

Minutes of August 1, 2017
Mayor and Board of Aldermen

**MUNICIPAL DOCKET
REGULAR MEETING OF AUGUST 1, 2017
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.**

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATION
- V. AMENDMENTS TO THE MUNICIPAL DOCKET
- VI. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. July 18, 2017 Regular
 - b. July 24, 2017 Work Session
 - 2. PLANNING COMMISSION
 - a. July 27, 2017
 - 3. PORT COMMISSION
 - a. July 20, 2017
- VII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 080117
- VIII. UNFINISHED BUSINESS
 - 1. Appointment to Library Board July, 2017-2022; Expiring Term of Mary Freeman
 - 2. Appointments to Tree Board; July 2017-2021
 - 3. Resolution-Local and Private Legislation, RE: Golf Carts on Public Streets
 - 4. Resolution Acceptance/Approval NCBC Joint Land Use Study; Elaine Wilkinson, Ray Greer - GRPC
 - 5. Schedule Work Session - FY 2017-2018 Budget
 - 6. Request to Place Sign - Church of the Good Shepherd
 - 7. Videotaping City Board Meetings; Alderman Parker
- IX. NEW BUSINESS
 - 1. Recommend Changing the Name from Planning Commission to Planning and Development Commission; Alderman Robertson
 - 2. Enforce Sign Ordinance; Alderman Lishen
- X. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Recreation/Senior Citizens - (1) Step Increase; (2) Promotions
 - b. Police Department - (1) New Hire; (1) Promotion
 - 3. POLICE DEPARTMENT
 - a. Non Compensated Special Contract Agent Contract
 - 4. CITY CLERK
 - a. SSAI/SCSEP Host Agency Agreements
 - b. Everbridge (Nixle) Agreement
 - c. Request for City to Purchase Cemetery Plots; Kay Locklin
 - 5. DERELICT PROPERTIES-DISCUSSION/SCHEDULE PUBLIC HEARINGS
 - a. 212 Clower Avenue - Assessed to Ronald and Leila Wade
 - b. 135 Ocean Wave Avenue - Assessed to Laura Mclain
 - c. 247 Reinike Road - James Elrod
- XI. REPORT FROM CITY ATTORNEY
 - 1. Harrison County Interlocal Agreement for Various Services
- XII. ADJOURN (OR) RECESS

**Minutes of August 1, 2017
Mayor and Board of Aldermen**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in August, 2017, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Kelly Griffin, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennett, City Clerk Rebecca E. Schruoff, and City Attorney James C. Simpson, Jr.

There being a quorum present sufficient to transact the business of the City, the following proceedings were had and done.

The meeting was called to order and there were no announcements, presentations, proclamations, or amendments to the agenda.

Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to approve minutes of the Mayor and Board of Aldermen, as follows:

- Regular meeting of July 18, 2017, as submitted;
- Work Session meeting of July 24, 2017, as submitted.

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the public hearing and regular meeting minutes of the Long Beach Planning Commission dated July 27, 2017, as submitted and to schedule public hearings, Tuesday, September 19, 2017, at 5:00 o'clock p.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to consider the following:

- Zone Text Change-Amend Section 123 to Townhouse Residential Uses
- Zone Text Change –Amend Section 123(a): Zero Lot Line Residential Uses
- Zone Text Change-Amend Section 105 Chart of Uses.

Alderman Parker made motion seconded by Alderman Lishen and unanimously carried to approve the regular meeting minutes of the Long Beach Port Commission dated July 20, 2017, as submitted.

Minutes of August 1, 2017
Mayor and Board of Aldermen

Alderman Griffin made motion seconded by Alderman Parker and unanimously carried to approve payment of invoices as listed in Docket of Claims number 080117.

Appointment to the Long Beach Library Board, July, 2017-2022, expiring term of Mary Freeman, was taken under advisement until the next regular meeting, August 15, 2017.

Appointments to the Long Beach Tree Board, July 2017-2021, were taken under advisement until the next regular meeting, August 15, 2017.

