

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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STATE OF MISSISSIPPI

COUNTY OF HARRISON

BE IT REMEMBER, that a regular meeting of the Board of Supervisors of Harrison County, Mississippi was begun and held in the meeting room of the Board of Supervisors of Harrison County, located in the Second Judicial District Courthouse at Biloxi, Mississippi, on the **SECOND MONDAY OF JULY 2003**, being **July 14, 2003**, the same being the time fixed by law and the place fixed by the Order of the Board of Supervisors of Harrison County at a former meeting thereof for holding said meeting of said Board.

THERE WERE PRESENT and in attendance on said Board, Marlin R. Ladner, President of said Board, presiding; Bobby Eleuterius, Larry Benefield, and William W. Martin, members of said Board of Supervisors; Tai Flurry, Tax Assessor for Harrison County, Mississippi; George H. Payne, Jr., Sheriff of Harrison County, Mississippi. Supervisor Connie M. Rockco was absent and excused. John McAdams, Chancery Clerk and Ex-Officio Clerk of the board was absent at the beginning of the meeting but present after item 20, as indicated.

WHEREUPON, after the proclamation of the Sheriff, the following proceedings were had and done, viz:

\* \* \*

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(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING PETITIONS TO INCREASE THE 2002, 2001 AND 2000 REAL  
PROPERTY FOR PARCEL # 0313A-03-081.003, AS RECOMMENDED BY THE TAX  
ASSESSOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the board does HEREBY APPROVE petitions to increase the 2002, 2001 and 2000 Real Property for parcel # 0313A-03-081.003, as recommended by the Tax Assessor.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	(OUT ON VOTE)
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14<sup>th</sup> day of July 2003.

\* \* \*

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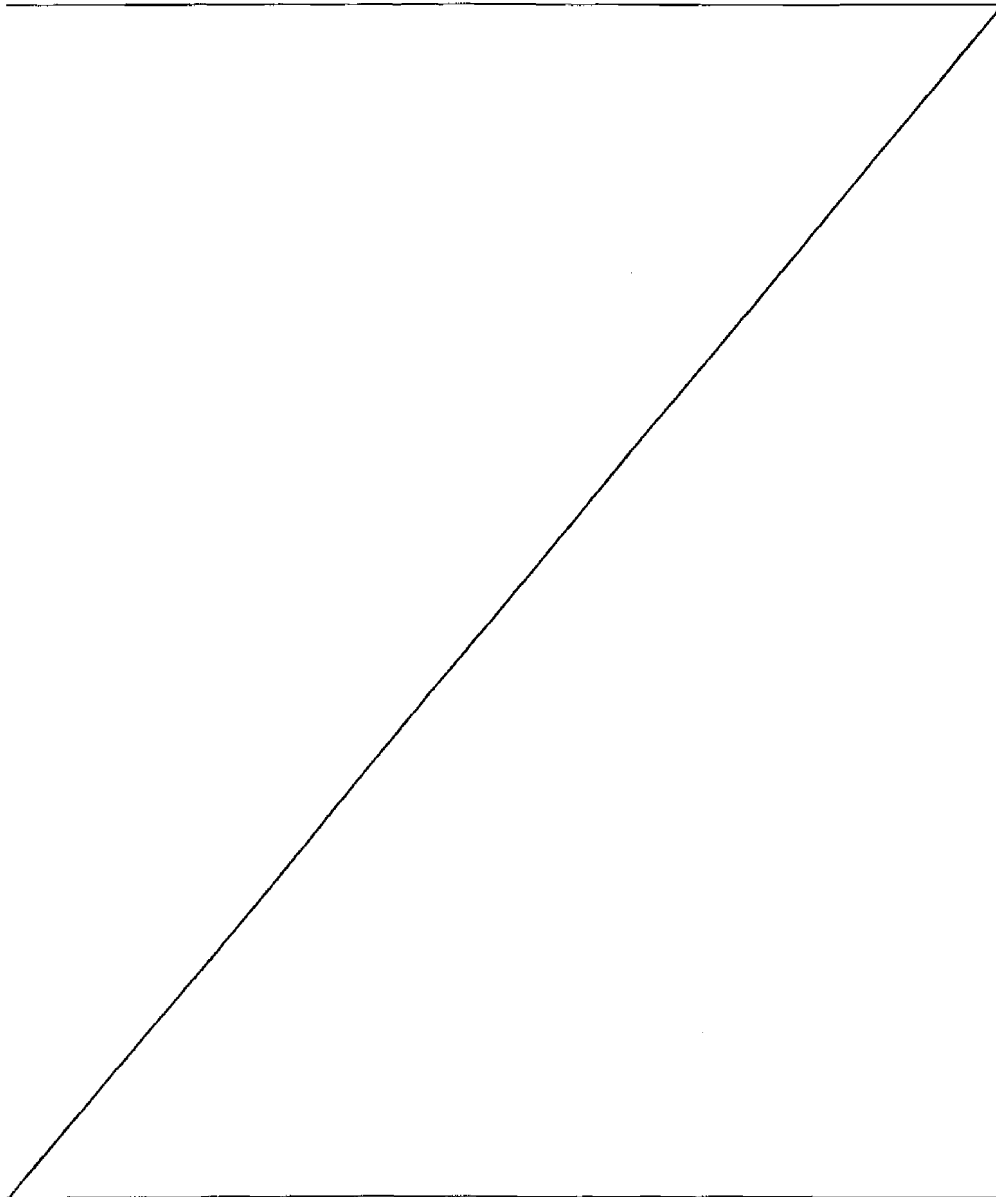
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(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

Supervisor **WILLIAM W. MARTIN** moved adoption of the following Order:

**ORDER ACKNOWLEDGING RECEIPT OF AND APPROVING PETITIONS FOR  
CHANGES TO THE 2002 REAL AND PERSONAL PROPERTY ROLL, AS  
RECOMMENDED BY THE TAX ASSESSOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of and does HEREBY APPROVE the following petitions for changes to the 2002 Real and Personal Property Roll, as recommended by the Tax Assessor:



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1402

301 LRMP159 07/07/2003 11:25 Lengvold Appraisal 2002  
Petitions And Actions Taken by Board of Supervisors and State Tax Commission  
Print Date 07/02/2003 THUR 07/07/2003  
Property Type: R REAL Report Sequence: PARCEL NUMBER

PARCEL NUMBER	OWNER NAME	Tax Disk	Assessing Improve	Area	Change	Bus Approval
0103-00-022 000	MORSE, CLARENCE RILEY	2475	2475	4313		00/00/0000
SPIN: 060441	Filed By: T CHANGED TO-->	1557	1652	3096	-1504	
Tax Year: 2002	Remarks: CLASS 1					
0511-00-027 002	OLSON, MAREE	3700	3700	2900	-600	00/00/0000
SPIN: 117495	Filed By: T CHANGED TO-->					
Tax Year: 2003	Remarks: EXEMPTION BELONGS TO SHEPHERD'S WAY CHURCH					
0511-00-027 000	OLDSMAN COMPANIES INC	10425	22354	42746	-42746	00/00/0000
SPIN: 027183	Filed By: T CHANGED TO-->					
Tax Year: 2003	Remarks: EXEMPTION BELONGS TO SHEPHERD'S WAY CHURCH (FORMERLY YMC)					
0511-00-025 010	HILL, DARRIN M & ANDREA C	1000	4953	5953	-4953	00/00/0000
SPIN: 007635	Filed By: T CHANGED TO-->					
Tax Year: 2002	Remarks: EXEMPTION BELONGS TO CITY OF LONG BEACH					
0612-01-037 000	ALLEN, MARK R	5450	9450	14912	-4975	00/00/0000
SPIN: 038162	Filed By: T CHANGED TO-->	3540	6305	5945		
Tax Year: 2003	Remarks: CLASS 1					
0701-01-021 000	HANSEN, JULIANI	1119	3880	5008		00/00/0000
SPIN: 060723	Filed By: T CHANGED TO-->	745	2853	3308	-1048	
Tax Year: 2002	Remarks: CLASS 1					
0711-00-138 001	RICHMOND, BOBBIE LUE	1380	3075	4455		00/00/0000
SPIN: 025104	Filed By: T CHANGED TO-->	920	2050	2970	-1485	
Tax Year: 2002	Remarks: CLASS 1					
0702-00-013 000	ACREE, MORRIS S JR WF	450	450	450	-150	00/00/0000
SPIN: 034209	Filed By: T CHANGED TO-->	300	300	300		
Tax Year: 2003	Remarks: CLASS 1					
0702-00-014 000	ACREE, MORRIS S JR WF	1750	625	2400		00/00/0000
SPIN: 024076	Filed By: T CHANGED TO-->	1100	427	1527	-1029	
Tax Year: 2002	Remarks: CLASS 1					
1010-00-052 000	TOLES, SAVANNAH	1500	5107	7957		00/00/0000
SPIN: 025495	Filed By: T CHANGED TO-->	1100	4071	5171	-2826	
Tax Year: 2003	Remarks: CLASS 1					
REAL PROPERTY TOTAL	TOTAL INCREASE		-10459	-10459		
	TOTAL DECREASE					
FINAL REAL TOTALS	TOTAL INCREASE					
	TOTAL DECREASE		-10459	-10459		
FINAL PERSONAL TOTALS	TOTAL INCREASE					
	TOTAL DECREASE					



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REPORT 07/09/2003 11:34 Landroll Appraisal 2002  
 PINK Referrals and Actions Taken by Board of Supervisors and State Tax Commission

Run Date: 07/09/2003 THUR 07/09/2003

Property Type: R REAL Report Sequence: PARSELCHNGEF

PARCEL NUMBER	OWNER NAME	Tax	Dist	Land	Improvs	Total	Change	2003 Approved
20194-05-08A 000	CAPONE PROPERTIES OF PC	3P						00/00/0000
SPIN: 000000	Filed by I.CHANGEDU.TODD							
Tax Year: 2002	Remarks: ADD IMP ONLY/LEFT OFF ROLL FOR 2002				184239	184239	184239	
REAL PROPERTY TOTAL	TOTAL INCREASE				184239	184239	184239	
	TOTAL DECREASE							
FINAL REAL TOTALS	TOTAL INCREASE				184239	184239	184239	
	TOTAL DECREASE							
FINAL PERSONAL TOTALS	TOTAL INCREASE							
	TOTAL DECREASE							



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Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	(OUT ON VOTE)
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF VARIOUS CHECKS AND CASH TOTALING \$273.00 RECEIVED BY THE TAX ASSESSOR AS FEES COLLECTED FOR COPIES OF MAPS AND REAL PROPERTY DATA RELEASES TO BE DEPOSITED IN THE HARRISON COUNTY GENERAL FUND**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE RECEIPT of various checks and cash totaling \$273.00 received by the Tax Assessor as fees collected for copies of maps and real property data releases to be deposited in the Harrison County General Fund.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

- |                                    |                    |
|------------------------------------|--------------------|
| Supervisor BOBBY ELEUTERIUS voted  | AYE                |
| Supervisor LARRY BENEFIELD voted   | AYE                |
| Supervisor MARLIN R. LADNER voted  | AYE                |
| Supervisor WILLIAM W. MARTIN voted | AYE                |
| Supervisor CONNIE M. ROCKCO voted  | (ABSENT & EXCUSED) |

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING PURCHASE OF FOUR ENLIGHT 7 BAY MID-TOWER COMPUTER SYSTEMS FOR USE BY THE TAX COLLECTOR'S OFFICE FROM THE QUOTE SUBMITTED BY T&T DATA SERVICES, INC. IN THE AMOUNT OF \$3,360.00, PAYABLE FROM INTERFACE FUNDS, AND AUTHORIZING BUDGET AMENDMENT THEREFOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY APPROVE purchase of four Enlight 7 Bay Mid-tower computer systems for use by the Tax Collector's office from the quote submitted by T&T Data Services, Inc. in the amount of \$3,360.00, payable from Interface Funds, and authorizing budget amendment therefor.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	(OUT ON VOTE)
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14<sup>th</sup> day of July 2003.

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Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER APPROVING PURCHASE OF ONE LEXMARK T-520 LASER PRINTER W/CABLE, ONE HEWLETT PACKARD COLOR LASER JET 4550 FEEDER/DRAWER #C4082A, AND ONE 128 MEG RAM FOR HEWLETT PACKARD COLOR LASER JET PRINTER #C7850AK FOR USE AT THE TAX COLLECTOR'S OFFICE FROM THE QUOTE SUBMITTED BY T & T DATA SERVICES, INC. IN THE AMOUNT OF \$1,498.00, PAYABLE FROM INTERFACE FUNDS, AND AUTHORIZING BUDGET AMENDMENT THEREFOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY APPROVE purchase of one Lexmark T-520 Laser Printer w/cable, one Hewlett Packard Color Laser Jet 4550 Feeder/Drawer #C4082A, and one 128 Meg RAM for Hewlett Packard Color Laser Jet Printer #C7850AK for use at the Tax Collector's office from the quote submitted by T & T Data Services, Inc. In the amount of \$1,498.00, payable from interface Funds, and authorizing budget amendment therefor.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER APPROVING PAYMENT OF APPLICATION NO. 12 TO W.L. PILGRIM  
CONSTRUCTION COMPANY IN THE AMOUNT OF \$26,941.50 FOR WORK TO DATE ON  
JACK & FLORENCE GOLDIN (PRUDIE CIRCLE) SPORTS COMPLEX LABOR &  
MATERIALS FOR DRAINAGE & UTILITIES, AS RECOMMENDED BY DANIEL  
BOUDREAUX, COUNTY ENGINEER, PAYABLE FROM ACCOUNT 303-704-641.**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY APPROVE payment of Application No. 12 to W.L. Pilgrim Construction Company in the amount of \$26,941.50 for work to date on Jack & Florence Goldin (Prudie Circle) Sports Complex Labor & Materials for Drainage & Utilities, as recommended by Daniel Boudreaux, County Engineer, payable from account 303-704-641.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER APPROVING CHANGE ORDER NO. 1 TO MID-SOUTH CONSTRUCTION INC. FOR THE EDWIN LADNER ROAD BRIDGE REPLACEMENT PROJECT INCREASING THE CONTRACT TIME BY FOURTEEN DAYS DUE TO EXCESSIVE RAINFALL IN THE MONTH OF JUNE, AS RECOMMENDED BY ED OTT, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY APPROVE and does HEREBY AUTHORIZE the Board president to execute Change Order No. 1 to Mid-South Construction Inc. for the Edwin Ladner Road Bridge Replacement Project, increasing the contract time by fourteen days due to excessive rainfall in the month of June, as recommended by Ed Ott:

CHANGE ORDER

No. 1

Dated July 3, 2003

Owner's Project No. N/A Engineer's Project No. N/A

Project Edwin Ladner Road Bridge Replacement Project

Owner Harrison County Board of Supervisors

Contractor Mid-South Construction, Inc. Contract Date June 2, 2003

Contract For Edwin Ladner Road Bridge Replacement Project

To: Mid-South Construction, Inc. (Contractor)

You are directed to make the changes noted below in the subject contract:

Owner Harrison County Board of Supervisors

By Marlin Ladner, President

Date July 14, 2003

Nature of the Change

Excessive rain fall in month of June.

Enclosures:

Memo summarizing delay incurred

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order	\$ <u>144,350.00</u>
Net (Increase) (Decrease) Resulting from this Change Order	\$ <u>0</u>
Current Contract Price Including This Change Order	\$ <u>144,350.00</u>

NSPE 1910-S-B (1970 Edition)

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Contract Time Prior to This Change Order \_\_\_\_\_ 60 \_\_\_\_\_ Calendar Days.

Net (Increase) (Decrease) Resulting From This Change Order \_\_\_\_\_ 14 \_\_\_\_\_ Calendar Days.

Current Contract Time Including This Change Order \_\_\_\_\_ 74 \_\_\_\_\_ Calendar Days.

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The Above Changes Are Approved:

Harrison County Engineering, Department  
ENGINEER

By \_\_\_\_\_  
Edwin S. Ott, P.E.

Date July 3, 2003 \_\_\_\_\_

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The Above Changes Are Accepted:

Mid-South Construction, Inc.  
CONTRACTOR

By \_\_\_\_\_

Date \_\_\_\_\_

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Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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ORDINANCE NO. 0112HC202

Supervisor BENEFIELD moved the adoption of the following order:

**AN ORDER CONCURRING WITH THE PLANNING  
COMMISSION TO APPROVE AN EXTENTION OF A  
TEMPORARY USE PERMIT TO ALLOW FOR THE  
PLACEMENT OF A SECOND MANUFACTURED HOME  
ON A 4.4 ACRE PARCEL OF LAND.**

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 401.01.a. and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located north of and adjacent to Paradise Lane and east of Eden Place should be granted a special use permit to allow a second manufactured home on the property for the express purpose of allowing a Grand Son to care his Grandmother subject to the new home being removed when Mrs. Lyons leaves her home. The ad valorem tax parcel number of the subject property is 1307N-01-002.000. The case file number is 0112HC202.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of Harrison County Zoning Ordinance of the County of Harrison, adopted the 28th day of August, 2000, as amended, be and the same is hereby given a Temporary Use Permit for the following described property.

