



SPONSORSHIP ORDER AGREEMENT

| | |
|---------------|-----------|
| Contract Date | 10/2/2013 |
| Billing Code | |
| Contract ID | 11342 |

alternative airtime shall be made available during such contracted broadcast period, or at Total Traffic Network's option, Sponsor shall be given credit for the charge for each omitted report at the rate per sponsorship stipulated on the preceding pages of this Agreement.

IV. TERMINATION: EFFECT OF BREACH

A. Sponsor may not cancel this Agreement.

B. Total Traffic Network reserves the right to terminate this Agreement upon default by Agency of Sponsor in the payment of invoices upon one day's prior notice. Upon such termination, all charges for broadcasts completed hereunder shall immediately become due and payable. Upon such default, Agency or Sponsor's liability shall be: (a) to pay not only for broadcasts completed hereunder prior to termination by Total Traffic Network but for broadcasts to be completed thereafter under this Agreement less any fees collected by Total Traffic Network from another Agency or Sponsor who may purchase the sponsorship made available as a result of Agency or Sponsor's default; and (b) to pay any attorney and court costs incurred by Total Traffic Network in enforcing the provisions of this Agreement.

V. REPRESENTATION;

A. Sponsor, or Agency if Agency is entering this Agreement on behalf of Sponsor, has the requisite power and authority to enter into this Agreement and when duly executed by the such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization or similar laws or by other equitable principles of general application.

B. In accordance with paragraphs 49 and 50 of the United States Federal Communications Commission Report and Order No. FCC 07-217, neither party will discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated, and completed without regard to race or ethnicity.

VI. COMMERCIAL MATERIAL

A. Total Traffic Network will attempt to advise Agency or Sponsor if Agency or Sponsor's commercial material and scheduling instructions do not arrive 72 hours in advance of the broadcast date. If such instructions do not arrive at Total Traffic Network's address as shown on the preceding pages of this Agreement within 24 hours after Total Traffic Network has notified the Agency or Sponsor, Total Traffic Network may bill Agency or Sponsor for the commercial announcements reserved. It is the Sponsor's responsibility to supply copy during the term on the contract. Total Traffic Network shall not incur any liability for airing the most current copy in its possession. Total Traffic Network will use commercially reasonable efforts to broadcast material received from Agency or Sponsor despite late receipt. In the event of late receipt, Total Traffic Network cannot, however, guarantee acceptance of materials by all radio stations.

B. Sponsor agrees to indemnify Total Traffic Network against any and all claims, FCC penalties, actions or other losses resulting from the content of advertising copy aired, including but not limited to claims based on inaccurate, misleading, false or deceptive representations.

C. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, or labor disputes, Agency or Sponsor cannot provide commercial material prior to the scheduled broadcast hereunder, Agency or Sponsor shall not be liable to Total Traffic Network. In such event, Total Traffic Network shall suggest a reasonable substitute time period for broadcast of such announcements and Agency or Sponsor shall not unreasonably withhold agreement to such substitution. If no such substitute day and time period is mutually agreed upon, Total Traffic Network shall credit agency or Sponsor for the charges related to the announcements which failed to be broadcast at the rate per sponsorship stipulated on the preceding pages of this Agreement.

D. Commercial material provided by Agency or Sponsor is subject to Total Traffic Network's approval and radio stations may exercise a right to reject such material based on technical quality or content. Total Traffic Network shall have the right to



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substitute acceptable material at no penalty.

E. A request by Sponsor (denoted in the special instructions portion of this Agreement) not to broadcast Sponsor’s commercial announcement on controversial programming shall mean Total Traffic Network shall use its commercially reasonable efforts to ensure that commercial announcements are not broadcast on programming that is of an overt sexual nature, or is significantly political in nature. The parties agree that determining what is “controversial” is subjective and that Total Traffic Network shall have satisfied its obligation by making a good faith determination. If at any time, Sponsor believes that its sponsorships are being broadcast on controversial programming, it agrees to notify Total Traffic Network of such belief as promptly as practicable to enable Total Traffic Network to remedy such situation.