**Minutes of August 1, 2017
Mayor and Board of Aldermen**

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on 1st day of August 2017, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

**RESOLUTION OF THE CITY OF LONG BEACH SUPPORTING THE
OPERATION OF LOW-SPEED VEHICLES AND GOLF CARTS ON
CERTAIN PUBLIC ROADS AND STREETS IN THE CITY OF LONG
BEACH, MISSISSIPPI, REQUESTING AUTHORIZING STATE
LEGISLATION**

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach, Mississippi do find and declare that most of the roads and streets located within the City of Long Beach are city roads and streets; and

WHEREAS, within certain, limited and defined areas within the City golf carts and low-speed vehicles could be allowed to operate on the roads and streets within the City of Long Beach and promote business and development within said areas; and

WHEREAS, provided that adequate ordinances were adopted and enforced to control and regulate such operation and ensure the safety of the citizens, operators, and business within the City it would be in the best interest of the citizens and residents of the City of Long Beach, Mississippi, that golf carts and low-speed vehicles to be registered and allowed to be operate legally and safely on certain public roads and streets within the City of Long Beach, Mississippi; and,

WHEREAS, among those provisions to be included in such an ordinance would be to require individuals operating a low-speed vehicle or golf cart to have a valid driver's license or temporary driver's permit; to require certain registration requirements and proof of responsibility (Insurance) of such low-speed vehicle or golf cart, and to provide minimum standards for the safety equipment to be required on such vehicles, among other things.

NOW, THEREFORE, having made due investigation therefore, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi:

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, that the Legislature of the State of Mississippi be, and is hereby requested to enact local and private legislation so as to allow the City to adopt ordinances to create certain, limited and defined areas within the City in which golf carts and low-speed

Minutes of August 1, 2017
Mayor and Board of Aldermen

vehicles may be operated on the roads and streets the City; to require individuals operating a low-speed vehicle or golf cart to have a valid driver's license or temporary driver's permit; to require certain registration requirements and proof of responsibility (insurance) of such low-speed vehicle or golf cart; to provide minimum standards for the safety equipment to be required on such vehicles, and such other items as the Governing Authorities may determine necessary and proper in the public interest, for operation of such vehicles within the City Limits of Long Beach, Mississippi.

Following the reading of the foregoing resolution, Alderman Robertson made the motion to approve and Alderman Parker seconded the motion for its adoption.

Thereupon, the question being put to a roll call vote by the Mayor, the result as follows:

Alderman Ron Robertson	voted	Aye
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye
Alderman Mark Lishen	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Bernie Parker	voted	Aye

The above and foregoing, having received unanimous vote of all the Aldermen present and voting, the Mayor declared the same resolution and adopted, this the 1st day of August, 2017.

APPROVED:


George L. Bass, Mayor

ATTEST:


Rebecca E. Schmitt, City Clerk



**Minutes of August 1, 2017
Mayor and Board of Aldermen**

The resolution acceptance/approval, NCBC Joint Land Use Study was taken under advisement for further review and consideration at the next regular meeting, August 15, 2017.

Alderman Griffin made motion seconded by Alderman Parker and unanimously carried to schedule a work session, Tuesday, August 8, 2017, at 5:00 o'clock p.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to discuss the Fiscal Year 2017-2018 Budget.

There came on for consideration a letter from Amy S. Rupert, AWANA Ministry Leader, Church of the Good Shepherd, requesting permission to place a youth ministry banner at the intersection of Pineville and Beatline Road on the Hancock Bank property.

Upon discussion, Alderman Parker made motion seconded by Alderman Bennett and unanimously carried to approve the request as submitted and to notify Ms. Rupert that she is responsible for removal of the sign upon completion.

Videotaping of City board meetings was taken under advisement for further consideration at the next regular meeting, August 15, 2017.

After considerable discussion, Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to officially change the name of the Long Beach Planning Commission to the Long Beach Planning and Development Commission.

Upon further discussion, Alderman Robertson made motion seconded by Alderman Parker and unanimously carried directing the City Attorney to prepare the appropriate ordinance to implement the name change.

Upon discussion of enforcing the sign ordinance, it was the consensus of the Board of Aldermen for the Mayor to meet with Building Official/Zoning Enforcement Officer John Eustace to enforce the ordinance starting at Jeff Davis Avenue and Highway 90 and then to clean up the non-compliant signs on arterial streets; the goal is to work with businesses for a permanent solution.

