

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

ORDER NUMBER 274-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that names and resumes will be accepted for the appointment to the Jackson County Utility Authority Board at the November 19th Council Meeting.

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

Motion was made by Councilman Colledge, seconded by Councilman Guillotte 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 November 5, 2013.

LAW OFFICES OF
**HEIDELBERG STEINBERGER
COLMER & BURROW, P.A.**

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October 21, 2013

Mayor Gordon Gollott
City of Gautier
3330 Hwy. 90
Gautier, MS 39553

RE: Bob Stephens - Jackson County Utility Authority

Dear Mayor Gollott:

On behalf of the Jackson County Utility Authority, enclosed you will find a letter from Director Bob Stephens resigning from the Ocean Springs position on our Board. Mr. Stephens delivered this to us on October 21, 2013, and I suggest that is the day his resignation should be deemed affective.

On behalf of the Jackson County Utility Authority, and all of the Directors and employees, we wish to express our appreciation for the long and distinguished service Mr. Stephens has provided to the Jackson County Utility Authority and its predecessor, the Mississippi Gulf Coast Regional Wastewater Authority.

Mr. Stephens was an original member of the Board and served as Jackson County's representative until we were reorganized after Hurricane Katrina and he has continued to serve with distinction as Gautier's representative on the Jackson County Utility Authority Board.

Due to health and personal reasons, Mr. Stephens has not been able to continue his service, but deserves thanks from Gautier and Jackson County for his invaluable role in guiding this organization and its predecessor for over 30 years.

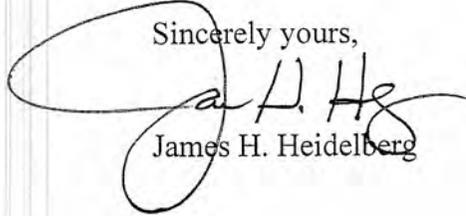
Mr. Stephens' present term runs until May 2015, and Gautier's replacement to fill the unexpired term is governed by the provisions of § 49-17-733 of the Mississippi Code. Your representative must be a resident of the City of Gautier, and is eligible for reappointment at the expiration of the existing term. Directors serve six year terms and no Director may hold an elected public office while serving on the Board.

GULF COAST | JACKSON

Mayor Gordon Gollott
October 21, 2013
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Please call me if you have any questions.

Sincerely yours,

A handwritten signature in black ink, appearing to read "J. H. Heidelberg". The signature is written in a cursive style with a large, looping initial "J".

James H. Heidelberg

JHH/dll

Enclosure

cc: Samantha Abells, City Manager
Brad Bradford, JCUA
Tommy Fairfield, JCUA
Bob Stephens

July 10, 2013

Jackson County Utility Authority
Attention: Mr. Brad Bradford, President
1225 Jackson Avenue
Pascagoula, MS 39567

Dear Mr. Bradford,

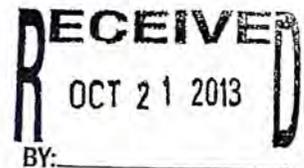
The business and activities of the Jackson County Utility Authority remain very dear and important to me in my service as the Director representing the City of Gautier. Regrettably, for personal reasons I hereby resign my appointment to the Board of Directors of the Jackson County Utility Authority. It has been both pleasure and privilege to serve the Board for both Jackson County and the City of Gautier. Please consider accept my resignation, effective today. I trust the Authority will convey a request to the City of Gautier to name a new Director as well outline the requirements to serve in this capacity.

Sincerely,



Bob Stephens

JCUA Director - Gautier



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

ORDER NUMBER 275-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-6 are hereby approved.

IT IS FURTHER ORDERED 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 November 5, 2013.

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

ORDER NUMBER 276-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to renew the Multi-Agency Narcotics Enforcement Team Inter-Local Agreement for the enforcement of the Uniform Controlled Substance Law in the cities of Pascagoula, Moss Point and Gautier, Mississippi.

IT IS FURTHER ORDERED that each City that is signatory to this Agreement and 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 by a local governmental of this State”.

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 November 5, 2013.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Russell, City Clerk
Date: October 31, 2013
Subject: Renewal of the Multi-Agency Narcotics Enforcement Team Inter-Local Agreement between the Cities of Gautier, Pascagoula and Moss Point

REQUEST:

City Council authorization is requested to renew the Multi-Agency Narcotics Enforcement Team Inter-Local Agreement between Gautier Police Department, Pascagoula Police Department and Moss Point Police Department.

BACKGROUND:

The Gautier Police Department, along with Pascagoula Police Department and Moss Point Police Department joined forces to create a Multi-Agency Narcotics Enforcement Team in 2012. This was established in order to promote cooperation among the three (3) Agencies to effect more comprehensive enforcement of the Uniform Controlled Substances Law, as well as targeting drug trafficking organizations and to provide interdiction enforcement in the municipalities.

DISCUSSION:

This agreement is to be renewed annually unless two (2) or more of the parties wish to withdraw. This agreement for our first year expires November 19, 2014.

RECOMMENDATION:

City staff recommends that City Council approve the renewal of our inter-local agreement

ATTACHMENT(S):

Inter-Local Agreement

**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, 2013, and ending on November 19, 2014. 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

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

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

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 5th day of November, 2013.

City of Pascagoula

By: Harry J. Blevins NOV 5, 2013
Mayor Date

By: _____
Police Chief Date

City of Gautier

By: Harold J. Rutherford 11/05/13
Mayor Date

By: Chris Harris 11/05/13
Police Chief Date

City of Moss Point

By: Billy Brown 11/5/13
Mayor Date

By: [Signature] 11/5/13
Police Chief Date

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

ORDER NUMBER 277-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to enter into an agreement with the Mississippi Department of Environmental Quality (MDEQ) for a Local Government Solid Waste Assistance grant in the amount of \$25,000.00.

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 November 5, 2013.