VII. FAILURE TO BROADCAST

Total Traffic Network shall not incur any liability if, due to a public emergency or necessity, force majeure, labor disputes, acts of God or any other cause, including mechanical or electrical breakdowns, there is an interruption or omission of any commercial announcement(s) contracted hereunder. Total Traffic Network may suggest a substitute time period for the broadcast of the interrupted or omitted announcement(s) and Agency or Sponsor shall not unreasonably withhold approval of such substitute time period.

VIII. GENERAL

- A. The provisions of this Agreement shall be binding upon any successor or merged company, or any successor in control of or any assign of any party hereto.
- B. The terms of this Agreement are confidential and Sponsor and/or Agency shall not disclose the contents herein, including rates, to any third party. This confidentiality shall survive termination and fulfillment of this Agreement.
- C. Rights and obligations of Sponsor hereunder may not be assigned without prior written consent of Total Traffic Network. Total Traffic Network may assign this Agreement to a related entity or purchaser of all or substantially all of its assets.
- D. This Agreement contains the entire agreement between the parties related to the subject matter herein contained and supersedes any and all prior written or oral understanding or agreements between the parties. No change or modification of any of its terms and provisions shall be effective against any party unless the same is in writing and duly signed and dated by said party; provided, however, that Total Traffic Network shall use commercially reasonable efforts to deliver sponsorships in accordance with modification forms as are customarily entered into in the ordinary course of business provided such modification forms are delivered to Total Traffic Network with reasonable notice as determined or directed by Total Traffic Network. For the avoidance of doubt, such modification forms shall apply solely to those sponsorships delivered a reasonable time period (as determined by Total Traffic Network) after the date such modification forms are received by Total Traffic Network.
- E. Failure by Total Traffic Network to enforce any provision of this Agreement shall not constitute a waiver of its rights under such provision or any other provision of this Agreement.
- F. This Agreement is independent of any other agreements between the parties which relate to matters outside the scope of this Agreement. Sponsor and/or Agency hereby expressly waive(s) any right of offset or similar right relating to any amount owed or owing under any other agreement between the parties.
- G. Total Traffic Network may have compensatory arrangements, monetary or otherwise, with certain third parties and agencies or their representatives, the terms of which are not set forth herein, and which may be related to this Agreement.
- H. If any provision of this Agreement requires notice, such notice shall be effective only upon Total Traffic Network’s receipt of written notice sent certified mail, return receipt to: Total Traffic Network, a division of Clear Channel Broadcasting, Inc., 125 West 55th Street, New York, NY, 10019, Attn: President of Sales with a courtesy copy (which shall not constitute notice) to the General Counsel at Clear Channel Media and Entertainment, 200 East Basse Road, San Antonio, TX, 78209.



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I. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to conflict of law principles. Any dispute, controversy or claim arising hereunder shall be finally settled by arbitration in New York County, New York in accordance with the Judicial Arbitration and Mediation Services (JAMS) Arbitration Rules and Procedures in effect on the date of the Agreement and judgment upon the award may be entered in any court having jurisdiction thereof.

J. This Agreement may be executed in counterparts, including via facsimile, each of which shall constitute an original, and all of which when taken together shall be considered one and the same agreement.

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

ORDER NUMBER 251-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to submit a Notice of Intent to the Mississippi Department of Archives and History (MDAH) to apply for a Certified Local Government (CLG) Grant for the category of Publications/Marketing prior to the November 1, 2013 deadline.

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 Vaughan, seconded by Councilwoman Martin and the following vote was recorded:

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 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 October 15, 2013.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants and Projects Manager
Through: Chandra Nicholson, Director of Economic Development and Planning
Date: October 7, 2013
Subject: Submission of Notice of Intent to Apply to the MS Dept. of Archives and History for Certified Local Government Grant funding- Publications/Marketing Category

REQUEST:

The Economic Development and Planning Department requests City Council authorization to submit a Notice of Intent to the Mississippi Department of Archives and History (MDAH) to apply for a Certified Local Government (CLG) Grant for the category of Publications/Marketing prior to the November 1, 2013 deadline.