MAYOR'S OFFICE:

- Welcome Jenny Levens on her first day as Community Affairs Director;

Minutes of August 1, 2017
Mayor and Board of Aldermen

- Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to discuss tax abatement at the work session scheduled for Tuesday, August 8, 2017, at 5:00 o'clock p.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi.

Based upon the recommendation of Department Heads and certification by the Civil Service Commission, Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve personnel matters, as follows:

RECREATION/SENIOR CITIZENS DEPARTMENT:

- Step Increase, Recreation/Senior Citizens Director Robert J. Paul, CSU-10-X, effective June 16, 2017;
- Promotion, Craft Instructor Deborah Necaie, CSU-5-B, effective August 1, 2017;
- Promotion, Senior Citizen Coordinator Donna Hudson, CSA-4-B, effective August 1, 2017.

POLICE DEPARTMENT:

- New Hire (Lateral Transfer/Certified Officer), Police Officer 1st Class Eli J. Zacharias, PS-9-B, effective August 16, 2017;
- Appoint Commander William Seal as Acting Assistant Chief at his present Civil Service Classification, effective August 1, 2017.

NON-COMPENSATED SPECIAL CONTRACT AGENT

CONTRACT

THIS AGREEMENT, made between the Director of the Mississippi Bureau of Narcotics, P.O. Box 720519, Byram, MS 39272, hereinafter referred to as "Director", and **JASON ANDREW EDMONDS** to be called a **NON-COMPENSATED SPECIAL CONTRACT AGENT**, hereinafter referred to as "SCA".

WITNESSETH:

WHEREAS, the Director desires the benefit of the services of SCA for those purposes and duties hereinafter enumerated, under the terms and conditions hereinafter set forth; and,

WHEREAS, the SCA is willing to provide such services on a non-compensated basis under the terms and conditions hereinafter set forth; and,

WHEREAS, the Director and SCA recognize and understand that the specific legal authority authorizing this contract is Section 41-29-112 of the Mississippi Code of 1972, as amended, all the terms and provisions of which are incorporated herein and made a part hereof by reference;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the SCA and the Director, to perform in accordance with the terms and conditions of this contract, the Director, Mississippi Bureau of Narcotics, hereby designates SCA to be a Non-compensated Special Contract Agent of the Mississippi Bureau of Narcotics with the authority, subject to the conditions of this agreement, to exercise all powers necessary and incidental to the fulfillment of these contractual obligations. SCA will be known and identify himself as a special contract agent for **MISSISSIPPI BUREAU OF NARCOTICS**. Both the Director and SCA agree as follows:

**Minutes of August 1, 2017
Mayor and Board of Aldermen**

I. DUTIES

SCA agrees and promises to perform services and duties as assigned by the Director of the Mississippi Bureau of Narcotics, or his designee, in accordance with Sections II through X below. Such services and duties to be assigned SCA shall be consistent with the accomplishment of the intent, purpose and objective of the Mississippi Uniform Controlled Substances Law, Section 41-29-101, et seq. of the Mississippi Code of 1972, as amended, and shall be necessary for the lawful detection and apprehension of violators of the law and for the lawful preservation and presentation of evidence of such violations to the appropriate Grand Jury, the proper prosecuting authority, and to the court. SCA will be assigned duties and have authority to act in cases related to drug investigations with the **MISSISSIPPI BUREAU OF NARCOTICS**.

II. STATUS OF SPECIAL CONTRACT AGENT

SCA is a regular full-time employee of **LONG BEACH POLICE DEPARTMENT** (as well as being an SCA) and while functioning as a regular full-time employee of said **POLICE DEPARTMENT** should be entitled to all rights, benefits, privileges, and responsibilities which accompany such employment. SCA shall not be considered as an employee of the Mississippi Bureau of Narcotics for any purpose. While functioning as an SCA under this contract, he shall not be subject to the employment rules and regulations of the Fair Labor Standards Act, the State Personnel Board, the Mississippi Department of Public Safety, the State of Mississippi, (including but not limited to the Mississippi Public Employees Retirement System), and any Mississippi Law or Constitutional provision specifically relating to public employment, as the above provisions apply to the Bureau. The relationship now being formed does in no way guarantee full employment either in the present or future for the SCA now entering this agreement. **SCA SHALL BE AN INDEPENDENT CONTRACTOR**, and not receive

