

**RECESSED REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 9, 2010, AT 6:00 P. M.
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a recessed regular meeting on Tuesday, February 9, 2010, at 6:00 p.m. Councilman Frank Corder called the meeting to order with the following officials present:

Mayor Robert H. Maxwell – arrived at 6:15 p.m.
Councilman Frank Corder
Councilman Harold Tillman, Jr.
Councilman Jim Milstead
Councilman Robert Stallworth, Sr.
Councilman George L. Wolverton, Sr.

Councilman Joe Abston – arrived at 7:45 p.m.

City Manager Kay J. Kell
City Attorney Eddie Williams
City Clerk Brenda Reed

Councilman Corder welcomed everyone to the meeting and advised that individual interviews for the School Board position will be held tonight as follows:

Sonny Backs	6:00 p.m.
Cynthia Black	6:25 p.m.
Matthew Lachaussee	6:50 p.m.
Sandra Kay Morgan	7:15 p.m.
M. R. (Ray) Cole	7:40 p.m.

(Mayor Maxwell arrived at 6:15 p.m.)

Interviews were held and the Council thanked everyone for their interest in this important position. After discussion, the Council concurred that an appointment will be made at the meeting on Tuesday, February 16, 2010.

(Councilman Abston arrived at 7:45 p.m.)

At this time, the City Manager requested approval of an amended Memorandum of Understanding with Habitat for Humanity. The Order is spread on the minutes as follows:

ORDER

WHEREAS, the City of Pascagoula entered into a Memorandum of Understanding with Habitat for Humanity, Mississippi Gulf Coast, bearing date of July 7, 2009; and

WHEREAS, pursuant to paragraph thirteen of the aforesaid Memorandum of Understanding, any amendments to the Memorandum must be in writing and signed by all parties; and

WHEREAS, the City Council has been advised that an amendment to the Memorandum of Understanding is needed with respect to the amount of the grant from Gulf Coast Community Foundation as set forth in paragraph ten of the aforesaid Memorandum; and

WHEREAS, the proposed amendment is attached hereto as an exhibit to this order and is incorporated herein by reference:

NOW, THEREFORE, BE IT ORDERED that paragraph ten of the Memorandum of Understanding entered into by and between the City of Pascagoula and Habitat for Humanity, Mississippi Gulf Coast, bearing date of July 7, 2009, be and the same is hereby amended as set forth in the attached exhibit hereto and the Mayor of the City of Pascagoula is authorized to sign the aforesaid amendment as set forth therein.

The above Order was introduced by Councilman Corder, seconded for adoption by Councilman Stallworth, and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Order adopted on the 9th day of February 2010.

The MOU amendment is as follows:

**AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
DATED JULY 7, 2009**

The City of Pascagoula, Mississippi, hereinafter "City", and Habitat for Humanity, Mississippi Gulf Coast, hereinafter "Habitat" have heretofore entered into a Memorandum of Understanding bearing date of July 7, 2009, for the development of a "Cottage Village" in the City of Pascagoula. This development shall hereinafter be referred to as the "Project".

The aforesaid Memorandum of Understanding provides in paragraph thirteen thereof that any amendments to the Memorandum of Understanding must be in writing and subject to the approval of the respective governing bodies of the parties and executed by the appropriate officials for and on behalf of each party. The parties have agreed that paragraph ten of the Memorandum of Understanding should be amended to read as follows:

10. It is understood and agreed by and between the parties that Habitat shall receive the sum of \$472,059.00 from the Gulf Coast Community Foundation Grant allocable to the City for the construction and completion of the Project. City hereby sets over and assigns to Habitat its interest in such Grant to the extent of \$472,059.00 for this purpose and so that Habitat will have adequate funds on hand to fully develop and complete the Project as anticipated by the parties. Habitat shall be bound by all terms and conditions of the aforesaid Grant.

All other terms and conditions set forth in the Memorandum of Understanding of July 7, 2009, shall remain in full force and effect.

Witness the signatures of the respective parties by and through their duly authorized representatives on this the _____ day of February, 2010.

City of Pascagoula

By: _____
Robbie Maxell, Mayor

Habitat for Humanity,
Mississippi Gulf Coast

By: _____
Barbara Levine, Chief Operating Officer

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The City Manager also requested approval of a Gulf Coast Community Foundation Grant Agreement for \$472,059.00 as recommended by Harry Schmidt, Community Development Director.

Councilman Stallworth made a motion to approve the Gulf Coast Community Foundation Grant Agreement as recommended and authorized Mayor Maxwell to execute the related document. The motion was seconded by Councilman Tillman and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".

