under the Contract. Specifically, but not limited to, Contract Worker shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the Contract because of race, creed, color, sex, age, national origin or disability.

**XVI. Special Terms and Conditions:** It is agreed and understood by each party to this Contract that there are no special terms or conditions applicable to this contractual agreement.

**XVII. Notice:** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

City of Gautier: Jason D. Pugh, Human Resources Director  
City of Gautier  
3330 Hwy. 90  
Gautier, MS 39553

Contract Worker: Alicia Johnson  
4711 Bronfair Avenue  
Pascagoula, MS 39581

**XVIII. Entire Agreement:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

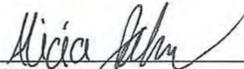
IN WITNESS WHEREOF, this contract has been entered into and executed by the parties hereto.

Witness our signatures this the 9<sup>th</sup> day or January, 2013.

City of Gautier

Contract Worker

\_\_\_\_\_  
Samantha D. Abell, City Manager

  
\_\_\_\_\_  
Alicia Johnson

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**ORDER NUMBER 010-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to pay invoice from the City of Pascagoula for initial funding for the South Mississippi Metro Enforcement Team is hereby approved. Inter-local Agreement for the creation of a Multi-Agency Narcotics Enforcement Team with the Cities of Pascagoula, Moss Point and Gautier was approved November 20, 2012.

**IT IS FURTHER ORDERED** that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Gollott, seconded by Councilwoman Martin and the following vote was recorded:

**AYES:** Tommy Fortenberry  
Johnny Jones  
Hurley Ray Guillotte  
Gordon Gollott  
Mary Martin  
Scott Macfarland  
Adam Colledge

**NAYS:** None

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**PASSED AND ADOPTED** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 15, 2013.



603 Watts Avenue  
 Pascagoula, MS 39567  
 Phone: 228-762-1020

# INVOICE

Invoice # 00001  
 January 7, 2013

Bill to:	Pay to:
City of Gautier 3330 Hwy. 90 Gautier, MS 39553 228-497-2486	City of Pascagoula 603 Watts Avenue Pascagoula, MS 39567 228-762-1020

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Required initial funding for the South Mississippi Metro Enforcement Team	\$10,000.00	\$10,000.00
SUBTOTAL			\$10000.00
SALES TAX			
SHIPPING & HANDLING			
TOTAL due			<b>\$10,000.00</b>

Make all checks payable to City of Pascagoula  
 If you have any questions concerning this invoice, contact Bobby Parker, Comptroller at 228-938-6716

**Thank you for your business!**

**INTER-LOCAL AGREEMENT FOR THE CREATION OF A MULTI-  
AGENCY NARCOTICS ENFORCEMENT TEAM FOR THE ENFORCEMENT OF  
THE UNIFORM CONTROLLED SUBSTANCES LAW IN THE CITIES  
OF PASCAGOULA, MOSS POINT AND GAUTIER, MISSISSIPPI;  
AND FOR RELATED PURPOSES**