Minutes of August 1, 2017
Mayor and Board of Aldermen

123

compensation from the Bureau. While functioning as an SCA, he shall not be entitled to participate in any group health or life insurance plan offered by the Mississippi Bureau of Narcotics or the State of Mississippi through the Bureau nor shall he be entitled by this contract to coverage by Mississippi Workers' Compensation as applicable to the Mississippi Bureau of Narcotics. Further, badges, weapons, and other personal equipment will be furnished by the Special Contract Agent's permanent employer. However, appropriate credentials will be furnished by the Bureau for the SCA.

The SCA shall retain the legal right to assert defenses available generally to law enforcement officers for any claim made against him. However, legal representation will not be afforded SCA by the Bureau for claims or criminal charges arising from the performance of duties under this agreement. Said representation must come from the permanent employer of the SCA.

III. SERVICES OF SCA

SCA agrees to faithfully perform the duties assigned to him by the Bureau to the best of his ability. Further, SCA agrees to keep inviolate the confidences, secrets, and non-public information of the Mississippi Bureau of Narcotics, whether written or oral, and will not communicate same in any way unless authorized to do so. Moreover, SCA warrants that the performance of the duties assigned to him under this contract shall be conducted without conflict with his employment by any other federal, state, or local government agency. Duties performed and time devoted in the furtherance of this contract shall not interfere with, nor substitute for, the regular employment or the duties of SCA if otherwise employed or officially appointed. SCA agrees to follow Bureau methods and procedures to include: field testing, chain of custody, evidence handling, case reporting and handling of public funds. The Bureau agrees to train SCA

**Minutes of August 1, 2017
Mayor and Board of Aldermen**

in such Bureau methods and procedures.

The SCA agrees that he will not participate in drug enforcement activities outside the jurisdiction of his regular employment except under the direct supervision, direction and control of the Director of the Mississippi Bureau of Narcotics or his designee.

IV. DURATION OF CONTRACT AND TERMINATION REQUIREMENTS

Notwithstanding the fact that this agreement may or may not be executed by the parties on the same date, it is specifically understood and agreed that this contract shall commence on **JULY 1, 2017** and shall terminate on **JUNE 30, 2018** unless terminated otherwise as stated below. However, in no case shall the duration of this contract exceed one year, to be renewed at the option of both parties.

Either party hereto may sooner terminate this agreement, without cause and for any reason satisfactory to the party desiring such, upon forty-eight (48) hours written notice, computed from the date of the postmark. Such notice shall be sent by certified mail/return receipt to the Mississippi Bureau of Narcotics, ATTENTION: Director, at P. O. Box 720519, Byram, MS 39272, or to SCA at **12101 VIDALIA ROAD, PASS CHRISTIAN, MS 39571**. Notice to the permanent employer of SCA will also be given by the Bureau. Notice given pursuant to the provisions of this paragraph shall be deemed sufficient for all purposes.

This contract shall automatically terminate at such time as SCA is no longer employed by the agency who sponsored SCA for appointment as a Noncompensated Special Contract Agent. SCA agrees to immediately notify the Director and the appropriate MBN District Commander in all instances of either job reassignment, suspension or termination by his sponsoring employer. Notice will not be required to terminate the authority to act as an SCA under these circumstances.

**Minutes of August 1, 2017
Mayor and Board of Aldermen**

125

This contract shall automatically terminate upon the death of SCA and no notice of such termination shall be required.

This contract shall automatically terminate at such time as SCA shall be adjudicated insane or shall otherwise suffer physical or mental disabilities which render him incapable of fully performing the duties required of him by this contract. The Mississippi Bureau of Narcotics shall have sole discretion to determine whether SCA is capable of fully performing the duties required of him by this contract. Should this contract be terminated because of the SCA's inability to fully perform his duties because of any physical or mental disability. SCA shall be given immediate notice of said termination.