DESCRIPTION:

E 50 FT OF LOT 22 & LOT 23 PARADISE FARMS PHASE 1

The ad valorem Tax Parcel Number is 1307N-01-002.000.

See attached site location map.

SECTION 2. For good cause being shown and the interest and welfare of Harrison County, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and enrolled as provided by law.

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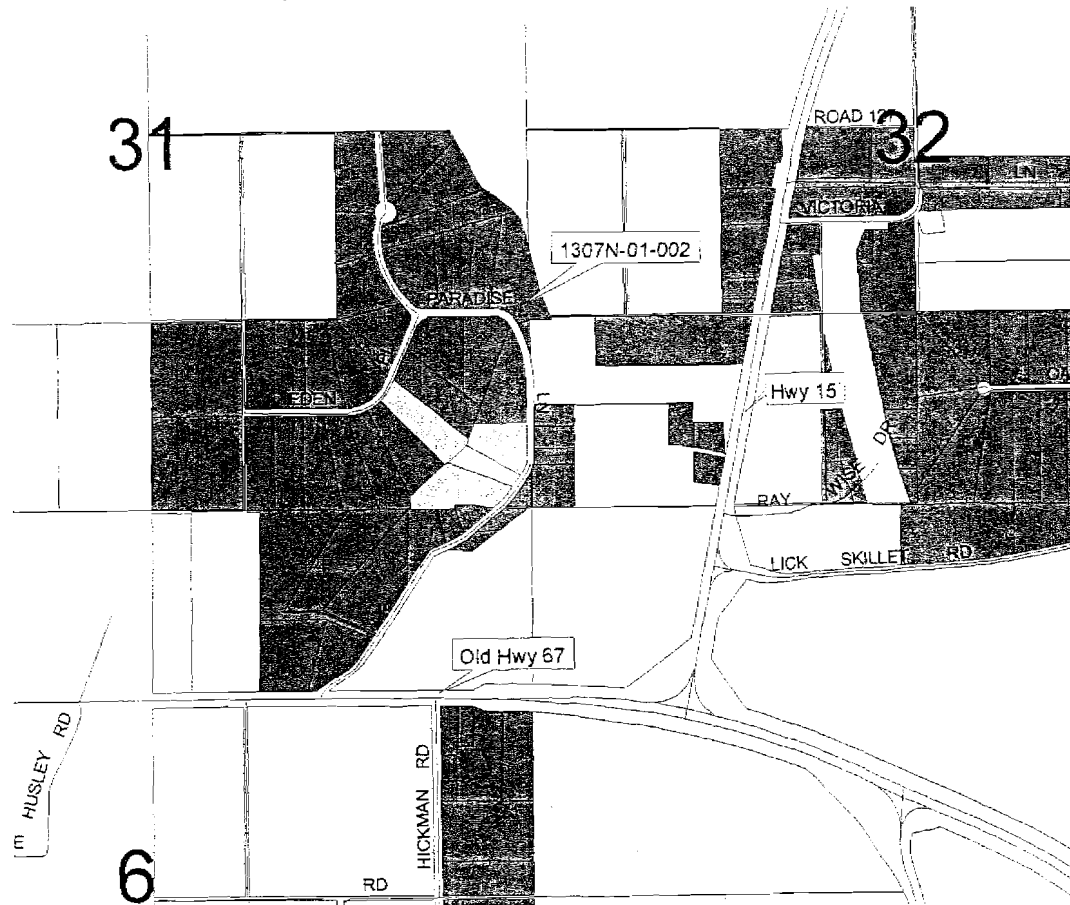
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Supervisor ELEUTERIUS seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS	<u>AYE</u> ,
Supervisor LARRY BENEFIELD	<u>AYE</u> ,
Supervisor MARLIN LADNER	<u>AYE</u> ,
Supervisor WILLIAM MARTIN	<u>AYE</u> ,
Supervisor CONNIE ROCKCO	( <u>ABSENT &amp;</u> EXCUSED)

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 14th day of July, 2003.

# 0112HC202 Temporary Use Permit



- Zoning.shp
- A-1 General Agriculture
  - E-1 Very Low Density Residential
  - R-1 Low Density Residential
  - R-2 Medium Density Residential
  - R-3 High Density Residential
  - O-1 Office
  - C-1 Neighborhood Commercial
  - C-2 General Commercial
  - C-3 Resort Commercial
  - I-1 Light Industry
  - I-2 General Industry
  - MPC Master Planned Community

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ORDINANCE NO. 0211HC222

Supervisor BENEFIELD moved the adoption of the following order:

**AN ORDER CONCURING WITH THE PLANNING  
 COMMISSION TO APPROVE AN EXTENTION OF A  
 TEMPORARY USE PERMIT TO ALLOW FOR THE  
 PLACEMENT OF A SECOND MANUFACTURED HOME  
 ON A 1.275 ACRE PARCEL OF LAND.**

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located north of and adjacent to Allen Road, east of Wickstrand Road, and west of Three Rivers Road, should be granted a Temporary Use Permit to allow for the placement of a second manufactured home subject to the older home being removed when Mrs. Henjy leaves her home. The ad valorem tax parcel numbers of the subject property is 1006F-01-030.000. The case file number is 0211HC222.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of Harrison County Zoning Ordinance of the County of Harrison, adopted the 28th day of August, 2000, as amended, be and the same is hereby amended to provide that the following described property **be issued a Temporary Use Permit.**

DESCRIPTION:

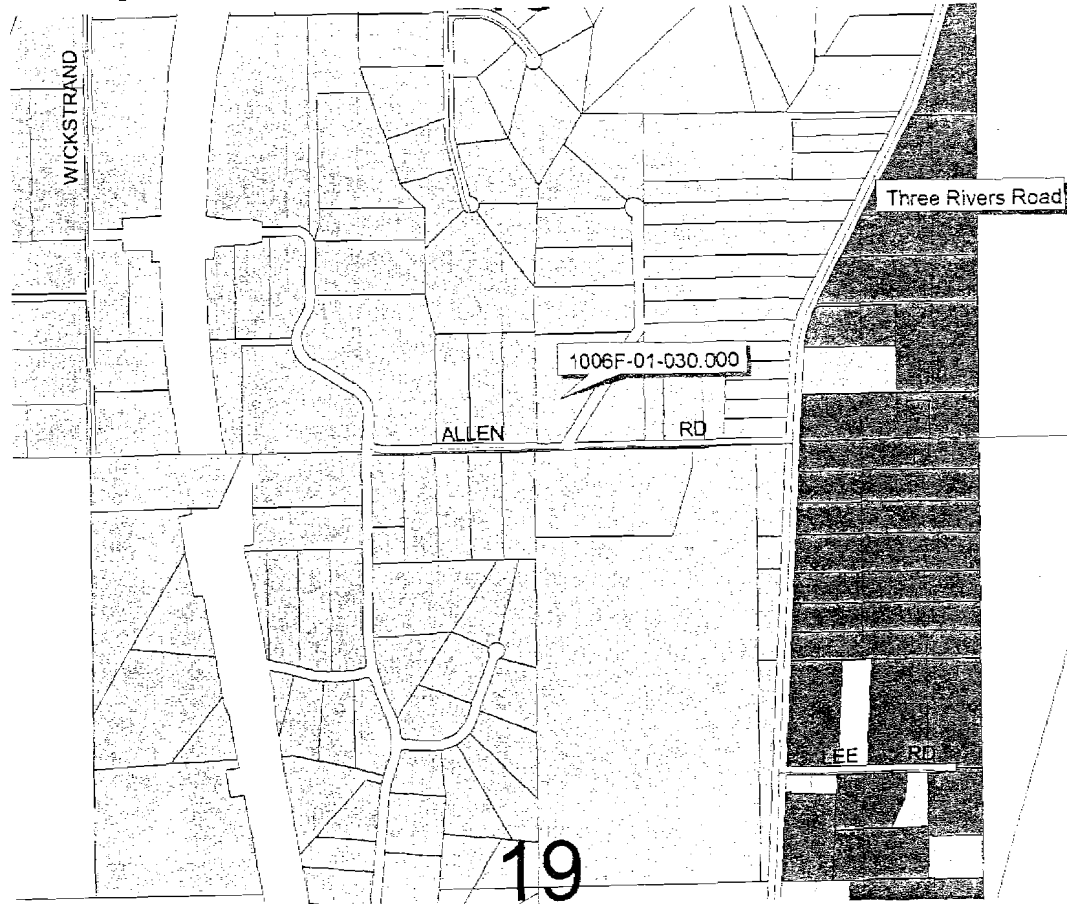
A PORTION OF LOT 17, WHITE STAR ESTATES, PHASE ONE, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 17; THENCE RUN ALONG THE WEST LINE OF SAID LOT 17, S00°38'52"E 125.03' TO AN IRON ROD FOUND AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF SAID LOT 17, S00°45'00"E 535.15' TO AN IRON ROD FOUND ON THE NORTH MARGIN OF ALLEN ROAD, SAID IRON ROD ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 17; THENCE RUN ALONG SAID NORTH MARGIN, N89°18'30"E 48.31' TO AN IRON ROD; THENCE RUN N02°42'48"E 85.70' TO AN IRON ROD; THENCE RUN 39°05'55"E 35.86' TO AN IRON ROD; THENCE RUN S79°13'24"E 130.00' TO AN IRON ROD LYING ON THE EAST LINE OF SAID LOT 17; THENCE RUN ALONG SAID EAST LINE, N33°21'41"E 35.00' TO AN IRON ROD FOUND; THENCE RUN N28°48'58"W 474.98' BACK TO THE POINT OF BEGINNING, CONTAINING 1.275 ACRES.

The ad valorem Tax Parcel Number is 1006F-01-030.001.

See attached site location map.



# 0211HC222 Temporary Use Permit



- Zoning apr 10 2003.shp
- A-1 General Agriculture
  - E-1 Very Low Density Residential
  - R-1 Low Density Residential
  - R-2 Medium Density Residential
  - R-3 High Density Residential
  - O-1 Office
  - C-1 Neighborhood Commercial
  - C-2 General Commercial
  - C-3 Resort Commercial
  - I-1 Light Industry
  - I-2 General Industry
  - MPC Master Planned Community

1000 0 1000 2000 Feet





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ORDINANCE NO. 0306HC074

Supervisor BENEFIELD moved the adoption of the following order:

**AN ORDER CONCURING WITH THE PLANNING COMMISSION TO APPROVE A ZONING MAP AMENDMENT. THE PROPERTY IS CURRENTLY ZONED A-1 (GENERAL AGRICULTURE) DISTRICT. THE REQUEST IS TO CHANGE THE ZONING DISTRICT CLASSIFICATION TO AN R-1 (LOW DENSITY RESIDENTIAL) DISTRICT.**

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located north of Frank Jim Road, east of and adjacent to Hudson Krohn Road and south of Lamey Bridge Road, should be rezoned for the purpose of building a house. The ad valorem tax parcel number of the subject property is 1206K-01-001.007. The case file number is 0306HC074.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of Harrison County Zoning Ordinance of the County of Harrison, adopted the 28th day of August, 2000, as amended, be and the same is hereby amended to provide that the following described property **be rezoned from its present classification of a A-1 (General Agriculture) District to that of an R-1 (Low Density Residential) District.**

DESCRIPTION:

1 AC(C) BEG 653.9 FT N OF SE COR OF NE1/4 OF SEC 23 W 365.3 FT TO E MAR OF HUDSON-KROHN RD NWLY ALONG RD 113.5 FT N 88 DG E 406 FT TO E LINE OF SEC S ALONG SEC LINE 120.6 FT TO POB PART OF SE1/4 OF NE1/4 OF SEC 23-6-10

The ad valorem Tax Parcel Number is 1206K-01-001.007.

See attached site location map.

SECTION 2. For good cause being shown and the interest and welfare of Harrison County, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and enrolled as provided by law.

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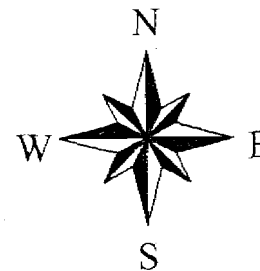
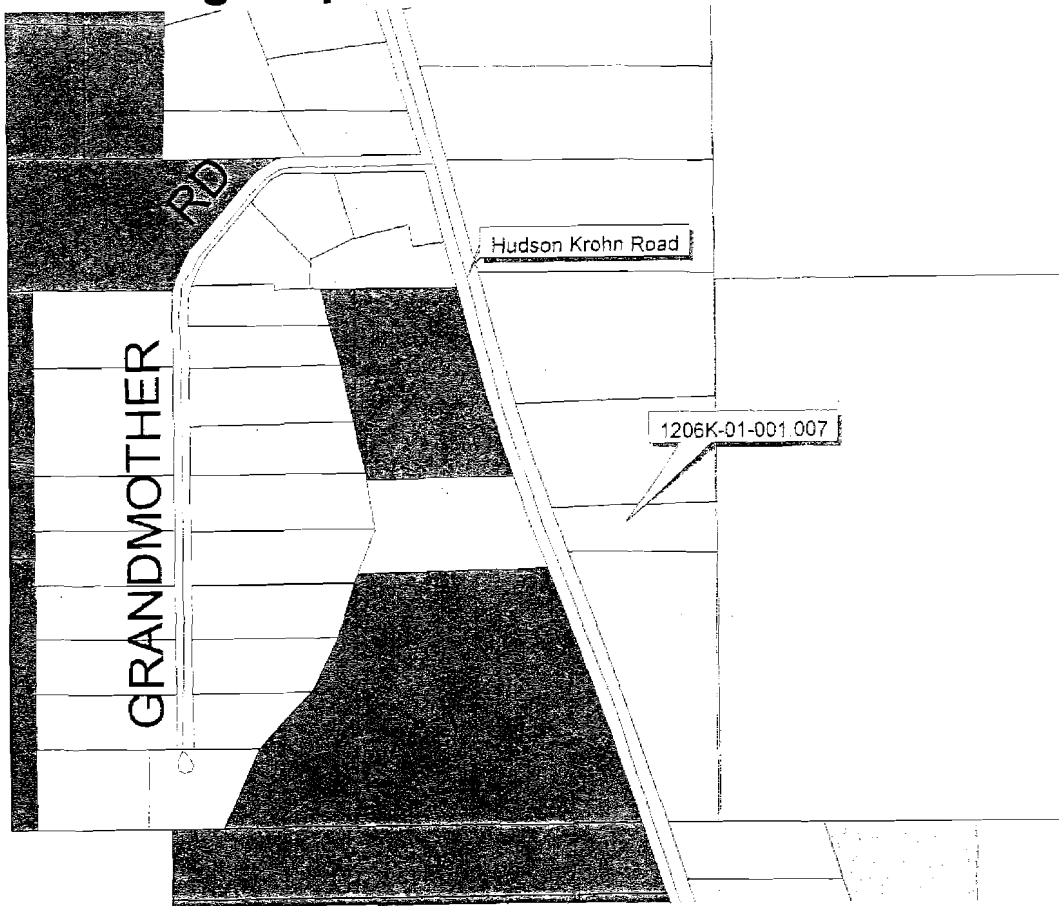
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Supervisor ELEUTERIUS seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

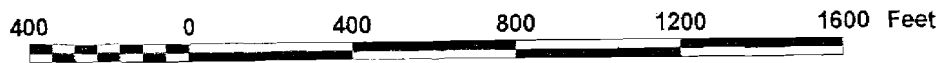
Supervisor BOBBY ELEUTERIUS	<u>AYE</u> ,
Supervisor LARRY BENEFIELD	<u>AYE</u> ,
Supervisor MARLIN LADNER	<u>AYE</u> ,
Supervisor WILLIAM MARTIN	<u>AYE</u> ,
Supervisor CONNIE ROCKCO	( <u>ABSENT &amp; EXCUSED</u> )

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 14th day of July, 2003.

# 0306HC074 Zoning Map Amendment



- Zoning apr 10 2003.shp
- A-1 General Agriculture
  - E-1 Very Low Density Residential
  - R-1 Low Density Residential
  - R-2 Medium Density Residential
  - R-3 High Density Residential
  - O-1 Office
  - C-1 Neighborhood Commercial
  - C-2 General Commercial
  - C-3 Resort Commercial
  - I-1 Light Industry
  - I-2 General Industry
  - MPC Master Planned Community



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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ORDINANCE NO. 0306HC084

Supervisor Benefield moved the adoption of the following order:

**AN ORDER CONCURING WITH THE PLANNING COMMISSION TO APPROVE A ZONING MAP AMENDMENT. THE PROPERTY IS CURRENTLY ZONED A-1 (GENERAL AGRICULTURE) DISTRICT. THE REQUEST IS TO CHANGE THE ZONING DISTRICT CLASSIFICATION TO AN R-2 (MEDIUM DENSITY RESIDENTIAL) DISTRICT.**

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located north of and adjacent to Elmer Ladner Road and west of Lobouy Road, should be rezoned for the purpose of creating two permanent manufactured home sites. The subject property is a portion of ad valorem tax parcel number of the subject property is 0308-11-002.005. The case file number is 0306HC084.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of Harrison County Zoning Ordinance of the County of Harrison, adopted the 28th day of August, 2000, as amended, be and the same is hereby amended to provide that the following described property **be rezoned from its present classification of a A-1 (General Agriculture) District to that of an R-2 (Medium Density Residential) District.**

DESCRIPTION:

A PARCEL OF LAND IN THE se ¼ OF THE NE ¼ OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 13 WEST, HARRISON COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST MARGIN OF LOUBOUY ROAD AND THE NORTH MARGIN OF ELMER LADNER ROAD; THENCE NORTH 82 DEGREES 31 MINUTES 52 SECONDS WEST ALONG THE NORTH MARGIN OF ELMER LADNER ROAD, 889.11 FEET TO AN IRON ROD AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID NORTH MARGIN OF ELMER LADNER ROAD, NORTH 83 DEGREES 25 MINUTES 03 SECONDS WEST 149.08 FEET TO AN IRON ROD; THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS EAST 996.60 FEET TO AN IRON ROD; THENCE SOUTH 89 DEGREES 48 MINUTES 00 SECONDS EAST 148.16 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS WEST 1013.17 FEET TO THE POINT OF BEGINNING, CONTAINING 3.42 ACRES OF LAND, MORE OR LESS.