1. **Parties:** Parties to this Agreement are the City of Pascagoula (Pascagoula), City of Moss Point (Moss Point), City of Gautier (Gautier) and their respective Police Departments (Agencies).
2. **Purpose:** The purpose of this Agreement is to create a Multi-Agency Narcotics Enforcement Team to foster and promote cooperation among the three Agencies to effect more comprehensive enforcement of the Uniform Controlled Substances Law, which is codified as Sections 41-29-101 et seq., of the Mississippi Code of 1972 (Law), as well as targeting drug trafficking organizations and to provide interdiction enforcement in the municipalities of the participating Agencies.
3. **Authority:** Each City that is signatory to this Agreement derives its authority to do so specifically from the provisions of Section 17-13-7 of the Mississippi Code of 1972, which permits the creation of Inter-Local Agreements to exercise "any power, authority or responsibility exercised or capable of being exercised by a local governmental unit of this State...".
4. **Enabling Statement:** There is hereby created the Southeast Mississippi Metropolitan Enforcement Team (MET) consisting of the three Agencies that are signatory hereto the same being the Police Departments of Pascagoula, Moss Point and Gautier.
5. **Effective Date:** The MET created by this Agreement shall become effective and operational within thirty (30) days after receipt of approval from the Attorney General of the State of Mississippi as provided in Section 17-13-11 of the Mississippi Code of 1972.
6. **Duration:** This Agreement shall be in effect for a period of one (1) year commencing November 20, 2012, and ending on November 19, 2013. This Agreement shall be renewed annually thereafter unless two or more of the parties hereto give written notice of their intent to withdraw from the Agreement. Such written notice must be presented to the respective governing authorities not less than thirty (30) days prior to the anniversary date of this Agreement.
7. **Administration:** The MET shall be administered by a Governing Board (Board) consisting of the Chiefs of Police (Chiefs) of the Agencies that are parties hereto. The Board shall establish policies for the operation of the MET, its funding, equipping and manning. The Board shall approve all purchases of materials and

signatory to this Agreement on or before the expiration of thirty (30) days from the end of each fiscal year that the MET is in existence. The City Clerk/Comptroller for Pascagoula shall maintain a current inventory of all equipment and assets acquired by the MET and shall include in this inventory a designation as to which City owns each item. All items of equipment and inventory acquired using funds generated by the operation of the MET shall be held by the City of Pascagoula for the mutual benefit of the three Agencies that are signatory hereto.

13. **Purchasing:** The MET shall abide by the purchasing laws of the State of Mississippi for all items to be acquired with MET funds.
14. **Termination:** Participation in the MET by any City or Agency may be terminated at any time by the passage of a resolution by the governing authorities indicating an intent to withdraw from the MET. Should two or more Cities elect to terminate participation in the MET, then at that time, the MET shall be dissolved and the assets that were acquired using MET funds (MET Assets) shall be distributed among the participating Cities as directed by the Board. All funds held on deposit in any accounts for the benefit of the MET at the time of the dissolution shall likewise be equally divided among the participants with the exception of any funds that are traceable as contributions directly from the treasuries of a participating City, which funds shall be refunded to that City forthwith. This determination shall be made by the Board at a final meeting thereof to preside over the distribution of MET Assets.
15. **Disclaimer:** It is not the intent of the parties hereto to create an independent or separate agency, or separate legal entity with any powers commensurate with the powers of the participating Cities. It is understood and agreed by all signatories hereto that the MET created by this document exists solely at the will and pleasure of the participating Cities, any one of which may terminate its participation as provided hereinabove.
16. **Inter-Agency Cooperation:** The Board shall see to it that their respective Agencies fully cooperate with the MET in accomplishing its mission to enforce the provisions of the Law by providing immediate backup when requested, logistical support as needed and any other form of support requested by the MET and reasonably available for its use. This inter-agency cooperation shall extend to any and all police agencies operating within the jurisdiction of the MET and the Board shall require such inter-agency cooperation with agencies outside the MET itself when necessary.
17. **Location:** The Board, at its first meeting, or as soon thereafter as possible, shall determine the location for the operation of the MET separate and apart from any of the three Agencies which are signatory to this Agreement. Expenses incurred in the procurement of such a location for the operation of the MET shall be the responsibility of the MET and shall be paid from funds generated by MET efforts. In the event that any of the Cities contributes initially to the procurement of the

equipment for the MET and shall also approve any disbursement of funds necessary for the operation of the MET. The Board shall meet monthly at a place and time set by the Board and at any other time the Board deems appropriate. A majority of the members of the Board shall constitute a quorum for voting purposes.