Engaging in any activity which is, or could result in, a violation of the laws of the State of Mississippi, or of any state, the United States, or any local law or ordinance of any county or city in this State or of any state, shall be grounds for automatic termination of this contract without prior notice to SCA. SCA shall, as a condition to appointment as a SCA, meet the same requirements imposed on a Bureau agent regarding background investigation, work history, polygraph examination, urinalysis and similar requirements, but shall be exempt from age requirements and limitations provided, however, that SCA is not less than twenty-one (21) years of age. SCA understands that he may be subject to random urinalysis testing and/or polygraph testing at the option of the Director or his designee and that failure to comply will result in the termination of this Agreement.

V. ASSIGNABILITY

SCA shall not assign any of his rights or duties arising under this contract, without the express written consent of the Director. Such unauthorized assignment shall automatically terminate this contract and no notice of such termination shall be required.

**Minutes of August 1, 2017
Mayor and Board of Aldermen**

VI. ELIGIBILITY OF SCA

SCA covenants as an express condition of his eligibility to become a Special Contract Agent that he is qualified to be a Mississippi Law Enforcement Officer under provisions of Section 45-6-11 of the Mississippi Code of 1972 and holds a valid professional certificate issued by the Board on Law Enforcement Officer Standards and Training. SCA must have completed the initial firearms training required by his permanent employer and show proof of meeting requalification requirements, such requalification to be conducted at least semi-annually, and such requalification to be the responsibility and at the cost of SCA and his employer.

VII. WAIVER OF CLAIM FOR DAMAGE

SCA agrees and promises to make no claim against the Director, nor against any Agent, employee or other SCA of the Mississippi Bureau of Narcotics for any physical or mental injury, loss, damage or death that may be incurred as a result of the performance of SCA's duties. SCA assumes the risk of any and all conditions, situations and hazards while performing his duties and specifically waive any and all notice of the existence of such conditions.

VIII. BONDED/INSURANCE

SCA promises that he is an authorized **POLICE OFFICER** and that prior to entering upon the discharge of duties as an SCA, he entered into a good and sufficient surety bond with a surety company authorized and doing business within the State of Mississippi and is individually named on the bond and such bond conditioned upon the faithful performance of the duties of his office and said bond covers SCA when working outside the jurisdiction of his employer as an SCA. Any and all liability to third persons not parties to this agreement shall be the total responsibility of SCA or the law enforcement unit, department, office or agency wherein SCA is regularly employed. The SCA's employer does hereby sign below acknowledging that the SCA

**Minutes of August 1, 2017
Mayor and Board of Aldermen**

127

is bonded and is individually named on the bond. Further, SCA certifies that his permanent employer has liability insurance that covers his performance of duty as an SCA and said insurance is effective outside the jurisdiction of the permanent employer.

IX. MISCELLANEOUS

Any requirement that the SCA adhere to the policies and procedures of the Mississippi Bureau of Narcotics manual does not cause the incorporation, by reference or otherwise, of the manual as part of this contract. No contractual obligations arise therefrom or accrue against the Mississippi Bureau of Narcotics.

This contract represents the sole and exclusive agreement between the parties hereto and any changes, modifications or amendments must be made in writing and signed by all parties.

This contract and all rights and duties arising thereunder shall be governed, interpreted, and construed solely under the Constitution and Laws of the State of Mississippi.

The Mississippi Bureau of Narcotics, an agency of the State of Mississippi, in no way waives its sovereign immunity and such shall be controlling over any conflicting provision contained herein.

By affixing the signatures below, Director and SCA hereby cause this contract to take effect and both agree to be bound by the terms and conditions set forth above.

X. SPECIAL PROVISIONS

The Director reserves the right and in no way waives this right to conduct the customary and usual background investigation, including but not limited to the use of polygraph, urinalysis or other scientific tests.

As a condition before entering into this Agreement, SCA agrees to provide the Bureau on demand with information required to conduct a background investigation, satisfactory results of

Minutes of August 1, 2017
Mayor and Board of Aldermen

polygraph and urinalysis testing from sources acceptable to the Bureau, certification of Surety Liability Insurance Coverage, and certification of weapons qualification.

IN WITNESS WHEREOF, the parties have knowingly and willfully covenanted agreement on this the _____ day of _____, 2017.