The agreement is spread on the minutes as follows:

GULF COAST COMMUNITY FOUNDATION
11975 Seaway Road, Suite B150
Gulfport, MS 39505
Office: 228.897.4841
Fax: 228.897.4843
www.mgccf.org

GRANT AGREEMENT

This Grant Agreement is entered by and between the **Gulf Coast Community Foundation** ("Grantor"), a Mississippi not-for-profit corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code ("IRC"), and **City of Pascagoula, Mississippi** ("Grantee") an organization described under Section 170(c)(1) of the IRC.

WHEREAS, Grantor has received a Restricted Grant from the Mississippi Hurricane Recovery Fund, Inc. ("MHRF") directing funding to those organizations and agencies affected by Hurricane Katrina; and

WHEREAS, Grantor administers grants for MHRF under an Agreement with MHRF, and

WHEREAS, Grantee proposes to provide a demonstration housing project of 16 Mississippi Cottage units to revitalize the downtown area of Pascagoula, all in accordance with the request (the "Request"), submitted to Grantor and approved for funding by the Board of Directors of Grantor, and

NOW, THEREFORE, for and in consideration of the following premises, the Parties agree as follows:

1. Upon documentation and in accordance with this Agreement, Grantor shall make a grant in the amount of Four hundred seventy two thousand fifty-nine Dollars (\$472,059), as stated in the Request.
2. Grantee shall use the Grant solely for those costs and expenditures necessary to carry out the Request; and Grantee shall repay to Grantor any portion of the Grant which is not used for the

Request. Any changes in the purposes for which Grant funds are to be used must be approved in writing in advance by Grantor. Grantor retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the Request jeopardizes Grantor's legal or tax status, to withhold, withdraw, or demand immediate return of Grant funds. Grantee shall return to the Grantor any unexpended funds at the end of the grant period or if Donor determines that the Grantee has not performed in accordance with this Agreement and approved program and budget.

3. Grantee shall not discriminate on the bases of race, religion, gender, national origin, or disability.

4. Grantee shall be fully responsible for the Request. Neither Grantor, Grantor's Donors, nor MHRF shall have any responsibility, obligation or liability for the Project, beyond payment of the grant funds in strict accordance with this agreement.

5. Grantee shall maintain supporting records of all expenditures of Grant funds. If requested, Grantee shall submit a full and complete report with supporting documentation to Grantor at the completion of the Project.

6. This Grant is not to be used directly or indirectly in any attempt to influence legislation within the meaning of IRC Section 501(c)(3). No agreement, oral or written, to that effect has been made between Grantor and Grantee.

7. Grantee shall not use any portion of the Grant funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

8. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless MHRF, Grantor, and their officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its contractors, employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the Grant or in carrying out the program or project to be funded or financed by the Grant, except to the extent that such claims, liabilities, losses or expenses resulting from any act or omission of MHRF, Grantor, or their officers, directors, trustees, employees or agents.

9. Unless otherwise provided in this Agreement, any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.

10. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

11. Grantee shall give credit to Grantor, and where applicable to Grantor's Donor in all printed programs or publicity related to this project by including the following: ***"This project is supported by the Mississippi Hurricane Recovery Fund, a Fund of the Gulf Coast Community Foundation."***

12. This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi applicable to agreements made and to be performed entirely within such State.

13. This Agreement expressly sets forth all the duties of Grantor with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against Grantor.

14. Both Grantee and Grantor have obtained all approvals necessary to enter into and be bound by this agreement and have authorized execution of this Memorandum of Understanding by their agents below.

Witness our signature effective the _____ day of February, 2010.

GULF COAST COMMUNITY FOUNDATION CITY OF PASCAGOULA, MISSISSIPPI

BY: _____
Richard H. Westfall, President

BY: _____
Robert H. Maxwell, Mayor

(A copy of the agreement is filed in the minute file of this meeting and incorporated herein by reference.)

The City Manager reminded the Council of the first Strategic Plan 2010 Update session on Thursday, February 18, 2010.

There being no further business to come before the Council at this time, Councilman Milstead made a motion to recess until Tuesday, February 16, 2010, at 6:00 p.m. to transact such business as may lawfully come before the Council. Councilman Stallworth seconded the motion which received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".

The meeting adjourned at 7:50 p.m.

APPROVED:

Robert H. Maxwell, Mayor

ATTEST:

Brenda J. Reed, City Clerk