The subject property is a portion of ad valorem Tax Parcel Number is 0308-11-002.005.

See attached site location map.

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SECTION 2. For good cause being shown and the interest and welfare of Harrison County, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and enrolled as provided by law.

Supervisor Eleuterius seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

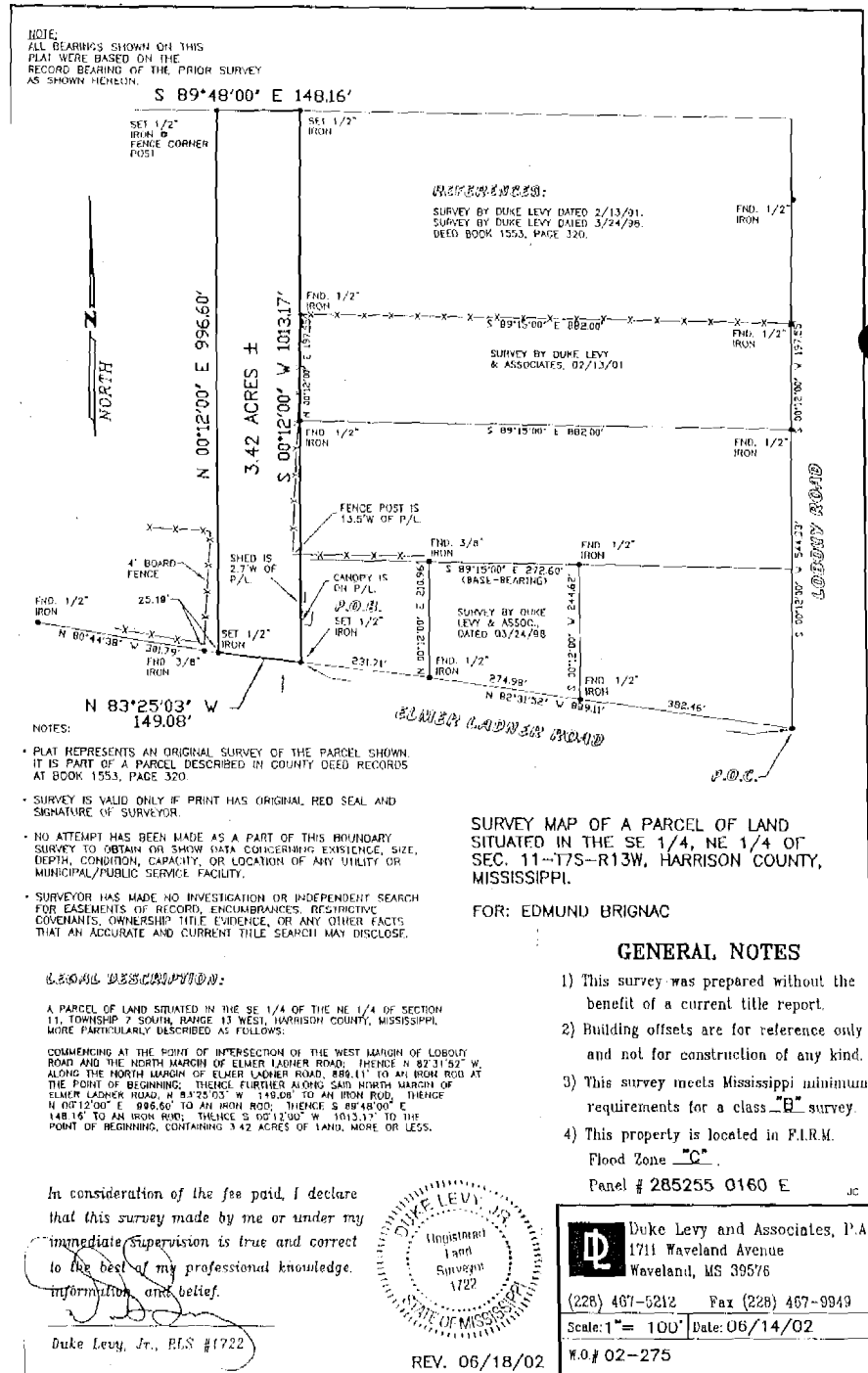
Supervisor BOBBY ELEUTERIUS	<u>AYE</u> ,
Supervisor LARRY BENEFIELD	<u>AYE</u> ,
Supervisor MARLIN LADNER	<u>AYE</u> ,
Supervisor WILLIAM MARTIN	<u>AYE</u> ,
Supervisor CONNIE ROCKCO	(ABSENT & EXCUSED)

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 14th day of July, 2003.

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### JULY 2003 TERM



NOTE:  
ALL BEARINGS SHOWN ON THIS  
PLAT WERE BASED ON THE  
RECORD BEARING OF THE PRIOR SURVEY  
AS SHOWN HEREON.

REFERENCES:  
SURVEY BY DUKE LEVY DATED 2/13/01.  
SURVEY BY DUKE LEVY DATED 3/24/98.  
DEED BOOK 1553, PAGE 320.

SURVEY MAP OF A PARCEL OF LAND  
SITUATED IN THE SE 1/4, NE 1/4 OF  
SEC. 11-17S-R13W, HARRISON COUNTY,  
MISSISSIPPI.

FOR: EDMUND BRIGNAC

**GENERAL NOTES**

- 1) This survey was prepared without the benefit of a current title report.
- 2) Building offsets are for reference only and not for construction of any kind.
- 3) This survey meets Mississippi minimum requirements for a class "B" survey.
- 4) This property is located in F.I.R.M. Flood Zone "C".  
Panel # 285255 0160 E JC

- NOTES:
- PLAT REPRESENTS AN ORIGINAL SURVEY OF THE PARCEL SHOWN IT IS PART OF A PARCEL DESCRIBED IN COUNTY DEED RECORDS AT BOOK 1553, PAGE 320.
  - SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL RED SEAL AND SIGNATURE OF SURVEYOR.
  - NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY.
  - SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

**LEGAL DESCRIPTION:**

A PARCEL OF LAND SITUATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 13 WEST, HARRISON COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE POINT OF INTERSECTION OF THE WEST MARGIN OF LOBLODY ROAD AND THE NORTH MARGIN OF ELMER LADNER ROAD; THENCE N 82°31'52" W, ALONG THE NORTH MARGIN OF ELMER LADNER ROAD, 888.11' TO AN IRON ROD AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID NORTH MARGIN OF ELMER LADNER ROAD, N 83°25'03" W 148.08' TO AN IRON ROD; THENCE N 00°12'00" E 996.60' TO AN IRON ROD; THENCE S 89°48'00" E 148.16' TO AN IRON ROD; THENCE S 00°12'00" W 1013.17' TO THE POINT OF BEGINNING, CONTAINING 3.42 ACRES OF LAND, MORE OR LESS.

In consideration of the fee paid, I declare that this survey made by me or under my immediate supervision is true and correct to the best of my professional knowledge, information, and belief.

Duke Levy, Jr., P.L.S. #1722



**D** Duke Levy and Associates, P.A.  
1711 Waveland Avenue  
Waveland, MS 39576

(228) 467-5212 Fax (228) 467-9949

Scale: 1" = 100' Date: 06/14/02

W.O.# 02-275

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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ORDINANCE NO. 0306HC096

Supervisor BENEFIELD moved the adoption of the following order:

**AN ORDER CONCURING WITH THE PLANNING  
COMMISSION TO APPROVE A ZONING MAP  
AMENDMENT. THE PROPERTY IS CURRENTLY ZONED  
A-1 (GENERAL AGRICULTURE) DISTRICT. THE  
REQUEST IS TO CHANGE THE ZONING DISTRICT  
CLASSIFICATION TO A C-2 (GENERAL COMMERCIAL)  
DISTRICT.**

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located north of I-10, east of Canal Road, should be rezoned for the purpose of correcting an error. The ad valorem tax parcel number of the subject property is 0709F-01-001.002. The case file number is 0306HC096.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of Harrison County Zoning Ordinance of the County of Harrison, adopted the 28th day of August, 2000, as amended, be and the same is hereby amended to provide that the following described property **be rezoned from its present classification of a A-1 (General Agriculture) District to that of an C-2 (General Commerical) District.**

DESCRIPTION:

20 AC BEG 1194 FT E OF NW COR OF SE 1/4 OF SW1/4 OF SEC 18 E 660 FT S 1320 FT TO N MAR OF 16TH ST W ALONG RD 660 FT N 1320 FT TO POB PART OF SE1/4 OF SW1/4 & SW1/4 OF SE1/4 OF SEC 18-7-11

The ad valorem Tax Parcel Number is 0709F-01-001.002.

See attached site location map.

SECTION 2. For good cause being shown and the interest and welfare of Harrison County, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and enrolled as provided by law.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor ELEUTERIUS seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS	<u>AYE</u> ,
Supervisor LARRY BENEFIELD	<u>AYE</u> ,
Supervisor MARLIN LADNER	<u>AYE</u> ,
Supervisor WILLIAM MARTIN	<u>AYE</u> ,
Supervisor CONNIE ROCKCO	(ABSENT & EXCUSED)

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 14th day of July, 2003.





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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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The matter of consideration of the recommendation of the Planning Commission to approve a Zoning Map Amendment for property located north of Landon Road and south of Coleman Road, being tax parcel numbers 07080-01-021.001 and 07080-01-021.003, case file number 0306HC088, came before the Board for consideration, whereupon Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER TABLING UNTIL AUGUST 4, 2003 THE RECOMMENDATION OF THE PLANNING COMMISSION TO APPROVE A ZONING MAP AMENDMENT FOR PROPERTY LOCATED NORTH OF LANDON ROAD AND SOUTH OF COLEMAN ROAD, BEING TAX PARCEL NUMBERS 07080-01-021.001 AND 07080-01-021.003, CASE FILE NUMBER 0306HC088**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY TABLE until August 4, 2003 the recommendation of the Planning Commission to approve a Zoning Map Amendment for property located north of Landon Road and south of Coleman Road, being tax parcel numbers 07080-01-021.001 and 07080-01-021.003, case file number 0306HC088, which said property is currently zoned R-1. The request is to rezone the property to an E-1 (Very Low Density Residential) District.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**ORDER BY THE HARRISON COUNTY BOARD OF SUPERVISORS TO APPROVE  
AND AUTHORIZE EXECUTION OF AN INTERLOCAL COOPERATION  
AGREEMENT BETWEEN THE CITY OF PASS CHRISTIAN, MISSISSIPPI, AND  
HARRISON COUNTY, TO PURCHASE END-USER EQUIPMENT  
FOR THE COUNTY-WIDE PUBLIC SAFETY COMMUNICATIONS SYSTEM**

**WHEREAS**, the City of Pass Christian, Mississippi, and Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement, attached hereto and incorporated herein as **Exhibit "1"**, to purchase end-user equipment for the county-wide public safety communications system; and

**WHEREAS**, the Governing Authority of the City of Pass Christian and the Board of Supervisors of Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement as provided by § 17-13-1, et seq. of the Mississippi Code of 1972, Annotated; and

**WHEREAS**, the Harrison County Board of Supervisors finds that the terms and conditions of the proposed Interlocal Government Cooperation Agreement attached hereto and incorporated herein as **Exhibit "1"**, and subject to approval by the Attorney General of Mississippi pursuant to State law, are in the best interest of all citizens, of public safety personnel, of the City of Pass Christian and of Harrison County, and said Agreement should be approved, entered into and executed; and

**WHEREAS**, the Harrison County Board of Supervisors finds that the joint effort between the City of Pass Christian and Harrison County, Mississippi, authorized by this Agreement, would make the most efficient use of their powers by enabling them to cooperate on a basis of mutual coordinated advantage and thereby provide a vital emergency service that will best accord with the geographic, economic and population facts, needs and development in each community;

3-24-04  
21-3-4

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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NOW, THEREFORE, IT IS ORDERED by the Harrison County Board of Supervisors, that:

Section 1: That the matters, facts and things herein above recited in the preamble to this Order be, and they are hereby adopted as the official findings of the Harrison County Board of Supervisors.

Section 2: That the proposed Interlocal Government Cooperation Agreement between the City of Pass Christian, Mississippi, and Harrison County, a copy of which is annexed hereto as **Exhibit "1"** and made a part hereof, be and is hereby authorized and approved, subject to approval by the Attorney General of the State of Mississippi in accordance with State law, and the President of the Board of Supervisors, be and is hereby authorized and requested to execute said Agreement on behalf of the Harrison County Board of Supervisors.

The above and foregoing Order was introduced by Supervisor Benefield, who moved the adoption of same. Said Motion was seconded by Supervisor Eleuterius. After discussion, the matter was put to a roll call vote. The result was as follows:

Supervisor BOBBY ELEUTERIUS voted	<u>AYE</u>
Supervisor LARRY BENEFIELD voted	<u>AYE</u>
Supervisor MARLIN LADNER voted	<u>AYE</u>
Supervisor WILLIAM MARTIN voted	<u>AYE</u>
Supervisor CONNIE ROCKCO voted	<u>(ABSENT &amp; EXCUSED)</u>

The motion having received the affirmative vote of a majority of the members present, the President of the Harrison County Board of Supervisors declared the motion carried.

**ORDERED** on this the 14<sup>th</sup> day of July, 2003.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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There came on for consideration at a duly constituted meeting of the Mayor and members of the Board of Aldermen of the City of Pass Christian, Mississippi, held on the 1<sup>st</sup> day of April, 2003, the following Resolution:

**A RESOLUTION BY THE PASS CHRISTIAN BOARD OF ALDERMEN TO APPROVE  
AND AUTHORIZE EXECUTION OF AN INTERLOCAL COOPERATION  
AGREEMENT BETWEEN THE CITY OF PASS CHRISTIAN, MISSISSIPPI, AND  
HARRISON COUNTY, TO PURCHASE END-USER EQUIPMENT FOR THE  
COUNTY-WIDE PUBLIC SAFETY COMMUNICATIONS SYSTEM.**

**WHEREAS**, the City of Pass Christian, Mississippi, and Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement, attached hereto and incorporated herein as **Exhibit "1"**, to purchase end-user equipment for the county-wide public safety communications system; and

**WHEREAS**, the Governing Authority of the City of Pass Christian and the Board of Supervisors of Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement as provided by § 17-13-1, et seq. of the Mississippi Code of 1972, Annotated; and

**WHEREAS**, the Governing Authority of the City of Pass Christian finds that the terms and conditions of the proposed Interlocal Government Cooperation Agreement attached hereto and incorporated herein as **Exhibit "1"**, and subject to approval by the Attorney General of Mississippi pursuant to State law, are in the best interest of all citizens, of public safety, of the City of Pass Christian and Harrison County, and said Agreement should be approved, entered into and executed; and

**WHEREAS**, the Governing Authority of the City of Pass Christian further finds that the consolidated county-wide communications project including the establishment of a consolidated communications dispatch center is in the best interest of all citizens, of public safety, of the City of Pass Christian and Harrison County, and the City of Pass Christian hereby agrees to support and to participate in said project;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Pass Christian, Mississippi, as follows, to-wit:

**Section 1:** That the matters, facts and things herein above recited in the preamble to this

**EXHIBIT**

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with State law, and Mayor Billy McDonald and the City Clerk, be and they are hereby authorized and requested to execute said Agreement on behalf of the City of Pass Christian.

**Section 3:** That the City of Pass Christian hereby agrees to support and to participate in the consolidated communications project including the establishment of a consolidated communications dispatch center.

**Section 4:** That this Resolution be, and it is hereby placed in full force and effect as of the date of passage and enactment hereof according to law, and the City Clerk is hereby instructed to provide a copy of this Resolution to the Board of Supervisors of Harrison County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk was introduced by Alderman ANTOINE, seconded by Alderman PIERNAS, and was adopted by the following roll call vote:


	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>
Howard McKissack	<u>X</u>	<u>      </u>	<u>      </u>
Joe Piernas	<u>X</u>	<u>      </u>	<u>      </u>
Michael Antoine	<u>X</u>	<u>      </u>	<u>      </u>
Donald Moore	<u>X</u>	<u>      </u>	<u>      </u>
Chipper McDermott	<u>X</u>	<u>      </u>	<u>      </u>

WHEREUPON, the President declared the motion carried and the Resolution adopted this the 1<sup>st</sup> day of April 2003.