MISSISSIPPI BUREAU OF NARCOTICS

BY: _____
DIRECTOR

WITNESS

BY: _____
SPECIAL CONTRACT AGENT

**Minutes of August 1, 2017
Mayor and Board of Aldermen**

I hereby request that the Director, Mississippi Bureau of Narcotics, appoint **JASON ANDREW EDMONDS** to be a Noncompensated Special Contract Agent under Section 41-29-112 of the Mississippi Code of 1972 and specifically agree to his serving as an SCA under the conditions set forth in this contract. I specifically understand that the Bureau will not provide legal representation for this SCA for any claims arising from the performance of duties or alleged performance of duty as an SCA and agree that all legal liabilities and costs are the responsibility of **LONG BEACH POLICE DEPARTMENT**.

I certify that:

(1) He is bonded as a condition of his employment and is individually named on the bond. Further, that such bond is effective anywhere in the state of Mississippi, that such bond will continue during the life of this contract, and that this office is covered outside the jurisdiction of the **LONG BEACH POLICE DEPARTMENT** while working as an SCA.

(2) **LONG BEACH POLICE DEPARTMENT** has liability insurance that covers its law enforcement officers while in the performance of duty as an SCA. Said insurance policy will remain in effect during the life of this contract. The undersigned agrees to immediately notify the Mississippi Bureau of Narcotics if said insurance policy is cancelled or modified in any way. I further certify that this officer is covered outside the jurisdiction of **LONG BEACH POLICE DEPARTMENT** while working as an SCA.

(3) He has been certified under Section 45-6-11, Mississippi Code of 1972 by the Board on Law Enforcement Officer Standards and Training and that such certification is current.

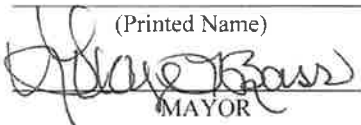
(4) He has met the firearms training requirements of my law enforcement agency and that required requalifications are current and will remain current during the life of this contract. Further, he has not been convicted of a misdemeanor crime of domestic violence and may possess a firearm and ammunition without violation of 18 U.S.C. 922 (g)(9).

(5) That this request to appoint **JASON ANDREW EDMONDS** as an SCA and the accompanying obligation to provide legal representation and costs has been recorded in the minutes of the **BOARD OF ALDERMAN**.

WITNESS


WITNESS

POLICE CHIEF
(Signature)

(Printed Name)

MAYOR
(Signature)

GEORGE W. BASS
(Printed Name)

Alderman Griffin made motion seconded by Alderman Parker and unanimously carried to approve the SSAI SCSEP Host Agency Agreement and the SCSEP Host Agency Agreement (State of Mississippi), as follows:

**Minutes of August 1, 2017
Mayor and Board of Aldermen**



SSAI SCSEP Host Agency Agreement

To comply with the requirements of the Senior Service America, Inc. (SSAI), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by CITY OF LONG BEACH, MS, hereinafter referred to as the Host Agency, and SOUTHERN MS PLANNING AND DEVELOPMENT DISTRICT, hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment description, which includes skills to be attained and timelines for achieving the goal. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment, or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees not to provide community service assignments for participants serving through other national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide: properly prepared time sheets (the supervisor will confirm that the participants worked the hours claimed on their time sheet, and will assure that both they and the participant signs the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

Minutes of August 1, 2017
Mayor and Board of Aldermen

131

The Host Agency agrees that the community service assignments for any participant are to be similar to "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees to send a representative to a host agency supervisor's meeting. Host Agency supervisor's meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached or is on file with the Sponsor Agency and is still in effect. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for the purpose of engaging in productive community service employment.


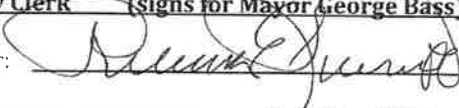
The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties.

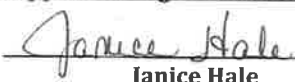
**Minutes of August 1, 2017
Mayor and Board of Aldermen**

This Agreement is in effect from July 1, 2017- June 30, 2018.