BACKGROUND:

The Certified Local Government Program is a federal-state-local partnership that promotes historic preservation at the grassroots level and helps communities deal with preservation needs. CLG communities are eligible for annual matching grants to undertake preservation projects of importance to the community.

DISCUSSION:

Certified Local Government grant requests typically range from \$1,000 to \$10,000 and require a local match of at least 50%. The local match can be from cash and/or in-kind contributions. The full grant application is due on March 1, 2014. Certified Local Government Grants are reimbursement grants; no funds will be released until the project is complete, and all grant materials and financial reports have been submitted to MDAH.

The Economic Development and Planning Department recommends submitting an application for up to \$10,000 for the design and professional printing of the Historic Preservation Commission's historic sites brochure/map. It is anticipated that the required match can be obtained from one or more local businesses. The current brochure has 29 historic sites including antebellum homes, Indian Mounds, cemeteries, churches, and schools. Many visitors use these brochures for self-guided tours.

RECOMMENDATION:

The Economic Development and Planning Department staff recommends that City Council authorize submission of a Notice of Intent to MDAH by November 1, 2013. City Council may:

1. authorize submission of a Notice of Intent to apply for CLG Grant funding from MDAH as outlined above; or
2. authorize submission of a Notice of Intent to apply for CLG Grant funding from MDAH with changes; or
3. disapprove submission of a Notice of Intent to apply for Certified Local Government Grant funding from MDAH.

ATTACHMENT(S):

N/A

Motion was made by Councilman Vaughan to table Business Item #4 – Bid Advertisement for an Energy Services Contract until next scheduled Council Meeting November 5, 2013. Motion was seconded by Councilwoman Martin and unanimously carried.

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

ORDER NUMBER 252-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a loan agreement with M&M Bank in the amount of \$188,474.00 for seven (7) 2013 Dodge Chargers.

IT IS FURTHER ORDERED that the annual payments will be \$65,685.49 with an interest rate of 2.25% for three (3) years.

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 Vaughan, seconded by Councilwoman Martin and the following vote was recorded:

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 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 October 15, 2013.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: October 9th, 2013
Subject: Loan for Police Cars

REQUEST:

City Council authorization is requested for the City to enter into a loan agreement with M&M Bank in the amount of \$188,474.00 for seven (7) 2013 Dodge Chargers. This will be based on a 2.25% interest rate. The annual payments will be \$65,685.49 per year.

DISCUSSION

The purchase of these vehicles was discussed during the budget process. The initial expenditure will be offset by budgeted loan proceeds. The purchase was budgeted this way as a 3-year loan. This was done to minimize impact on the General Fund budget.

RECOMMENDATION:

Based on the interest rates from M&M Bank, City staff recommends that City Council authorize the loan in the amount of \$188,474.00.

FINANCIAL:

The cost of the vehicles will be funded out of fund 001-100-740 Police Department Vehicles.

ATTACHMENT(S):

M&M Bank and Hancock Bank interest rates.

Cindy Steen

From: Sherrill Edwards <sherrill.edwards@mandmbank.com>
Sent: Wednesday, October 09, 2013 2:37 PM
To: csteen@gautier-ms.gov
Subject: RE: Police cars

We will keep the same rate of 2.25%

Sherrill Edwards
Assistant Vice President
Merchants & Marine Bank
Gautier Branch
NMLS ID: 716715
BANK NMLS: 635768
228-934-1259 Phone
228-497-5087 Fax

From: Cindy Steen [<mailto:csteen@gautier-ms.gov>]
Sent: Wednesday, October 09, 2013 10:07 AM
To: Sherrill Edwards
Subject: Police cars

Sherrill,

O.K...price has changed on the loan amount I need an interest rate for a total cost of \$188,474.00.

Thanks so much...trying to get on agenda today.

Cindy