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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The above and foregoing Resolution submitted to and approved by the Mayor, this the  
1st day of April 2003.

  
MAYOR

CERTIFICATE

I, VIKKE A. GOFF, duly qualified and appointed City Clerk/Deputy  
City Clerk for the City of Pass Christian, Mississippi, do hereby certify that the  
attached is a true and correct copy of: a Proclamation/a Resolution/Board Minutes  
adopted by the Mayor and Board of Aldermen at a Regular/Recess Meeting held on  
the 1st day of April, 2003, appearing in Minute Book 30  
of the Official Minutes. Witness my hand and the seal of the City, this the 19th day  
of JUNE, 2003.

(SEAL)

  
City Clerk/Deputy Clerk

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**ORDER BY THE HARRISON COUNTY BOARD OF SUPERVISORS TO APPROVE  
AND AUTHORIZE EXECUTION OF AN INTERLOCAL COOPERATION  
AGREEMENT BETWEEN THE CITY OF LONG BEACH, MISSISSIPPI, AND  
HARRISON COUNTY, TO PURCHASE END-USER EQUIPMENT  
FOR THE COUNTY-WIDE PUBLIC SAFETY COMMUNICATIONS SYSTEM**

**WHEREAS**, the City of Long Beach, Mississippi, and Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement, attached hereto and incorporated herein as **Exhibit "I"**, to purchase end-user equipment for the county-wide public safety communications system; and

**WHEREAS**, the Governing Authority of the City of Long Beach and the Board of Supervisors of Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement as provided by § 17-13-1, et seq. of the Mississippi Code of 1972, Annotated; and

**WHEREAS**, the Harrison County Board of Supervisors finds that the terms and conditions of the proposed Interlocal Government Cooperation Agreement attached hereto and incorporated herein as **Exhibit "I"**, and subject to approval by the Attorney General of Mississippi pursuant to State law, are in the best interest of all citizens, of public safety personnel, of the City of Long Beach and of Harrison County, and said Agreement should be approved, entered into and executed; and

**WHEREAS**, the Harrison County Board of Supervisors finds that the joint effort between the City of Long Beach and Harrison County, Mississippi, authorized by this Agreement, would make the most efficient use of their powers by enabling them to cooperate on a basis of mutual coordinated advantage and thereby provide a vital emergency service that will best accord with the geographic, economic and population facts, needs and development in each community;



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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NOW, THEREFORE, IT IS ORDERED by the Harrison County Board of Supervisors,  
that:

Section 1: That the matters, facts and things herein above recited in the preamble to this Order be, and they are hereby adopted as the official findings of the Harrison County Board of Supervisors.

Section 2: That the proposed Interlocal Government Cooperation Agreement between the City of Long Beach, Mississippi, and Harrison County, a copy of which is annexed hereto as Exhibit "1" and made a part hereof, be and is hereby authorized and approved, subject to approval by the Attorney General of the State of Mississippi in accordance with State law, and the President of the Board of Supervisors, be and is hereby authorized and requested to execute said Agreement on behalf of the Harrison County Board of Supervisors.

The above and foregoing Order was introduced by Supervisor Benefield, who moved the adoption of same. Said Motion was seconded by Supervisor Eleuterius. After discussion, the matter was put to a roll call vote. The result was as follows:

Supervisor BOBBY ELEUTERIUS voted	<u>AYE</u>
Supervisor LARRY BENEFIELD voted	<u>AYE</u>
Supervisor MARLIN LADNER voted	<u>AYE</u>
Supervisor WILLIAM MARTIN voted	<u>AYE</u>
Supervisor CONNIE ROCKCO voted	<u>(ABSENT &amp; EXCUSED)</u>

The motion having received the affirmative vote of a majority of the members present, the President of the Harrison County Board of Supervisors declared the motion carried.

ORDERED on this the 14<sup>th</sup> day of July, 2003.

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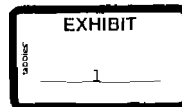
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Minutes of June 17, 2003  
 Mayor and Board of Aldermen

INTERLOCAL COOPERATION AGREEMENT  
 BETWEEN HARRISON COUNTY AND THE CITY OF LONG BEACH, MISSISSIPPI, TO PURCHASE  
 END-USER EQUIPMENT  
 FOR THE COUNTY-WIDE PUBLIC SAFETY COMMUNICATIONS SYSTEM

This Interlocal Cooperation Agreement is made and entered into by and between Harrison County, Mississippi, (the "County"), and the City of Long Beach, Mississippi ("Municipality") in accordance with and pursuant to the provisions of the Interlocal Cooperation Act of 1974, §17-13-1, et seq., Mississippi Code of 1972, as amended (the "Code").

1. DURATION. The term of this Agreement shall commence on the date this Agreement is approved by the Attorney General of the State of Mississippi (the "Attorney General") as provided for in §17-13-11 of the Code and shall end ten (10) years thereafter unless terminated or extended as provided for hereinafter. In the event the Attorney General disapproves this Agreement, it shall be null and void ab initio.
2. PURPOSE. The County and all Municipalities within the County, through the Harrison County Emergency Communications Commission, are implementing a County-wide communications system for all public safety entities operating within Harrison County. For purposes of this Agreement, public safety entities are defined as police, fire service, emergency medical service, 911 communications, emergency management (Civil Defense) and Medical Examiner. The purpose of this Agreement is to establish a method by which the parties to this Agreement can share the costs of purchasing the end-user equipment needed to implement the system and to otherwise set forth the various responsibilities of the parties. The quantities and types of end-user equipment have been determined by the 2003 Needs Assessment prepared by the Harrison County Emergency Communications Commission, a copy of which is attached hereto as Exhibit "1" and incorporated herein. The County agrees to provide seventy percent (70%) of the costs of the equipment as set forth in this Agreement and the Municipality agrees to be responsible for the remaining thirty percent (30%). It is expressly understood that the County's portion of the costs shall be capped at \$300,860.00. In the event the Municipality determines that it does not need all the equipment as set forth in the needs assessment, then this reduction in need must be verified and approved by the Harrison County Emergency Communications Commission.
3. CREATION OF STATUTORY AUTHORITY. Harrison County is a political subdivision of the State of



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Minutes of June 17, 2003  
 Mayor and Board of Aldermen

Mississippi whose powers and authorities are set forth generally in Title 19 of the Code. The specific authority for this Agreement is found in the provisions of Sections 19-5-301 through 19-5-319, specifically including Section 19-5-313, and a Local and Private Act of 1984, being Chapter 933 thereof. Long Beach, Mississippi is a municipal corporation whose powers are set forth generally in Title 21 of the Code. The specific authority for this Agreement is found in the provisions of Sections 19-5-301 through 19-5-319, specifically including Section 19-5-313, and a Local and Private Act of 1984, being Chapter 933 thereof.

4. FINANCING. Financing of the County's portion of the costs for this equipment shall be from funds received by the County from excess proceeds of the emergency telephone service charges assessed by the County as provided for in Section 19-5-313 of the Code and by loan proceeds received from the Mississippi Development Bank. The loan proceeds in the amount of \$15,000,000.00 was and is primarily being used to purchase the infrastructure equipment necessary to operate the communications system. The Municipality's portion of the costs shall be paid from its general fund monies or other funds which may be available for this purpose. There will be no joint funds to be administered pursuant to this Agreement.
5. TERMINATION OR AMENDMENT. Amendments to the Agreement may be made with the consent and approval of both parties. The Agreement can be terminated at any time by the official action of either party provided the other party is given at least ninety (90) days written notice of the termination.
6. ADMINISTRATION. This joint undertaking shall be administered by the Harrison County Emergency Communications Commission.
7. GENERAL PROVISIONS.
- 7.1. The County and/or the Harrison County Emergency Communications Commission agrees to expend funds for the purchase of end-user equipment not to exceed an amount which is seventy percent (70%) of the total amount recommended by the 2003 Needs Assessment Study (Exhibit "1"). The Municipality agrees to expend funds for the purchase of end-user equipment at a minimum amount of thirty percent (30%) of the total amount recommended by the 2003 Needs Assessment Study (Exhibit "1").
- 7.2. The initial purchase of radios shall include standard, command and administrative radios as established by the 2003 Needs Assessment Study (Exhibit "1"). Subject to the approval of the

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Harrison County Emergency Communications Commission, the Municipality may request different radios and/or equipment from that proposed in the Needs Assessment Study, but the County's portion of the costs cannot exceed the amount set forth in Paragraph 2 of this Agreement and the total amount of equipment purchased, at a minimum, must be sufficient to satisfy the Municipality's essential needs.

- 7.3. The purchase of additional radios and ancillary equipment shall be the responsibility of the Municipality.
- 7.4. All radios and ancillary equipment shall meet the specifications established by the Harrison County Emergency Communications Commission regardless of the entity purchasing same.
- 7.5. All equipment purchased with County funds will remain the property of the County even though it may be assigned to the Municipality. The County shall be responsible for maintaining an accurate inventory of this equipment. All equipment purchased with funds from the Municipality shall remain the property of the Municipality and it shall maintain an accurate inventory of same. In the event this Agreement is terminated, the property shall be returned to the party owning same.
- 7.6. After the initial purchase, the Municipality agrees to be responsible for all expenses associated with both the end-user equipment purchased by the County which is assigned to the Municipality and the equipment purchased by the Municipality. This includes, but is not limited to the following, maintenance costs; insurance; repairs; replacements; and upgrades.
- 7.7. The Municipality agrees to maintain the end-user equipment purchased by the County and assigned to the Municipality in good working order. In the event any of this equipment is lost or destroyed, the Municipality shall replace same at its expense and the same shall be deemed to be County equipment.
- 7.8. Until the County provides a consolidated dispatch facility, the County agrees to provide an adequate amount of infrastructure equipment to continue using existing dispatch centers. The amount of infrastructure equipment shall be determined by the Harrison County Emergency Communications Commission. The County shall be responsible for one hundred percent (100%) of the costs of said equipment including the initial purchase, maintenance costs, insurance, repairs,

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replacement, and/or upgrades. Any damage to the equipment, other than ordinary wear and tear, shall be the responsibility of the Municipality.

- 7.9. All infrastructure equipment purchased by the County and/or Harrison County Emergency Communications Commission and assigned to the Municipality shall remain the property of the County and shall be returned to the County upon the termination of this Agreement.
- 7.10. All property purchased pursuant to the terms of this Agreement shall be used exclusively for the purposes outlined in Miss. Code Ann. § 19-5-301, et seq., and as established by the Rules and Regulations of the Harrison County Emergency Communications Commission. All equipment being used inconsistent with this paragraph shall be surrendered to the Harrison County Emergency Communications Commission upon their request.
- 7.11. Prior to the purchase of any equipment, the Municipality must pass a Resolution supporting and agreeing to participate in the consolidated county-wide communications project including the establishment of a consolidated communications dispatch center.
- 7.12. If this communications system which was developed solely for the purposes outlined in Miss. Code Ann. § 19-5-301, et seq., should have excess capacity and if the Municipality desires to utilize that capacity for a non-public safety purpose, then the Municipality may be allowed to use the system for that purpose subject to the following conditions: the usage must be approved by the Harrison County Emergency Communications Commission; the Municipality must pay the direct costs associated with that use; and the use shall be discontinued when the excess capacity is needed by a public safety entity as determined by the Harrison County Emergency Communications Commission.

8. MISCELLANEOUS PROVISIONS

- 8.01. Governing Law. This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Mississippi.
- 8.02. Severability. If any provision of this Agreement or the application of any provision to any person or circumstance is or becomes invalid or unenforceable to any extent, then the remainder of this Agreement and the application of such provisions to any other person or circumstances shall not

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be affected by such invalidity or unenforceability and shall be enforced to the greatest extent permitted by law.

8.03. Counterparts/Entire Agreement This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. This Agreement contains the sole and entire understanding between and among the parties hereto with respect to the subject matter hereof. All promises, inducements, offers, letters of intent, solicitation, agreements, commitments, representations and warranties made between such parties prior to this Agreement are superseded by this Agreement.

8.04. Captions. Captions, Sections and Article headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of this Agreement nor the intent of any provision hereof.

WITNESSETH the signatures of the parties, this the 17<sup>th</sup> day of June, 2003.

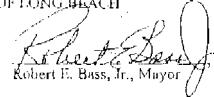
HARRISON COUNTY

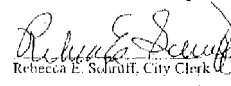
By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Clerk

Attest: \_\_\_\_\_  
Chancery Clerk

CITY OF LONG BEACH

By:   
Robert E. Bass, Jr., Mayor

Attest:   
Rebecca E. Schuff, City Clerk

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**ORDER BY THE HARRISON COUNTY BOARD OF SUPERVISORS TO APPROVE  
AND AUTHORIZE EXECUTION OF AN INTERLOCAL COOPERATION  
AGREEMENT BETWEEN THE CITY OF D'IBERVILLE, MISSISSIPPI, AND  
HARRISON COUNTY, TO PURCHASE END-USER EQUIPMENT  
FOR THE COUNTY-WIDE PUBLIC SAFETY COMMUNICATIONS SYSTEM**

WHEREAS, the City of D'Iberville, Mississippi, and Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement, attached hereto and incorporated herein as **Exhibit "1"**, to purchase end-user equipment for the county-wide public safety communications system; and

WHEREAS, the Governing Authority of the City of D'Iberville and the Board of Supervisors of Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement as provided by § 17-13-1, et seq. of the Mississippi Code of 1972, Annotated; and

WHEREAS, the Harrison County Board of Supervisors finds that the terms and conditions of the proposed Interlocal Government Cooperation Agreement attached hereto and incorporated herein as **Exhibit "1"**, and subject to approval by the Attorney General of Mississippi pursuant to State law, are in the best interest of all citizens, of public safety personnel, of the City of D'Iberville and of Harrison County, and said Agreement should be approved, entered into and executed; and

WHEREAS, the Harrison County Board of Supervisors finds that the joint effort between the City of D'Iberville and Harrison County, Mississippi, authorized by this Agreement, would make the most efficient use of their powers by enabling them to cooperate on a basis of mutual coordinated advantage and thereby provide a vital emergency service that will best accord with the geographic, economic and population facts, needs and development in each community;

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NOW, THEREFORE, IT IS ORDERED by the Harrison County Board of Supervisors,  
that:

Section 1: That the matters, facts and things herein above recited in the preamble to this Order be, and they are hereby adopted as the official findings of the Harrison County Board of Supervisors.

Section 2: That the proposed Interlocal Government Cooperation Agreement between the City of D'Iberville, Mississippi, and Harrison County, a copy of which is annexed hereto as **Exhibit "I"** and made a part hereof, be and is hereby authorized and approved, subject to approval by the Attorney General of the State of Mississippi in accordance with State law, and the President of the Board of Supervisors, be and is hereby authorized and requested to execute said Agreement on behalf of the Harrison County Board of Supervisors.

The above and foregoing Order was introduced by Supervisor Benefield, who moved the adoption of same. Said Motion was seconded by Supervisor Eleuterius. After discussion, the matter was put to a roll call vote. The result was as follows:

Supervisor BOBBY ELEUTERIUS voted	<u>AYE</u> ___
Supervisor LARRY BENEFIELD voted	<u>AYE</u> ___
Supervisor MARLIN LADNER voted	<u>AYE</u> ___
Supervisor WILLIAM MARTIN voted	<u>AYE</u> ___
Supervisor CONNIE ROCKCO voted	( <u>ABSENT</u> & EXCUSED)

The motion having received the affirmative vote of a majority of the members present, the President of the Harrison County Board of Supervisors declared the motion carried.

**ORDERED** on this the 14<sup>th</sup> day of July, 2003.



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**CERTIFICATE**

I, the undersigned, Mary Lee Williams, City Clerk of the City of D'Iberville, Mississippi, do hereby certify that the attached Resolution No. 1101 is a true copy of the original which was duly considered, adopted and passed by the members of the D'Iberville City Council, at a duly held meeting on the 6<sup>th</sup> day of May, 2003, and that the original appears on record in my office in from which the copy was taken and compared.

Done this the 23<sup>rd</sup> day of June, 2003.