Signed — Host Agency

Host Agency: City of Long Beach, MS
 Representative Name/Signature: Rebecca Schuff 
 Host Agency Title: City Clerk (signs for Mayor George Bass)
 Host Agency Supervisor: 
 Address: 201 Jeff Davis Ave., Long Beach, MS/ P. O. Box 929, Long Beach, MS 39560
 Phone: (228) 863-1556 Fax: (228) 865-0822
 Email: cityclerk@cityoflongbeachms.com Date: 8/1/2017
 July 1, 2017

Signed — SCSEP Sponsor

SCSEP Sponsor: Southern Mississippi Planning and Development District ("The District")
 Representative Name/Signature: Janice Hale 
 Title: Program Manager
 Address: 9229 Hwy. 49, Gulfport, MS 39503
 Phone: (228) 868-2311 Fax: (228) 868-2550
 Email: jhale@smpdd.com Date: July 1, 2017
 July 1, 2017

Definition of Host Agency Status

(Check one)

- This host agency is a government agency. FEIN 64-6000637 (Required by USDOL).
- This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).
 - _____ 501(c) (3) documentation is attached.
 - _____ 501(c) (3) documentation is already on file with the sponsor.

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.

**Minutes of August 1, 2017
Mayor and Board of Aldermen**



STATE OF MISSISSIPPI
DEWEY PHILLIP BRYANT, GOVERNOR
DEPARTMENT OF EMPLOYMENT SECURITY
MARK HENRY
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by

LONG BEACH, CITY OF

a governmental agency or a non-profit agency designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

Sponsor Agency

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goals, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.

**Minutes of August 1, 2017
Mayor and Board of Aldermen**

- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and
- To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

Minutes of August 1, 2017
Mayor and Board of Aldermen

This Agreement is in effect from July 1, 2017 to June 30, 2018.

SIGNED - HOST AGENCY

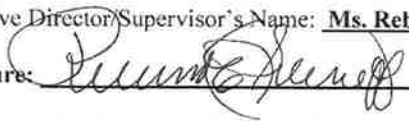
Name of Agency: Long Beach, City of

Address: 201 Jeff Davis Avenue, Long Beach, MS 39560
(Please submit physical address to include street, city/town & ZIP)

Mailing Address if different from above: P. O. Box 929, Long Beach, MS 39560
(Include street and/or P.O. Box, city/town & ZIP)

Telephone Number: (228) 863-1556 FAX Number: (228) 865-0822
(Including area code)

Executive Director/Supervisor's Name: Ms. Rebecca Schruff Title: City Clerk

Signature:  Date: 8/1/2017
July 1, 2017

Supervisor's Email address (if applicable): cityclerk@cityoflongbeachms.com

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: South Mississippi Planning and Development District, Inc.

Name & Title: Janice Hale, Program Manager Phone: (228) 868-2311 Fax: (228) 868-2550

Signature:  Date: July 1, 2017
July 1, 2017

Program Manager's Email Address: jhale@smpdd.com

DEFINITION OF HOST AGENCY STATUS

This host agency is a government agency. FEIN: 64-6000637 (Required by USDOL)

or

This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN: _____ (Required by USDOL).

501(c) (3) documentation is attached.

501(c) (3) documentation is already on file with the sponsor.

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Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to accept the Everbridge (Nixle) quote, as follows:

**Minutes of August 1, 2017
Mayor and Board of Aldermen**

August 1, 2017



Quotation

Prepared for:
Rebecca Schruff
City of Long Beach, MS
201 Jeff Davis Avenue
Long Beach MS 39560
United States
Ph: (228) 863-1556
Fax:
Email: cityclerk@cityoflongbeachms.com

Quote #: Q-03212-6
Date: 4/19/2017
Expires On: 7/28/2017
Confidential

Salesperson: Rose Scott
Phone: 7818195176
Email: rose.scott@everbridgemail.com

Contract Summary Information:	
Contract Period:	12 Months
Contract Start Date:	7/29/2017
Contract End Date:	7/28/2018
Note: **Quantity on this quote represents the population count	

QTY	DESCRIPTION	PRICE
16,000	Nixle 360	USD 6,180.00

Pricing Summary:	
Year One Fees:	USD 6,180.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 6,180.00

1. Additional rates apply for all international calls.
2. This Quote and the Service(s) provided are subject to the Everbridge, Inc. -Nixle Solutions service agreement entered into by and between Everbridge and the client identified above (the "Service Agreement").
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Service Agreement.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Minutes of August 1, 2017
Mayor and Board of Aldermen