8. **Organization:** The parties agree that the Pascagoula Agency shall be designated the "Lead Agency" for the MET created pursuant to this Agreement. The parties also agree that the Pascagoula Police Chief shall have the initial authority to designate a MET Commander from his appointees to the MET. Subsequent, or replacement Commanders, shall be appointed by the Board.
9. **Personnel:** The Chief of the Pascagoula Agency shall appoint two of that Agency's officers to serve on the MET. One of those officers, as noted hereinabove, shall be deemed the "MET Commander". The second in command shall be selected by the Board. The Moss Point and Gautier Chiefs shall each appoint one member of their respective Agencies to serve as members of the MET. Each member of the MET shall be compensated by his or her respective Agency and shall remain on the payroll of the City by whom they are employed. The MET Commander shall have the authority to convene emergency meetings of the Board when necessary. The MET Commander shall prepare all agendas for all of the Board meetings including a docket of claims to be approved by the Board for purchases of materials and equipment and disbursement of funds for the operation of the MET. The MET Commander shall be responsible for any and all press releases and media contacts pertinent to MET activities.
10. **Disciplinary Procedures:** Should it become necessary to impose any type of discipline on any member of the MET, then it shall be the duty of the Chief of the Agency by whom such member is employed to impose such discipline. Should a majority of the Board consider that such discipline as imposed by the Chief is inadequate, or otherwise inappropriate, then in such event, by majority vote, the member of the MET who is the subject of such discipline may be removed therefrom.
11. **Equipment:** Each Agency shall furnish its designated officers with all equipment and supplies necessary for their effective functioning within the MET. An initial inventory of this equipment shall be made with the name of the Agency contributing the equipment being indicated thereon.
12. **Funding and Financial Management:** The Lead Agency shall be responsible for the financial management of all funds received from whatever source by the MET including, but not limited to, funds contributed directly by the Cities, grants, forfeitures, seizures, sales of confiscated assets, or donations from third parties. Pascagoula shall be the City which holds all of the assets for the benefit of the MET with the exception of any equipment that is supplied by the other Cities, which shall remain the property of those Cities. The City Clerk/Comptroller for Pascagoula shall account annually for all income received and expenditures made by and on behalf of the MET. This annual accounting shall be submitted to each City that is

location, then in such event, and as soon as may be practical, such City or Cities shall be reimbursed from the funds generated by the MET for these initial contributions.

18. **Miscellaneous:** For purposes of this Agreement, whenever the terms Chief, Chief of Police, or Chiefs, appears at any point in the text of the Agreement, such terms shall mean the Chiefs of Police of the Agencies who are signatory to this Agreement, or their respective designees.

Witness the signatures of the participating parties on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**City of Pascagoula**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

By: \_\_\_\_\_ Date \_\_\_\_\_  
Police Chief

**City of Gautier**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

By: \_\_\_\_\_ Date \_\_\_\_\_  
Police Chief

**City of Moss Point**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

By: \_\_\_\_\_ Date \_\_\_\_\_  
Police Chief

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**ORDER NUMBER 011-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager and Human Resources Director are hereby authorized to consult with law firm Heidelberg, Steinberger, Colmer and Burrow on employment issues at a rate of \$175.00 per hour for attorneys and \$85.00 per hour for paralegals.

**IT IS FURTHER ORDERED** that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Macfarland, seconded by Councilman Colledge and the following vote was recorded:

**AYES:** Tommy Fortenberry  
Johnny Jones  
Hurley Ray Guillotte  
Gordon Gollott  
Mary Martin  
Scott Macfarland  
Adam Colledge

**NAYS:** None

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**PASSED AND ADOPTED** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 15, 2013.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**ORDER NUMBER 012-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, hereby appoints Larry Dailey as Chairperson of the Recreation Advisory Committee. Term of appointment is one (1) year.

**IT IS FURTHER ORDERED** that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Mayor Fortenberry, seconded by Councilman Macfarland and the following vote was recorded:

**AYES:** Tommy Fortenberry  
Johnny Jones  
Hurley Ray Guillotte  
Gordon Gollott  
Mary Martin  
Scott Macfarland  
Adam Colledge

**NAYS:** None

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**PASSED AND ADOPTED** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 15, 2013.