  
Mary Lee Williams, City Clerk

(SEAL)



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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RESOLUTION NO. 1101

There came on for consideration at a duly constituted meeting of the Mayor and members of the City Council of the City of D'Iberville, Mississippi, held on the 6<sup>th</sup> day of May, 2003, the following Resolution:

**A RESOLUTION BY THE D'IBERVILLE CITY COUNCIL TO APPROVE AND  
AUTHORIZE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF D'IBERVILLE, MISSISSIPPI, AND HARRISON COUNTY,  
TO PURCHASE END-USER EQUIPMENT FOR THE COUNTY-WIDE PUBLIC  
SAFETY COMMUNICATIONS SYSTEM AND TO REAFFIRM THE CITY OF  
D'IBERVILLE'S SUPPORT FOR A CONSOLIDATED PUBLIC SAFETY  
COMMUNICATIONS DISPATCH OPERATIONS**

**WHEREAS**, the City of D'Iberville, Mississippi, and Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement, attached hereto and incorporated herein as **Exhibit "1"**, to allow the County to purchase end-user equipment from the City of D'Iberville to assist in the implementation of a County-wide public safety communications system; and

**WHEREAS**, the Governing Authority of the City of D'Iberville and the Board of Supervisors of Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement as provided by § 17-13-1, et seq. of the Mississippi Code of 1972, Annotated; and

**WHEREAS**, the Governing Authority of the City of D'Iberville finds that the terms and conditions of the proposed Interlocal Government Cooperation Agreement attached hereto and incorporated herein as **Exhibit "1"**, and subject to approval by the Attorney General of Mississippi pursuant to State law, are in the best interest of all citizens, of public safety personnel, of the City of D'Iberville and of Harrison County, and said Agreement should be approved, entered into and executed; and

**WHEREAS**, the Governing Authority of the City of D'Iberville further finds that the consolidated county-wide communications project including the establishment of a consolidated

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public safety communications dispatch operations is in the best interest of all citizens, of public safety personnel, of the City of D'Iberville and Harrison County, and the City of D'Iberville hereby agrees to reaffirm the City of D'Iberville's support for and to participate in said project;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of D'Iberville, Mississippi, as follows, to-wit:

**Section 1:** That the matters, facts and things herein above recited in the preamble to this Resolution be, and they are hereby adopted as the official findings of the Governing Authority of the City of D'Iberville.

**Section 2:** That certain proposed Interlocal Government Cooperation Agreement between the City of D'Iberville, Mississippi, and Harrison County, a copy of which is annexed hereto as **Exhibit "1"** and made a part hereof, be and is hereby authorized and approved, subject to approval by the Attorney General of the State of Mississippi in accordance with State law, and Mayor Rusty Quave and the City Clerk, be and they are hereby authorized and requested to execute said Agreement on behalf of the City of D'Iberville.

**Section 3:** That the City of D'Iberville hereby agrees to reaffirm the City's support and to participate in the consolidated public safety communications project including the establishment of a consolidated communications dispatch operations.

**Section 4:** That this Resolution be, and it is hereby placed in full force and effect as of the date of passage and enactment hereof according to law, and the City Clerk is hereby instructed to forward a properly executed copy of this Resolution to the Board of Supervisors of Harrison County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk was introduced by Councilman Freeman, seconded by Councilman Davis, and was adopted by the following roll call vote:

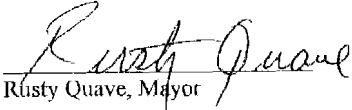
Mayor Rusty Quave	voted: Aye
Councilman at Large Oliver E. Diaz, Sr.	voted: Aye
Councilman Brian Freeman	voted: Aye
Councilwoman Linda Davis	voted: Aye

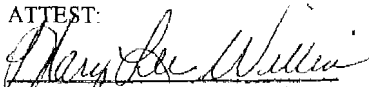
**MINUTE BOOK**  
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Councilman Teddy Harder, Jr.                      voted: Aye  
Councilman Robert "Bob" Bellman                voted: Aye

The Mayor declared the motion carried and the resolution adopted this the 6<sup>th</sup> day of  
May, 2003.

  
Rusty Quave, Mayor

ATTEST:  
  
Mary Lee Williams, City Clerk

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**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN HARRISON COUNTY AND THE CITY OF D'IBERVILLE, MISSISSIPPI,**  
**TO PURCHASE END-USER EQUIPMENT**  
**FOR THE COUNTY-WIDE PUBLIC SAFETY COMMUNICATIONS SYSTEM**

This Interlocal Cooperation Agreement is made and entered into by and between Harrison County, Mississippi, (the "County"), and the City of D'Iberville, Mississippi ("Municipality") in accordance with and pursuant to the provisions of the Interlocal Cooperation Act of 1974, §17-13-1, et seq., Mississippi Code of 1972, as amended (the "Code").

1. DURATION. The term of this Agreement shall commence on the date this Agreement is approved by the Attorney General of the State of Mississippi (the "Attorney General") as provided for in §17-13-11 of the Code and shall end ten (10) years thereafter unless terminated or extended as provided for hereinafter. In the event the Attorney General disapproves this Agreement, it shall be null and void ab initio.
2. PURPOSE. The County and all Municipalities within the County, through the Harrison County Emergency Communications Commission, are implementing a County-wide communications system for all public safety entities operating within Harrison County. For purposes of this Agreement, public safety entities are defined as police, fire service, emergency medical service, 911 communications, emergency management (Civil Defense) and Medical Examiner. The purpose of this Agreement is to establish a method by which the parties to this Agreement can share the costs of purchasing the end-user equipment needed to implement the system and to otherwise set forth the various responsibilities of the parties. The quantities and types of end-user equipment have been determined by the 2003 Needs Assessment prepared by the Harrison County Emergency Communications Commission, a copy of which is attached hereto as **Exhibit "1"** and incorporated herein. The County agrees to provide seventy percent (70%) of the costs of the equipment as set forth in this Agreement and the Municipality agrees to be responsible for the remaining thirty percent (30%). It is expressly understood that the

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County's portion of the costs shall be capped at \$98,490.00. In the event the Municipality determines that it does not need all the equipment as set forth in the needs assessment, then this reduction in need must be verified and approved by the Harrison County Emergency Communications Commission.

3. CITATION OF STATUTORY AUTHORITY. Harrison County is a political subdivision of the State of Mississippi whose powers and authorities are set forth generally in Title 19 of the Code. The specific authority for this Agreement is found in the provisions of Sections 19-5-301 through 19-5-319, specifically including Section 19-5-313, and a Local and Private Act of 1984, being Chapter 933 thereof. D'Iberville, Mississippi is a municipal corporation whose powers are set forth generally in Title 21 of the Code. The specific authority for this Agreement is found in the provisions of Sections 19-5-301 through 19-5-319, specifically including Section 19-5-313, and a Local and Private Act of 1984, being Chapter 933 thereof.
4. FINANCING. Financing of the County's portion of the costs for this equipment shall be from funds received by the County from excess proceeds of the emergency telephone service charges assessed by the County as provided for in Section 19-5-313 of the Code and by loan proceeds received from the Mississippi Development Bank. The loan proceeds in the amount of \$15,000,000.00 was and is primarily being used to purchase the infrastructure equipment necessary to operate the communications system. The Municipality's portion of the costs shall be paid from its general fund monies or other funds which may be available for this purpose. There will be no joint funds to be administered pursuant to this Agreement.
5. TERMINATION OR AMENDMENT. Amendments to the Agreement may be made with the consent and approval of both parties. The Agreement can be terminated at any time by the official action of either party provided the other party is given at least ninety (90) days written notice of the termination.
6. ADMINISTRATION. This joint undertaking shall be administered by the Harrison

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County Emergency Communications Commission.

7. GENERAL PROVISIONS

- 7.1. The County and/or the Harrison County Emergency Communications Commission agrees to expend funds for the purchase of end-user equipment not to exceed an amount which is seventy percent (70%) of the total amount recommended by the 2003 Needs Assessment Study (**Exhibit "1"**). The Municipality agrees to expend funds for the purchase of end-user equipment at a minimum amount of thirty percent (30%) of the total amount recommended by the 2003 Needs Assessment Study (**Exhibit "1"**).
- 7.2. The initial purchase of radios shall include standard, command and administrative radios as established by the 2003 Needs Assessment Study (**Exhibit "1"**). Subject to the approval of the Harrison County Emergency Communications Commission, the Municipality may request different radios and/or equipment from that proposed in the Needs Assessment Study, but the County's portion of the costs cannot exceed the amount set forth in Paragraph 2 of this Agreement and the total amount of equipment purchased, at a minimum, must be sufficient to satisfy the Municipality's essential needs.
- 7.3. The purchase of additional radios and ancillary equipment shall be the responsibility of the Municipality.
- 7.4. All radios and ancillary equipment shall meet the specifications established by the Harrison County Emergency Communications Commission regardless of the entity purchasing same.
- 7.5. All equipment purchased with County funds will remain the property of the County even though it may be assigned to the Municipality. The County shall be responsible for maintaining an accurate inventory of this equipment. All equipment purchased with funds from the Municipality shall remain the property of the Municipality and it shall maintain an accurate inventory of same. In the

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event this Agreement is terminated, the property shall be returned to the party owning same.

- 7.6. After the initial purchase, the Municipality agrees to be responsible for all expenses associated with both the end-user equipment purchased by the County which is assigned to the Municipality and the equipment purchased by the Municipality. This includes, but is not limited to the following: maintenance costs; insurance; repairs; replacements, and upgrades.
- 7.7. The Municipality agrees to maintain the end-user equipment purchased by the County and assigned to the Municipality in good working order. In the event any of this equipment is lost or destroyed, the Municipality shall replace same at its expense and the same shall be deemed to be County equipment.
- 7.8. Until the County provides a consolidated dispatch facility, the County agrees to provide an adequate amount of infrastructure equipment to continue using existing dispatch centers. The amount of infrastructure equipment shall be determined by the Harrison County Emergency Communications Commission. The County shall be responsible for one hundred percent (100%) of the costs of said equipment including the initial purchase, maintenance costs, insurance, repairs, replacement, and/or upgrades. Any damage to the equipment, other than ordinary wear and tear, shall be the responsibility of the Municipality.
- 7.9. All infrastructure equipment purchased by the County and/or Harrison County Emergency Communications Commission and assigned to the Municipality shall remain the property of the County and shall be returned to the County upon the termination of this Agreement.
- 7.10. All property purchased pursuant to the terms of this Agreement shall be used exclusively for the purposes outlined in Miss. Code Ann. § 19-5-301, et. seq., and as established by the Rules and Regulations of the Harrison County Emergency Communications Commission. All equipment being used inconsistent with this



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paragraph shall be surrendered to the Harrison County Emergency Communications Commission upon their request.

7.11. Prior to the purchase of any equipment, the Municipality must pass a Resolution supporting and agreeing to participate in the consolidated county-wide communications project including the establishment of a consolidated communications dispatch center.

7.12. If this communications system which was developed solely for the purposes outlined in Miss. Code Ann. § 19-5-301, et seq., should have excess capacity and if the Municipality desires to utilize that capacity for a non-public safety purpose, then the Municipality may be allowed to use the system for that purpose subject to the following conditions: the usage must be approved by the Harrison County Emergency Communications Commission; the Municipality must pay the direct costs associated with that use; and the use shall be discontinued when the excess capacity is needed by a public safety entity as determined by the Harrison County Emergency Communications Commission.

8. MISCELLANEOUS PROVISIONS.

8.01. Governing Law. This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Mississippi.

8.02. Severability. If any provision of this Agreement or the application of any provision to any person or circumstance is or become invalid or unenforceable to any extent, then the remainder of this Agreement and the application of such provisions to any other person or circumstances shall not be affected by such invalidity or un-enforceability and shall be enforced to the greatest extent permitted by law.

8.03. Counterparts/Entire Agreement. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. This Agreement contains the sole

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and entire understanding between and among the parties hereto with respect to the subject matter hereof. All promises, inducements, offers, letters of intent, solicitation, agreements, commitments, representations and warranties made between such parties prior to this Agreement are superseded by this Agreement.

8.04. Captions. Captions, Sections and Article headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of this Agreement nor the intent of any provision hereof.

WITNESSETH the signatures of the parties, this the \_\_\_\_ day of \_\_\_\_\_, 2003.

HARRISON COUNTY

CITY OF D'Iberville

By: \_\_\_\_\_  
President

By: Rusty Quinn  
Mayor

Attest: \_\_\_\_\_  
Clerk

Attest: Mary Lee Williams  
Clerk

Attest: \_\_\_\_\_  
Chancery Clerk

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**ORDER BY THE HARRISON COUNTY BOARD OF SUPERVISORS TO APPROVE  
AND AUTHORIZE EXECUTION OF AN INTERLOCAL COOPERATION  
AGREEMENT BETWEEN THE CITY OF BILOXI, MISSISSIPPI, AND HARRISON  
COUNTY, TO PURCHASE END-USER EQUIPMENT  
FOR THE COUNTY-WIDE PUBLIC SAFETY COMMUNICATIONS SYSTEM**

**WHEREAS**, the City of Biloxi, Mississippi, and Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement, attached hereto and incorporated herein as **Exhibit "1"**, to purchase end-user equipment for the county-wide public safety communications system; and

**WHEREAS**, the Governing Authority of the City of Biloxi and the Board of Supervisors of Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement as provided by § 17-13-1, et seq. of the Mississippi Code of 1972, Annotated; and

**WHEREAS**, the Harrison County Board of Supervisors finds that the terms and conditions of the proposed Interlocal Government Cooperation Agreement attached hereto and incorporated herein as **Exhibit "1"**, and subject to approval by the Attorney General of Mississippi pursuant to State law, are in the best interest of all citizens, of public safety personnel, of the City of Biloxi and of Harrison County, and said Agreement should be approved, entered into and executed; and

**WHEREAS**, the Harrison County Board of Supervisors finds that the joint effort between the City of Biloxi and Harrison County, Mississippi, authorized by this Agreement, would make the most efficient use of their powers by enabling them to cooperate on a basis of mutual coordinated advantage and thereby provide a vital emergency service that will best accord with the geographic, economic and population facts, needs and development in each community;

**NOW, THEREFORE, IT IS ORDERED** by the Harrison County Board of Supervisors, that:

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Section 1: That the matters, facts and things herein above recited in the preamble to this Order be, and they are hereby adopted as the official findings of the Harrison County Board of Supervisors.

Section 2: That the proposed Interlocal Government Cooperation Agreement between the City of Biloxi, Mississippi, and Harrison County, a copy of which is annexed hereto as **Exhibit "1"** and made a part hereof, be and is hereby authorized and approved, subject to approval by the Attorney General of the State of Mississippi in accordance with State law, and the President of the Board of Supervisors, be and is hereby authorized and requested to execute said Agreement on behalf of the Harrison County Board of Supervisors.

The above and foregoing Order was introduced by Supervisor Benefield, who moved the adoption of same. Said Motion was seconded by Supervisor Eleuterius. After discussion, the matter was put to a roll call vote. The result was as follows:

Supervisor BOBBY ELEUTERIUS voted	<u>AYE</u>
Supervisor LARRY BENEFIELD voted	<u>AYE</u>
Supervisor MARLIN LADNER voted	<u>AYE</u>
Supervisor WILLIAM MARTIN voted	<u>AYE</u>
Supervisor CONNIE ROCKCO voted	<u>(ABSENT &amp; EXCUSED)</u>

The motion having received the affirmative vote of a majority of the members present, the President of the Harrison County Board of Supervisors declared the motion carried.

**ORDERED** on this the 14<sup>th</sup> day of July, 2003.

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STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF BILOXI

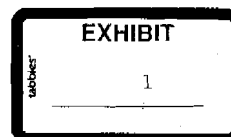
**CERTIFICATE**

I, the undersigned, Susan W. Byrd, Deputy Clerk of the Council of the City of Biloxi, Mississippi, do hereby certify that the attached Resolution Number 288-03 is a true copy of the original Resolution which was placed on the record of the Council Minutes of the City of Biloxi, Mississippi of a duly held Meeting on the 20th day of May, 2003, and that the original Resolution appears on record in the Clerk of Council's Office from which this copy is taken and compared.

DONE this the 19th day of June 2003.

(SEAL)

  
DEPUTY CLERK OF COUNCIL



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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RESOLUTION NO. 288-03

A RESOLUTION BY THE BILOXI CITY COUNCIL TO APPROVE AND AUTHORIZE  
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE  
CITY OF BILOXI, MISSISSIPPI, AND HARRISON COUNTY, TO PURCHASE END-  
USER EQUIPMENT FOR THE COUNTY-WIDE PUBLIC SAFETY  
COMMUNICATIONS SYSTEM AND TO REAFFIRM THE CITY OF BILOXI'S  
SUPPORT FOR A CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS  
PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Biloxi, Mississippi, and Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement, attached hereto and incorporated herein as **Exhibit "1"**, to purchase end-user equipment for the county-wide public safety communications system; and

WHEREAS, the Governing Authority of the City of Biloxi and the Board of Supervisors of Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement as provided by § 17-13-1, et seq. of the Mississippi Code of 1972, Annotated; and

WHEREAS, the Governing Authority of the City of Biloxi finds that the terms and conditions of the proposed Interlocal Government Cooperation Agreement attached hereto and incorporated herein as **Exhibit "1"**, and subject to approval by the Attorney General of Mississippi pursuant to State law, are in the best interest of all citizens, of public safety personnel, of the City of Biloxi and of Harrison County, and said Agreement should be approved, entered into and executed; and

WHEREAS, the Governing Authority of the City of Biloxi further finds that the consolidated county-wide communications project is in the best interest of all citizens, of public safety personnel, of the City of Biloxi and Harrison County, and the City of Biloxi hereby agrees to reaffirm its support for same and to act as the redundant "Control Point Dispatch Center" for the County-wide public safety communications system.

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Res. No. 288-03

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Biloxi, Mississippi, as follows, to-wit:

Section 1: That the matters, facts and things herein above recited in the preamble to this Resolution be, and they are hereby adopted as the official findings of the Governing Authority of the City of Biloxi.