Authorized by Everbridge:

Signature: _____

Date:

Name (Print): _____

Title: _____

To accept this quote, sign, date and return:

Signature: 

Date:

Name (Print): Rebecca E. Schmitt

Title:

8/1/2017
CITY CLERK

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

There came on for consideration a letter with attachment from Kay Locklin, as follows:

Minutes of August 1, 2017
Mayor and Board of Aldermen

July 25, 2017

Glenda Kay Locklin
104 Poinsettia Loop
Pass Christian, Ms. 39571

City of Long Beach Ms.
201 Jeff Davis Ave.
Long Beach, Ms. 39560

Attn: Mrs. Rebecca Schruff

I am writing to you concerning the two plots I purchased (copy of receipt attached). I wish to ask the City of Long Beach to consider buying them from me for the same price I purchased them.

You may contact me at 228-265-2749. Thank you for your time and consideration.

Sincerely,



Kay Locklin

Marty
104 Remaster
Joe
Paw
MS
39571

EP
Key Lockers
112 Reg. NY 73005 4000.00
(2) Cemetery plots SW 1/4 of 205

5/2-17
No 17681

4971 : 2285966885 R Security

Upon discussion, Alderman Robertson made motion seconded by Alderman Bennett and unanimously carried to approve the cemetery purchase as set forth above.

Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to schedule public hearings, Tuesday, September 5, 2017, at 5:00 o'clock p.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not certain parcels of property situated in the City of Long Beach are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; said properties are as follows:

Minutes of August 1, 2017
Mayor and Board of Aldermen

- 212 Clower Avenue assessed to Ronald and Lelia Wade;
- 135 Ocean Wave Avenue assessed to Laura Mclain;
- 217 Reinike Road assessed to James Elrod.

There came on for consideration emergency sewer repairs at Evergreen Drive and Pineville Road off North Forest Avenue.

After considerable discussion and upon the recommendation of Project Engineer David Ball, Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried authorizing Mr. Ball to negotiate emergency repairs with the contractor on site for the Sewer Inspection Project in that area, Gulf Coast Underground.

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to accept continuation of the Interlocal Governmental Cooperation Agreements between Harrison County and the City of Long Beach for Various Governmental Services, for the years 2016-2020, as follows:

- INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN HARRISON COUNTY, MISSISSIPPI AND THE CITY OF LONG BEACH FOR THE YEARS 2016-2020, approved and adopted on February 2, 2016, as the same appears of record in Minute Book 82, Pages 436-455, inclusive and approved by the Attorney General’s Office on March 28, 2016.
- INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN HARRISON COUNTY, MISSISSIPPI AND THE CITY OF LONG BEACH FOR TAX ASSESSMENTS AND COLLECTIONS FOR THE YEARS 2016-2020, approved and adopted on February 2, 2016, as the same appears of record in Minute Book 82, Pages 436-455, inclusive and approved by the Attorney General’s Office on April 1, 2016.

The City Attorney reported that Mike Cavanaugh contacted him regarding a casino project at the harbor and the need for an option from the city in order to proceed. No official action was required or taken at this time.


There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Frazer made motion seconded by Alderman Parker and

Minutes of August 1, 2017
Mayor and Board of Aldermen

unanimously carried to adjourn until the next regular meeting in due course, in memory of Alice Carrubba.

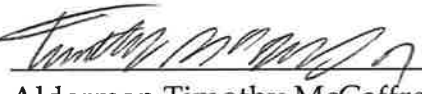
APPROVED:



Alderman Donald Frazer At-Large

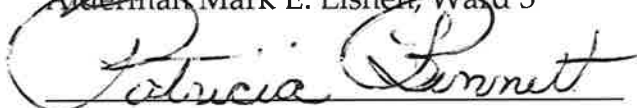

Alderman Ronald Robertson, Ward 1


Alderman Bernie Parker, Ward 2


Alderman Kelly Griffin, Ward 3


Alderman Timothy McCaffrey, Jr., Ward 4


Alderman Mark E. Lishen, Ward 5


Patricia Bennett, Ward 6

8/16/2017
Date

ATTEST:

Rebecca E. Schruff, City Clerk