Section 2: That certain proposed Interlocal Government Cooperation Agreement between the City of Biloxi, Mississippi, and Harrison County, a copy of which is annexed hereto as Exhibit "1" and made a part hereof, be and is hereby authorized and approved, subject to approval by the Attorney General of the State of Mississippi in accordance with State law.

Section 3: The Mayor and Municipal Clerk be and are hereby authorized to execute for and on behalf of the City of Biloxi an Interlocal Government Cooperation Agreement between Harrison County and the City of Biloxi in substantially the form which is attached hereto as Exhibit "1"; to obtain execution by the Board of Supervisors of Harrison County; to do any and all things required under the Agreement; and to forward same to the Attorney General of the State of Mississippi for approval as required by law.

The foregoing Resolution having first been reduced to writing, was read by the Clerk and moved by Councilmember Dickey, seconded by Councilmember Compton, and was adopted by the following vote:

YEAS:	Lawrence	Fitzpatrick	NAYS:	None
	Dickey	Wall		
	Compton	Fayard		
	Harrison			

The President then declared the Resolution adopted this the 20th day of May 2003.

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Res. No. 288-03

(SEAL)

ATTEST:

Karen Brashe  
CLERK OF THE COUNCIL

APPROVED:

JA  
PRESIDENT OF THE COUNCIL

Submitted to and approved by the Mayor, this the 23<sup>rd</sup> day of May 2003.

APPROVED:

AG Hollman  
MAYOR



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**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN HARRISON COUNTY AND THE CITY OF BILOXI, MISSISSIPPI, TO**  
**PURCHASE END-USER EQUIPMENT**  
**FOR THE COUNTY-WIDE PUBLIC SAFETY COMMUNICATIONS SYSTEM**

This Interlocal Cooperation Agreement is made and entered into by and between Harrison County, Mississippi, (the "County"), and the City of Biloxi, Mississippi ("Municipality") in accordance with and pursuant to the provisions of the Interlocal Cooperation Act of 1974, §17-13-1, et seq., Mississippi Code of 1972, as amended (the "Code").

1. DURATION. The term of this Agreement shall commence on the date this Agreement is approved by the Attorney General of the State of Mississippi (the "Attorney General") as provided for in §17-13-11 of the Code and shall end ten (10) years thereafter unless terminated or extended as provided for hereinafter. In the event the Attorney General disapproves this Agreement, it shall be null and void ab initio.
2. PURPOSE. The County and all Municipalities within the County, through the Harrison County Emergency Communications Commission, are implementing a County-wide communications system for all public safety entities operating within Harrison County. For purposes of this Agreement, public safety entities are defined as police, fire service, emergency medical service, 911 communications, emergency management (Civil Defense) and Medical Examiner. The purpose of this Agreement is to establish a method by which the parties to this Agreement can share the costs of purchasing the end-user equipment needed to implement the system and to otherwise set forth the various responsibilities of the parties. The quantities and types of end-user equipment have been determined by the 2003 Needs Assessment prepared by the Harrison County Emergency Communications Commission, a copy of which is attached hereto as **Exhibit "1"** and

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incorporated herein. The County agrees to provide seventy percent (70%) of the costs of the equipment as set forth in this Agreement and the Municipality agrees to be responsible for the remaining thirty percent (30%). It is expressly understood that the County's portion of the costs shall be capped at \$962,850.00. In the event the Municipality determines that it does not need all the equipment as set forth in the needs assessment, then this reduction in need must be verified and approved by the Harrison County Emergency Communications Commission.

3. CITATION OF STATUTORY AUTHORITY. Harrison County is a political subdivision of the State of Mississippi whose powers and authorities are set forth generally in Title 19 of the Code. The specific authority for this Agreement is found in the provisions of Sections 19-5-301 through 19-5-319, specifically including Section 19-5-313, and a Local and Private Act of 1984, being Chapter 933 thereof. City of Biloxi, Mississippi is a municipal corporation whose powers are set forth generally in Title 21 of the Code. The specific authority for this Agreement is found in the provisions of Sections 19-5-301 through 19-5-319, specifically including Section 19-5-313, and a Local and Private Act of 1984, being Chapter 933 thereof.
4. FINANCING. Financing of the County's portion of the costs for this equipment shall be from funds received by the County from excess proceeds of the emergency telephone service charges assessed by the County as provided for in Section 19-5-313 of the Code and by loan proceeds received from the Mississippi Development Bank. The loan proceeds in the amount of \$15,000,000.00 was and is primarily being used to purchase the infrastructure equipment necessary to operate the communications system. The Municipality's portion of the costs shall be paid from its general fund monies or other

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funds which may be available for this purpose. There will be no joint funds to be administered pursuant to this Agreement.

5. TERMINATION OR AMENDMENT. Amendments to the Agreement may be made with the consent and approval of both parties. The Agreement can be terminated at any time by the official action of either party provided the other party is given at least one hundred eighty (180) days written notice of the termination.
6. ADMINISTRATION. This joint undertaking shall be administered by the Harrison County Emergency Communications Commission.
7. GENERAL PROVISIONS.
  - 7.1. The County and/or the Harrison County Emergency Communications Commission agrees to expend funds for the purchase of end-user equipment not to exceed an amount which is seventy percent (70%) of the total amount recommended by the 2003 Needs Assessment Study (**Exhibit "1"**). The Municipality agrees to expend funds for the purchase of end-user equipment at a minimum amount of thirty percent (30%) of the total amount recommended by the 2003 Needs Assessment Study (**Exhibit "1"**).
  - 7.2. The initial purchase of radios shall include standard, command and administrative radios as established by the 2003 Needs Assessment Study (**Exhibit "1"**). Subject to the approval of the Harrison County Emergency Communications Commission, the Municipality may request different radios and/or equipment from that proposed in the Needs Assessment Study, but the County's portion of the costs cannot exceed the amount set forth in Paragraph 2 of this Agreement and the total amount of equipment purchased, at a minimum, must be sufficient to

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satisfy the Municipality's essential needs.

- 7.3. The purchase of additional radios and ancillary equipment shall be the responsibility of the Municipality.
- 7.4. All radios and ancillary equipment shall meet the specifications established by the Harrison County Emergency Communications Commission regardless of the entity purchasing same.
- 7.5. All equipment purchased with County funds will remain the property of the County even though it may be assigned to the Municipality. The County shall be responsible for maintaining an accurate inventory of this equipment. All equipment purchased with funds from the Municipality shall remain the property of the Municipality and it shall maintain an accurate inventory of same. In the event this Agreement is terminated, the property shall be returned to the party owning same. The equipment belonging to each entity will be specifically identified in **Exhibit "1"**. When purchasing the equipment, each entity will prepare a purchase order for their respective equipment. The equipment will be ordered, received and inventoried consistent with the requirements and directions of each entity.
- 7.6. After the initial purchase, the Municipality agrees to be responsible for all expenses associated with both the end-user equipment purchased by the County which is assigned to the Municipality and the equipment purchased by the Municipality. These expenses include, but are not limited to the following: maintenance costs; insurance; repairs; and upgrades. These expenses shall not include replacements of end-user equipment at the election of the Municipality.

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- 7.7. The Municipality agrees to maintain the end-user equipment purchased by the County and assigned to the Municipality in good working order, other than ordinary wear and tear. In the event any of this equipment is lost or destroyed, the Municipality shall replace same at its expense and the same shall be deemed to be County equipment.
- 7.8. The County agrees to provide an adequate amount of infrastructure equipment which will allow the Municipality to act as the redundant "Control Point Dispatch Center" for the County-wide public safety communications system and the Municipality hereby agrees to act as same. The amount of infrastructure equipment shall be determined by the Harrison County Emergency Communications Commission. The County shall be responsible for one hundred percent (100%) of the costs of said equipment including, but not limited to, the initial purchase, maintenance costs, insurance, repairs, replacement, and/or upgrades. Any damage to the equipment, other than ordinary wear and tear, shall be the responsibility of the Municipality.
- 7.9. All infrastructure equipment purchased by the County and/or Harrison County Emergency Communications Commission and assigned to the Municipality shall remain the property of the County and shall be returned to the County upon the termination of this Agreement.
- 7.10. All property purchased pursuant to the terms of this Agreement shall be used exclusively for the purposes outlined in Miss. Code Ann. § 19-5-301, et. seq., and as established by the Rules and Regulations of the Harrison County Emergency Communications Commission. All equipment being used inconsistent with this

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paragraph shall be removed from service until said equipment is brought into compliance.

- 7.11. The Municipality agrees to act as the redundant "Control Point Dispatch Center" for the County-wide public safety communications system.
- 7.12. If this communications system which was developed solely for the purposes outlined in Miss. Code Ann. § 19-5-301, et seq., should have excess capacity and if the Municipality desires to utilize that capacity for a non-public safety purpose, then the Municipality may be allowed to use the system for that purpose subject to the following conditions: the usage must be approved by the Harrison County Emergency Communications Commission; the Municipality must pay the direct costs associated with that use; and the use shall be discontinued when the excess capacity is needed by a public safety entity as determined by the Harrison County Emergency Communications Commission. The Municipality may also be authorized to add additional capacity to the system at its expense for non-public safety use and subject to the approval of the Harrison County Emergency Communication Commission.
- 7.13. This Agreement is not intended to supersede, modify or affect any obligations between the parties under pre-existing covenants, agreements or contracts related to the communications system. In the event an irreconcilable conflict should arise with other agreements, then the provisions of this Agreement should control.
8. MISCELLANEOUS PROVISIONS.
- 8.01. Governing Law. This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Mississippi.

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8.02. Severability. If any provision of this Agreement or the application of any provision to any person or circumstance is or becomes invalid or unenforceable to any extent, then the remainder of this Agreement and the application of such provisions to any other person or circumstances shall not be affected by such invalidity or un-enforceability and shall be enforced to the greatest extent permitted by law.

8.03. Counterparts/Entire Agreement. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. This Agreement contains the sole and entire understanding between and among the parties hereto with respect to the subject matter hereof. All promises, inducements, offers, letters of intent, solicitation, agreements, commitments, representations and warranties made between such parties prior to this Agreement are superseded by this Agreement.

8.04. Captions. Captions, Sections and Article headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of this Agreement nor the intent of any provision hereof.

WITNESSETH the signatures of the parties, this the \_\_\_ day of May, 2003.

HARRISON COUNTY

CITY OF \_\_\_\_\_

By: \_\_\_\_\_  
President

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

Attest: \_\_\_\_\_  
Clerk

Attest: \_\_\_\_\_  
Clerk

Attest: \_\_\_\_\_  
Chancery Clerk

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BILOXI FIRE DEPARTMENT (30% = \$80,640.00)					
PORTABLE RADIOS 0					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST PRICE	COST PRICE	EXTENDED PRICE
0	H9P86XE	LPE-200 ProVoice Premium System w/128 Systems/Groups	\$3,095.00	\$2,321.25	\$0.00
0	H9S86XE	LPE-200 Premium SYSTEM w/128 Systems/Groups	\$2,445.00	\$1,833.75	\$0.00
0	H9S85XE	LPE-200 Premium Scan w/128 Systems/Groups	\$2,145.00	\$1,608.75	\$0.00
0	H9PL1X	LPE-200 ProScan Feature Upgrade	\$300.00	\$225.00	\$0.00
0	H9PL5K	LPE-200 ProFile Feature Upgrade	\$300.00	\$225.00	\$0.00
0	H9NC1K	LPE-200 Antenna	\$20.00	\$15.00	\$0.00
0	H9FH	LPE-200 High Capacity Battery, Intrinsically Safe	\$90.00	\$67.50	\$0.00
0	H9PA7N	LPE-200 Spare High Capacity Battery, Intrinsically Safe	\$90.00	\$67.50	\$0.00
0	H9HC7J	LPE-200 Leather Case with Swivel Mount & Belt Loop	\$60.00	\$45.00	\$0.00
0	H9AE5E	Speaker/Microphone w/Emergency Button & Earpiece Jack	\$123.00	\$92.25	\$0.00
0	H9CH7T	Single Unit Desktop Rapid Charger	\$115.00	\$86.25	\$0.00
0	PROG	Radio Programming	\$52.50	\$47.25	\$0.00
<b>TOTAL PRICE FOR PORTABLES AND ACCESSORIES</b>					<b>\$0.00</b>
UPDATED 5/19/03					
JAGUAR PORTABLE RADIOS, capable of immersion in up to 1 foot of water for up to 2 hours.					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST PRICE	COST PRICE	EXTENDED PRICE
0	HA8FTE	Jaguar 700Pi, ProVoice System w/128 Systems/Groups	\$3,720.00	\$2,790.00	\$0.00
0	HA8BTE	Jaguar 700Pi, System w/128 Systems/Groups	\$3,020.00	\$2,265.00	\$0.00
47	HA8BSE	Jaguar 700Pi, Scan w/128 Systems/Groups	\$2,720.00	\$2,040.00	\$95,880.00
47	HAPL1X	Jaguar 700Pi, ProScan Feature Upgrade	\$300.00	\$225.00	\$10,575.00
47	HAPL5K	Jaguar 700Pi, ProFile Feature Upgrade	\$300.00	\$225.00	\$10,575.00
47	HACC	Jaguar 700Pi, Feature Upgrade, Emergency & Dynamic Regrou	\$200.00	\$150.00	\$7,050.00
47	HANC1K	Jaguar 700Pi, Antenna, Whip	\$20.00	\$15.00	\$705.00
47	HAFE	Jaguar 700Pi, High Capacity Battery, Intrinsically Safe	\$145.00	\$108.75	\$5,111.25
35	HAPA7W	Jaguar 700Pi, Spare High Capacity Battery, Intrinsically Safe	\$145.00	\$108.75	\$3,806.25
47	HAHC7N	Jaguar 700Pi, Leather Case with Swivel Mount & Belt Loop	\$60.00	\$45.00	\$2,115.00
47	HAAE7C	Speaker/Microphone w/Emergency Button & Earpiece Jack	\$158.00	\$118.50	\$5,569.50
47	HACH9E	Single Unit Desktop Rapid Charger	\$115.00	\$86.25	\$4,053.75
47	PROG	Radio Programming	\$52.50	\$47.25	\$2,220.75
<b>TOTAL PRICE FOR PORTABLES AND ACCESSORIES</b>					<b>\$147,661.50</b>

EXHIBIT "A"



MOBILE RADIOS - 0					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST PRICE	COST PRICE	EXTENDED PRICE
0	D28LPXE	EDACS Orion 12 Watt ProVoice Radio Unit	\$2,970.00	\$2,227.50	\$0.00
0	D28LTXE	EDACS Orion 12 Watt Radio Unit	\$2,320.00	\$1,740.00	\$0.00
0	D2CP5M	EDACS Orion Front Mount System Control Unit	\$650.00	\$487.50	\$0.00
0	D2MK3F	Keycap Kit for System Control Unit	\$65.00	\$48.75	\$0.00
0	D28LTXE	EDACS Orion 12 Watt Radio Unit	\$2,320.00	\$1,740.00	\$0.00
0	D2CP5L	EDACS Orion Front Mount Scan Control Unit	\$450.00	\$337.50	\$0.00
0	D2MK3E	Keycap Kit for Scan Control Unit	\$25.00	\$18.75	\$0.00
0	D2PL5K	EDACS Orion ProFile Feature Upgrade	\$300.00	\$225.00	\$0.00
0	D2MC3Z	Military Style Hand Microphone	\$75.00	\$56.25	\$0.00
0	D2ZN1B	Accessory Kit for Front Mount w/Extended Option Cables	\$150.00	\$112.50	\$0.00
0	ASP-7920/14-508-2	3db Gain Antenna with ProFlex Cable and TNC Connector	\$60.00	\$54.00	\$0.00
0	INST-FT	Remote Mount Installation	\$300.00	\$270.00	\$0.00
0	PROG	Radio Programming	\$52.50	\$47.25	\$0.00
		<b>TOTAL PRICE FOR MOBILES, INSTALLED</b>			<b>\$0.00</b>
		UPDATED 5/19/03			

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CONTROL STATIONS - 0					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
0	DSDX09	Orion Desktop Base, Digital Remote, Local Control	\$1,489.00	\$1,116.75	\$0.00
0	ZE901-9497	Module, DDC-100 Digital Interface	\$700.00	\$630.00	\$0.00
0	D28LTXE	EDACS Orion 12 Watt Radio Unit	\$2,320.00	\$1,740.00	\$0.00
0	D2PL6K	EDACS Orion ProFile Feature Upgrade	\$300.00	\$225.00	\$0.00
0	D2CP5L	EDACS Orion Front Mount Control Unit	\$450.00	\$337.50	\$0.00
0	D2MK3E	Keycap Kit for Scan Control Unit	\$25.00	\$18.75	\$0.00
0	D2MC5A	EDACS Orion Desk Microphone	\$120.00	\$90.00	\$0.00
0	DB-493A	Three Element 800 MHz Yagi Antenna	\$98.00	\$88.20	\$0.00
0	IS-CT50HN-MA	Polyphaser Coaxial Surge Suppressor	\$160.00	\$144.00	\$0.00
0	40655A-3	Andrews Weatherproof Feedthrough for 1/2" Helix	\$51.50	\$46.35	\$0.00
0	AWLDF4-50A	25 foot length of 1/2" Jacketed Copper Helix Cable	\$62.50	\$56.25	\$0.00
0	AW204989-1	Grounding Kit for 1/2" Helix Cable	\$23.00	\$20.70	\$0.00
0	AWL4NM	Connector for 1/2" Helix Cable, Type N Male	\$32.00	\$28.80	\$0.00
0	AWL4NF	Connector for 1/2" Helix Cable, Type N Female	\$32.00	\$28.80	\$0.00
0	AWFSJ1-50A	50 foot length of 1/4" Superflex Coaxial Cable	\$83.00	\$74.70	\$0.00
0	F1PNM-H	Connector for 1/4" Superflex, Type N Male	\$15.00	\$13.50	\$0.00
0	F1PNF-BH	Connector for 1/4" Superflex, Type N Female	\$15.00	\$13.50	\$0.00
0	Harger 583	8 foot x 5/8" Copper Clad Steel Ground Rod	\$10.50	\$9.45	\$0.00
0	CDT784133-5	25 foot length of #4 Gauge Green Ground Wire	\$62.50	\$56.25	\$0.00
0	INST-CS	Assemble Orion into Cabinet and Install, Complete	\$622.50	\$560.25	\$0.00
0	PROG	Radio Programming	\$52.50	\$47.25	\$0.00
		<b>TOTAL PRICE FOR CONTROL STATION, INSTALLED</b>		<b>\$5,346.00</b>	<b>\$0.00</b>

DESKTOP REMOTE UNIT FOR CONTROL STATIONS					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
1	ZE901-9496	DDC-100Desktop Remote Digital Controller	\$1,480.00	\$1,332.00	\$1,332.00
1	ZE815-9033	Wall Transformer, 120 VAC	\$30.00	\$27.00	\$27.00
1	INSTALL	Install Desktop Remote (excluding interconnecting wiring)	\$187.50	\$188.75	\$168.75
TOTAL PRICE OF DESKTOP REMOTE UNIT				\$1,527.75	\$1,527.75
RACK MOUNT 6 SLOT MULTI-CHARGER FOR JAGUAR 700 Pi					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
1	HACH9A	6 Slot Rack Mount Multi-Charger		\$517.50	\$517.50
TOTAL PRICE OF MULTI-CHARGER					\$517.50
GRAND TOTAL OF ALL USER EQUIPMENT FOR BILOXI FIRE DEPARTMENT					\$149,706.75
UPDATED 5/19/03					
Approved: _____		Approved: _____			
Biloxi Fire Department		Harrison County 911 Commission			

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BILOXI FIRE DEPARTMENT (911 70%= \$188,160.00)					
PORTABLE RADIOS - 10					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST PRICE	COST PRICE	EXTENDED PRICE
1	H9P86XE	LPE-200 ProVoice Premium System w/128 Systems/Groups	\$3,095.00	\$2,321.25	\$2,321.25
7	H9S86XE	LPE-200 Premium SYSTEM w/128 Systems/Groups	\$2,445.00	\$1,833.75	\$12,836.25
2	H9S65XE	LPE-200 Premium Scan w/128 Systems/Groups	\$2,145.00	\$1,608.75	\$3,217.50
10	H9PL1X	LPE-200 ProScan Feature Upgrade	\$300.00	\$225.00	\$2,250.00
10	H9PL5K	LPE-200 ProFile Feature Upgrade	\$300.00	\$225.00	\$2,250.00
10	H9NC1K	LPE-200 Antenna	\$20.00	\$15.00	\$150.00
10	H9FH	LPE-200 High Capacity Battery, Intrinsically Safe	\$90.00	\$67.50	\$675.00
10	H9PA7N	LPE-200 Spare High Capacity Battery, Intrinsically Safe	\$90.00	\$67.50	\$675.00
10	H9HC7J	LPE-200 Leather Case with Swivel Mount & Belt Loop	\$60.00	\$45.00	\$450.00
10	H9AE5E	Speaker/Microphone w/Emergency Button & Earpiece Jack	\$123.00	\$92.25	\$922.50
10	H9CH7T	Single Unit Desktop Rapid Charger	\$115.00	\$86.25	\$862.50
10	PROG	Radio Programming	\$52.50	\$47.25	\$472.50
<b>TOTAL PRICE FOR PORTABLES AND ACCESSORIES</b>					<b>\$24,761.25</b>
UPDATED 5/19/03					
JAGUAR PORTABLE RADIOS, capable of immersion in up to 1 foot of water for up to 2 hours.					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST PRICE	COST PRICE	EXTENDED PRICE
0	HA8FTE	Jaguar 700Pi, ProVoice System w/128 Systems/Groups	\$3,720.00	\$2,790.00	\$0.00
0	HA8BTE	Jaguar 700Pi, System w/128 Systems/Groups	\$3,020.00	\$2,265.00	\$0.00
11	HA8BSE	Jaguar 700Pi, Scan w/128 Systems/Groups	\$2,720.00	\$2,040.00	\$22,440.00
11	HAPL1X	Jaguar 700Pi, ProScan Feature Upgrade	\$300.00	\$225.00	\$2,475.00
11	HAPL5K	Jaguar 700Pi, ProFile Feature Upgrade	\$300.00	\$225.00	\$2,475.00
11	HACC	Jaguar 700Pi, Feature Upgrade, Emergency & Dynamic Regrou	\$200.00	\$150.00	\$1,650.00
11	HANC1K	Jaguar 700Pi, Antenna, Whip	\$20.00	\$15.00	\$165.00
11	HAFE	Jaguar 700Pi, High Capacity Battery, Intrinsically Safe	\$145.00	\$108.75	\$1,196.25
23	HAPA7W	Jaguar 700Pi, Spare High Capacity Battery, Intrinsically Safe	\$145.00	\$108.75	\$2,501.25
11	HAHC7N	Jaguar 700Pi, Leather Case with Swivel Mount & Belt Loop	\$60.00	\$45.00	\$495.00
11	HAAE7C	Speaker/Microphone w/Emergency Button & Earpiece Jack	\$158.00	\$118.50	\$1,303.50
11	HACH9E	Single Unit Desktop Rapid Charger	\$115.00	\$86.25	\$948.75
11	PROG	Radio Programming	\$52.50	\$47.25	\$519.75
<b>TOTAL PRICE FOR PORTABLES AND ACCESSORIES</b>					<b>\$36,169.50</b>
UPDATED 5/19/03					

MOBILE RADIOS- 44					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST PRICE	COST PRICE	EXTENDED PRICE
1	D2BLPX	EDACS Orion 12 Watt ProVoice Radio Unit	\$2,970.00	\$2,227.50	\$2,227.50
17	D2BLTXE	EDACS Orion 12 Watt Radio Unit	\$2,320.00	\$1,740.00	\$29,580.00
26	D2BLTXE	EDACS Orion 12 Watt Radio Unit	\$2,320.00	\$1,740.00	\$45,240.00
26	D2CP5R	EDACS Orion Remote Mount Scan Control Unit	\$450.00	\$337.50	\$8,775.00
26	D2MK3E	Keycap Kit for Scan Control Unit	\$25.00	\$18.75	\$487.50
44	D2PL5K	EDACS Orion ProFile Feature Upgrade	\$300.00	\$225.00	\$9,900.00
26	D2MC7T	Military Style Hand Microphone	\$75.00	\$56.25	\$1,462.50
18	D2ZN1W	Accessory Kit, Dual Radios, less than 50W	\$150.00	\$112.50	\$2,025.00
26	D2ZN1H	Accessory Kit for Remote Mount w/Extended Option Cables	\$295.00	\$221.25	\$5,752.50
44	ASP-7920/14-508-2	3db Gain Antenna with ProFlex Cable and TNC Connector	\$60.00	\$54.00	\$2,376.00
44	INST-FT	Remote Mount Installation	\$300.00	\$270.00	\$11,880.00
44	PROG	Radio Programming	\$52.50	\$47.25	\$2,079.00
		<b>TOTAL PRICE FOR MOBILES, INSTALLED</b>			<b>\$121,765.00</b>
		UPDATED 5/19/03			

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

**MINUTE BOOK**  
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CONTROL STATIONS					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
1	DSDX09	Orion Desktop Base, Digital Remote, Local Control	\$1,489.00	\$1,116.75	\$1,116.75
1	ZE901-9497	Module, DDC-100 Digital Interface	\$700.00	\$630.00	\$630.00
1	D28LTXE	EDACS Orion 12 Watt Radio Unit	\$2,320.00	\$1,740.00	\$1,740.00
1	D2PL5K	EDACS Orion ProFile Feature Upgrade	\$300.00	\$225.00	\$225.00
1	D2CP5L	EDACS Orion Front Mount Control Unit	\$450.00	\$337.50	\$337.50
1	D2MK3E	Keycap Kit for Scan Control Unit	\$25.00	\$18.75	\$18.75
1	D2MC5A	EDACS Orion Desk Microphone	\$120.00	\$90.00	\$90.00
1	DB-493A	Three Element 800 MHz Yagi Antenna	\$98.00	\$88.20	\$88.20
1	IS-CT50HN-MA	Polyphaser Coaxial Surge Suppressor	\$160.00	\$144.00	\$144.00
1	40656A-3	Andrews Weatherproof Feedthrough for 1/2" Helix	\$51.50	\$46.35	\$46.35
1	AWLDF4-50A	25 foot length of 1/2" Jacketed Copper Helix Cable	\$62.50	\$56.25	\$56.25
1	AW204989-1	Grounding Kit for 1/2" Helix Cable	\$23.00	\$20.70	\$20.70
1	AWL4NM	Connector for 1/2" Helix Cable, Type N Male	\$32.00	\$28.80	\$28.80
1	AWL4NF	Connector for 1/2" Helix Cable, Type N Female	\$32.00	\$28.80	\$28.80
1	AWFSJ1-50A	50 foot length of 1/4" Superflex Coaxial Cable	\$83.00	\$74.70	\$74.70
1	F1PNM-H	Connector for 1/4" Superflex, Type N Male	\$15.00	\$13.50	\$13.50
1	F1PNF-BH	Connector for 1/4" Superflex, Type N Female	\$15.00	\$13.50	\$13.50
1	Harger 588	8 foot x 5/8" Copper Clad Steel Ground Rod	\$10.50	\$9.45	\$9.45
1	CDT784133-5	25 foot length of #4 Gauge Green Ground Wire	\$62.50	\$56.25	\$56.25
1	INST-CS	Assemble Orion into Cabinet and Install, Complete	\$622.50	\$560.25	\$560.25
1	PROG	Radio Programming	\$52.50	\$47.25	\$47.25
TOTAL PRICE FOR CONTROL STATION, INSTALLED				\$5,346.00	\$5,346.00
GRAND TOTAL OF ALL USER EQUIPMENT FOR BILOXI FIRE DEPARTMENT					\$188,061.75
UPDATED 5/19/03					
Approved: _____		Approved: _____			
Biloxi Fire Department		Harrison County 911 Commission			

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BILOXI POLICE DEPARTMENT					
PORTABLE RADIOS - 162					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
1	H9P86XE	LPE-200 ProVoice Premium System w/128 Systems/Groups	\$3,095.00	\$2,321.25	\$2,321.25
1	H9MS	Add DES to ProVoice LPE-200 Portable	\$500.00	\$375.00	\$375.00
20	H9P86XE	LPE-200 ProVoice Premium System w/128 Systems/Groups	\$3,095.00	\$2,321.25	\$46,425.00
141	H9P86XE	LPE-200 ProVoice Premium Scan w/128 Systems/Groups	\$2,795.00	\$2,096.25	\$295,571.25
162	H9PL1X	LPE-200 ProScan Feature Upgrade	\$300.00	\$225.00	\$36,450.00
162	H9PL5K	LPE-200 ProFile Feature Upgrade	\$300.00	\$225.00	\$36,450.00
162	H9NC1K	LPE-200 Antenna	\$20.00	\$15.00	\$2,430.00
324	H9PA7L	LPE-200 High Capacity Battery	\$90.00	\$67.50	\$21,870.00
162	H9HC7J	LPE-200 Leather Case with Swivel Mount & Belt Loop	\$60.00	\$45.00	\$7,290.00
162	H9AE5E	Speaker/Microphone w/Emergency Button & Earpiece Jack	\$123.00	\$92.25	\$14,944.50
162	H9CH7T	Single Unit Desktop Rapid Charger	\$115.00	\$86.25	\$13,972.50
162	PROG	Radio Programming	\$52.50	\$47.25	\$7,654.50
<b>TOTAL PRICE FOR PORTABLES AND ACCESSORIES</b>					<b>\$485,754.00</b>
UPDATED 3/28/03					
MOBILE RADIOS - 180					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
1	D28LPXE	EDACS Orion 12 Watt ProVoice Radio Unit	\$2,970.00	\$2,227.50	\$2,227.50
1	D2MS	Encryption, Digital Voice, DES, ProVoice	\$500.00	\$375.00	\$375.00
179	D28LPXE	EDACS Orion 12 Watt ProVoice Radio Unit	\$2,970.00	\$2,227.50	\$398,722.50
150	D2ZN1W	Accessory Kit, Dual Radios, less than 50W	\$150.00	\$112.50	\$16,875.00
30	D2CP5S	EDACS Orion Remote Mount System Control Head	\$650.00	\$487.50	\$14,625.00
30	D2MK3F	Keycap Kit for System Control Unit	\$65.00	\$48.75	\$1,462.50
180	D2PL5K	EDACS Orion ProFile Feature Upgrade	\$300.00	\$225.00	\$40,500.00
30	D2MC7T	Military Style Hand Microphone	\$75.00	\$56.25	\$1,687.50
35	D2ZN1H	Accessory Kit for Remote Mount w/Extended Option Cables	\$295.00	\$221.25	\$7,743.75
180	ASP-7920/14-508-2	3 db Gain Antenna with ProFlex Plus Cable & TNC Conn.	\$60.00	\$54.00	\$9,720.00
180	INST-R	Remote Mount Installation	\$187.50	\$168.75	\$30,375.00
180	PROG	Radio Programming	\$52.50	\$47.25	\$8,505.00
<b>TOTAL PRICE FOR MOBILES, INSTALLED</b>					<b>\$532,818.75</b>
UPDATED 3/28/03					

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MOTORCYCLE RADIOS - 10					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
10	D28LPXE	EDACS Orion 12 Watt ProVoice Radio Unit	\$2,970.00	\$2,227.50	\$22,275.00
10	D2PL5K	EDACS Orion ProFile Feature Upgrade	\$300.00	\$225.00	\$2,250.00
10	D2CP5R	EDACS Orion Remote Mount Scan Control Unit	\$450.00	\$337.50	\$3,375.00
10	D2MK3E	Keycap Kit for Scan Control Unit	\$25.00	\$18.75	\$187.50
10	D2MC3Z	Military Style Hand Microphone	\$75.00	\$56.25	\$562.50
10	D2ZN1P	Motorcycle Accessory Kit with Extended Option Cables	\$1,050.00	\$787.50	\$7,875.00
10	E-OM806HDBK/TM	Special Motorcycle Antenna	\$75.00	\$67.50	\$675.00
10	INST-M	Special Motorcycle Installation	\$300.00	\$270.00	\$2,700.00
10	PROG	Radio Programming	\$52.50	\$47.25	\$472.50
		<b>TOTAL PRICE FOR MOTORCYCLE RADIOS, INSTALLED</b>		<b>\$4,037.25</b>	<b>\$40,372.50</b>
		UPDATED 3/28/03			
CONTROL STATIONS - 1					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
1	DSDX09	Orion Desktop Base, Digital Remote, Local Control	\$1,489.00	\$1,116.75	\$1,116.75
1	ZE901-9497	Module, DDC-100 Digital Interface	\$700.00	\$630.00	\$630.00
1	D28LPXE	EDACS Orion 12 Watt ProVoice Radio Unit	\$2,970.00	\$2,227.50	\$2,227.50
1	D2PL5K	EDACS Orion ProFile Feature Upgrade	\$300.00	\$225.00	\$225.00
1	D2CP5L	EDACS Orion Front Mount Control Unit	\$450.00	\$337.50	\$337.50
1	D2MK3E	Keycap Kit for Scan Control Unit	\$25.00	\$18.75	\$18.75
1	D2MC5A	EDACS Orion Desk Microphone	\$120.00	\$90.00	\$90.00
1	DB-493A	Three Element 800 MHz Yagi Antenna	\$98.00	\$88.20	\$88.20
1	IS-CT50HN-MA	Polyphaser Coaxial Surge Suppressor	\$180.00	\$144.00	\$144.00
1	40658A-3	Andrews Weatherproof Feedthrough for 1/2" Helix	\$51.50	\$46.35	\$46.35
1	AWLDF4-50A	25 foot length of 1/2" Jacketed Copper Helix Cable	\$62.50	\$56.25	\$56.25
1	AW204989-1	Grounding Kit for 1/2" Helix Cable	\$23.00	\$20.70	\$20.70
1	AWL4NM	Connector for 1/2" Helix Cable, Type N Male	\$32.00	\$28.80	\$28.80
1	AWL4NF	Connector for 1/2" Helix Cable, Type N Female	\$32.00	\$28.80	\$28.80
1	AWFSJ1-50A	50 foot length of 1/4" Superflex Coaxial Cable	\$83.00	\$74.70	\$74.70
1	F1PNM-H	Connector for 1/4" Superflex, Type N Male	\$15.00	\$13.50	\$13.50
1	F1PNF-BH	Connector for 1/4" Superflex, Type N Female	\$15.00	\$13.50	\$13.50
1	Harger 588	8 foot x 5/8" Copper Clad Steel Ground Rod	\$10.50	\$9.45	\$9.45
1	CDT734133-5	25 foot length of #4 Gauge Green Ground Wire	\$62.50	\$56.25	\$56.25
1		Assemble Orion into Cabinet and install, Complete	\$622.50	\$560.25	\$560.25
1		Radio Programming	\$52.50	\$47.25	\$47.25
		<b>TOTAL PRICE FOR CONTROL STATION, INSTALLED</b>		<b>\$5,833.50</b>	<b>\$5,833.50</b>
		UPDATED 3/28/03			
<b>GRAND TOTAL OF ALL USER EQUIPMENT FOR BILOXI POLICE DEPARTMENT</b>					<b>\$1,064,778.75</b>
		UPDATED 3/28/03			



BILOXI POLICE DEPARTMENT (70% = \$774,690.00)					
PORTABLE RADIOS - 64					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
1	H9P86XE	LPE-200 ProVoice Premium System w/128 Systems/Groups	\$3,095.00	\$2,321.25	\$2,321.25
1	H9MS	Add DES to ProVoice LPE-200 Portable	\$500.00	\$375.00	\$375.00
20	H9P86XE	LPE-200 ProVoice Premium System w/128 Systems/Groups	\$3,095.00	\$2,321.25	\$46,425.00
43	H9P85XE	LPE-200 ProVoice Premium Scan w/128 Systems/Groups	\$2,795.00	\$2,096.25	\$90,138.75
64	H9PL1X	LPE-200 ProScan Feature Upgrade	\$300.00	\$225.00	\$14,400.00
64	H9PL5K	LPE-200 ProFile Feature Upgrade	\$300.00	\$225.00	\$14,400.00
64	H9NC1K	LPE-200 Antenna	\$20.00	\$15.00	\$960.00
138	H9PA7L	LPE-200 High Capacity Battery	\$90.00	\$67.50	\$9,315.00
64	H9HC7J	LPE-200 Leather Case with Swivel Mount & Belt Loop	\$60.00	\$45.00	\$2,880.00
64	H9AE5E	Speaker/Microphone w/Emergency Button & Earpiece Jack	\$123.00	\$92.25	\$5,904.00
64	H9CH7T	Single Unit Desktop Rapid Charger	\$115.00	\$86.25	\$5,520.00
64	PROG	Radio Programming	\$52.50	\$47.25	\$3,024.00
TOTAL PRICE FOR PORTABLES AND ACCESSORIES					\$195,663.00
UPDATED 4/14/03					
MOBILE RADIOS- 180					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
1	D28LPXE	EDACS Orion 12 Watt ProVoice Radio Unit	\$2,970.00	\$2,227.50	\$2,227.50
1	D2MS	Encryption, Digital Voice, DES, ProVoice	\$500.00	\$375.00	\$375.00
179	D28LPXE	EDACS Orion 12 Watt ProVoice Radio Unit	\$2,970.00	\$2,227.50	\$398,722.50
150	D2ZN1W	Accessory Kit, Dual Radios, less than 50W	\$150.00	\$112.50	\$16,875.00
30	D2CP5S	EDACS Orion Remote Mount System Control Unit	\$650.00	\$487.50	\$14,625.00
30	D2MK3F	Keycap Kit for System Control Unit	\$65.00	\$48.75	\$1,462.50
180	D2PL5K	EDACS Orion ProFile Feature Upgrade	\$300.00	\$225.00	\$40,500.00
30	D2MC7T	Military Style Hand Microphone	\$75.00	\$56.25	\$1,687.50
35	D2ZN1H	Accessory Kit for Remote Mount w/Extended Option Cables	\$295.00	\$221.25	\$7,743.75
180	ASP-7920/14-508-2	3 db Gain Antenna with ProFlex Plus Cable & TNC Conn.	\$60.00	\$54.00	\$9,720.00
180	INST-D	Remote Mount Installation	\$187.50	\$168.75	\$30,375.00
180	PROG	Radio Programming	\$52.50	\$47.25	\$8,505.00
TOTAL PRICE FOR MOBILES, INSTALLED					\$532,818.75
UPDATED 4/14/03					

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MOTORCYCLE RADIOS - 10					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
10	D28LPXE	EDACS Orion 12 Watt ProVoice Radio Unit	\$2,970.00	\$2,227.50	\$22,275.00
10	D2PL5K	EDACS Orion ProFile Feature Upgrade	\$300.00	\$225.00	\$2,250.00
10	D2CP5R	EDACS Orion Remote Mount Scan Control Unit	\$450.00	\$337.50	\$3,375.00
10	D2MK3E	Keycap Kit for Scan Control Unit	\$25.00	\$18.75	\$187.50
10	D2MC7T	Military Style Hand Microphone	\$75.00	\$56.25	\$562.50
10	D2ZN1P	Motorcycle Accessory Kit with Extended Option Cables	\$1,050.00	\$787.50	\$7,875.00
10	LE-OM806HDBK/TNC	Special Motorcycle Antenna	\$75.00	\$67.50	\$675.00
10	INST-M	Special Motorcycle Installation	\$300.00	\$270.00	\$2,700.00
10	PROG	Radio Programming	\$52.50	\$47.25	\$472.50
		<b>TOTAL PRICE FOR MOTORCYCLE RADIOS, INSTALLED</b>		<b>\$4,037.25</b>	<b>\$40,372.50</b>
		UPDATED 4/14/03			

CONTROL STATIONS -1					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
1	DSDX09	Orion Desktop Base, Digital Remote, Local Control	\$1,489.00	\$1,116.75	\$1,116.75
1	ZE901-9497	Module, DDC-100 Digital Interface	\$700.00	\$630.00	\$630.00
1	D28LPXE	EDACS Orion 12 Watt ProVoice Radio Unit	\$2,970.00	\$2,227.50	\$2,227.50
1	D2PL5K	EDACS Orion ProFile Feature Upgrade	\$300.00	\$225.00	\$225.00
1	D2CP5L	EDACS Orion Front Mount Control Unit	\$450.00	\$337.50	\$337.50
1	D2MK3E	Keycap Kit for Scan Control Unit	\$25.00	\$18.75	\$18.75
1	D2MC5A	EDACS Orion Desk Microphone	\$120.00	\$90.00	\$90.00
1	DB-493A	Three Element 800 MHz Yagi Antenna	\$98.00	\$88.20	\$88.20
1	IS-CT50HN-MA	Polyphaser Coaxial Surge Suppressor	\$160.00	\$144.00	\$144.00
1	40656A-3	Andrews Weatherproof Feedthrough for 1/2" Heliac	\$51.50	\$46.35	\$46.35
1	AWLDF4-50A	25 foot length of 1/2" Jacketed Copper Heliac Cable	\$62.50	\$56.25	\$56.25
1	AW204989-1	Grounding Kit for 1/2" Heliac Cable	\$23.00	\$20.70	\$20.70
1	AWL4NM	Connector for 1/2" Heliac Cable, Type N Male	\$32.00	\$28.80	\$28.80
1	AWL4NF	Connector for 1/2" Heliac Cable, Type N Female	\$32.00	\$28.80	\$28.80
1	AWFSJ1-50A	50 foot length of 1/4" Superflex Coaxial Cable	\$83.00	\$74.70	\$74.70
1	F1PNM-H	Connector for 1/4" Superflex, Type N Male	\$15.00	\$13.50	\$13.50
1	F1PNF-BH	Connector for 1/4" Superflex, Type N Female	\$15.00	\$13.50	\$13.50
1	Harger 588	8 foot x 5/8" Copper Clad Steel Ground Rod	\$10.50	\$9.45	\$9.45
1	CDT784133-5	25 foot length of #4 Gauge Green Ground Wire	\$62.50	\$56.25	\$56.25
1		Assemble Orion into Cabinet and Install, Complete	\$622.50	\$560.25	\$560.25
1		Radio Programming	\$52.50	\$47.25	\$47.25
		<b>TOTAL PRICE FOR CONTROL STATION, INSTALLED</b>		<b>\$5,833.50</b>	<b>\$5,833.50</b>
<b>GRAND TOTAL OF ALL USER EQUIPMENT FOR BILOXI POLICE DEPARTMENT</b>					<b>\$774,687.75</b>
UPDATED 4/13/03					
Approved:		Approved:			
Biloxi Police Department		Harrison County 911 Commission			

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BILOXI POLICE DEPARTMENT (30%= \$332,010.00)					
PORTABLE RADIOS - 98					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
0	H9P86XE	LPE-200 ProVoice Premium System w/128 Systems/Groups	\$3,095.00	\$2,321.25	\$0.00
0	H9MS	Add DES to ProVoice LPE-200 Portable	\$500.00	\$375.00	\$0.00
0	H9P86XE	LPE-200 ProVoice Premium System w/128 Systems/Groups	\$3,095.00	\$2,321.25	\$0.00
98	H9P85XE	LPE-200 ProVoice Premium Scan w/128 Systems/Groups	\$2,795.00	\$2,096.25	\$205,432.50
98	H9PL1X	LPE-200 ProScan Feature Upgrade	\$300.00	\$225.00	\$22,050.00
98	H9PL5K	LPE-200 ProFile Feature Upgrade	\$300.00	\$225.00	\$22,050.00
98	H9NC1K	LPE-200 Antenna	\$20.00	\$15.00	\$1,470.00
186	H9PA7L	LPE-200 High Capacity Battery	\$90.00	\$67.50	\$12,555.00
98	H9HC7J	LPE-200 Leather Case with Swivel Mount & Belt Loop	\$60.00	\$45.00	\$4,410.00
98	H9AE5E	Speaker/Microphone w/Emergency Button & Earpiece Jack	\$123.00	\$92.25	\$9,040.50
98	H9CH7T	Single Unit Desktop Rapid Charger	\$115.00	\$86.25	\$8,452.50
98	PROG	Radio Programming	\$52.50	\$47.25	\$4,630.50
<b>TOTAL PRICE FOR PORTABLES AND ACCESSORIES</b>					<b>\$290,091.00</b>
UPDATED 4/14/03					
MOBILE RADIOS- 0					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
0	D28LPXE	EDACS Orion 12 Watt ProVoice Radio Unit	\$2,970.00	\$2,227.50	\$0.00
0	D2MS	Encryption, Digital Voice, DES, ProVoice	\$500.00	\$375.00	\$0.00
0	D28LPXE	EDACS Orion 12 Watt ProVoice Radio Unit	\$2,970.00	\$2,227.50	\$0.00
0	D2ZN1W	Accessory Kit, Dual Radios, less than 50W	\$150.00	\$112.50	\$0.00
0	D2CP5S	EDACS Orion Remote Mount System Control Unit	\$650.00	\$487.50	\$0.00
0	D2MK3F	Keypad Kit for System Control Unit	\$65.00	\$48.75	\$0.00
0	D2PL5K	EDACS Orion ProFile Feature Upgrade	\$300.00	\$225.00	\$0.00
0	D2MC7T	Military Style Hand Microphone	\$75.00	\$56.25	\$0.00
0	D2ZN1H	Accessory Kit for Remote Mount w/Extended Option Cables	\$295.00	\$221.25	\$0.00
0	ASP-7920/14-508-2	3 db Gain Antenna with ProFlex Plus Cable & TNC Conn.	\$60.00	\$54.00	\$0.00
0	INST-D	Remote Mount Installation	\$187.50	\$168.75	\$0.00
0	PROG	Radio Programming	\$52.50	\$47.25	\$0.00
<b>TOTAL PRICE FOR MOBILES, INSTALLED</b>					<b>\$0.00</b>
UPDATED 4/14/03					

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MOTORCYCLE RADIOS - 0					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
0	D28LPXE	EDACS Orion 12 Watt ProVoice Radio Unit	\$2,970.00	\$2,227.50	\$0.00
0	D2PL5K	EDACS Orion ProFile Feature Upgrade	\$300.00	\$225.00	\$0.00
0	D2CP5R	EDACS Orion Remote Mount Scan Control Unit	\$450.00	\$337.50	\$0.00
0	D2MK3E	Keycap Kit for Scan Control Unit	\$25.00	\$18.75	\$0.00
0	D2MC7T	Military Style Hand Microphone	\$75.00	\$56.25	\$0.00
0	D2ZN1P	Motorcycle Accessory Kit with Extended Option Cables	\$1,050.00	\$787.50	\$0.00
0	LE-DM806HDBK/TNC	Special Motorcycle Antenna	\$75.00	\$67.50	\$0.00
0	INST-M	Special Motorcycle Installation	\$300.00	\$270.00	\$0.00
0	PROG	Radio Programming	\$52.50	\$47.25	\$0.00
TOTAL PRICE FOR MOTORCYCLE RADIOS, INSTALLED				\$4,037.25	\$0.00
UPDATED 4/14/03					
CONTROL STATIONS -0					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
0	DSDX09	Orion Desktop Base, Digital Remote, Local Control	\$1,489.00	\$1,116.75	\$0.00
0	ZE901-9497	Module, DDC-100 Digital Interface	\$700.00	\$630.00	\$0.00
0	D28LPXE	EDACS Orion 12 Watt ProVoice Radio Unit	\$2,970.00	\$2,227.50	\$0.00
0	D2PL5K	EDACS Orion ProFile Feature Upgrade	\$300.00	\$225.00	\$0.00
0	D2CP5L	EDACS Orion Front Mount Control Unit	\$450.00	\$337.50	\$0.00
0	D2MK3E	Keycap Kit for Scan Control Unit	\$25.00	\$18.75	\$0.00
0	D2MC5A	EDACS Orion Desk Microphone	\$120.00	\$90.00	\$0.00
0	DB-493A	Three Element 800 MHz Yagi Antenna	\$98.00	\$88.20	\$0.00
0	IS-CT50HN-MA	Polyphaser Coaxial Surge Suppressor	\$160.00	\$144.00	\$0.00
0	40656A-3	Andrews Weatherproof Feedthrough for 1/2" Helix	\$51.50	\$46.35	\$0.00
0	AWLDF4-50A	25 foot length of 1/2" Jacketed Copper Helix Cable	\$62.50	\$56.25	\$0.00
0	AW204989-1	Grounding Kit for 1/2" Helix Cable	\$23.00	\$20.70	\$0.00
0	AWL4NM	Connector for 1/2" Helix Cable, Type N Male	\$32.00	\$28.80	\$0.00
0	AWL4NF	Connector for 1/2" Helix Cable, Type N Female	\$32.00	\$28.80	\$0.00
0	AWFSJ1-50A	50 foot length of 1/4" Superflex Coaxial Cable	\$83.00	\$74.70	\$0.00
0	F1PNM-H	Connector for 1/4" Superflex, Type N Male	\$15.00	\$13.50	\$0.00
0	F1PNF-BH	Connector for 1/4" Superflex, Type N Female	\$15.00	\$13.50	\$0.00
0	Harger 588	8 foot x 5/8" Copper Clad Steel Ground Rod	\$10.50	\$9.45	\$0.00
0	CDT784133-5	25 foot length of #4 Gauge Green Ground Wire	\$62.50	\$56.25	\$0.00
0		Assemble Orion into Cabinet and Install, Complete	\$622.50	\$560.25	\$0.00
0		Radio Programming	\$52.50	\$47.25	\$0.00
TOTAL PRICE FOR CONTROL STATION, INSTALLED				\$5,833.50	\$0.00

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DESKTOP REMOTE UNIT FOR CONTROL STATIONS					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
0	ZE9C1-9496	DDC-100Desktop Remote Digital Controller	\$1,480.00	\$1,332.00	\$0.00
0	ZE815-9033	Wall Transformer, 120 VAC	\$30.00	\$27.00	\$0.00
0	INSTALL	Install Desktop Remote (excluding interconnecting wiring)	\$187.50	\$188.75	\$0.00
TOTAL PRICE OF DESKTOP REMOTE UNIT				\$1,527.75	\$0.00
RACK MOUNT 6 SLOT MULTI-CHARGER					
QUANTITY	MODEL NUMBER	DESCRIPTION	LIST	COST	EXTENDED COST
1	H9CH7U	6 Slot Rack Mount Multi-Charger		\$517.50	\$517.50
TOTAL PRICE OF MULTI-CHARGER					\$517.50
GRAND TOTAL OF ALL USER EQUIPMENT FOR BILOXI POLICE DEPARTMENT					\$290,608.50
UPDATED 4/14/03					
Approved:		Approved:			
Biloxi Police Department		Harrison County 911 Commission			

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**ORDER BY THE HARRISON COUNTY BOARD OF SUPERVISORS TO APPROVE  
AND AUTHORIZE EXECUTION OF AN INTERLOCAL COOPERATION  
AGREEMENT BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND  
HARRISON COUNTY, TO PURCHASE END-USER EQUIPMENT  
FOR THE COUNTY-WIDE PUBLIC SAFETY COMMUNICATIONS SYSTEM**

WHEREAS, the City of Gulfport, Mississippi, and Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement, attached hereto and incorporated herein as **Exhibit "1"**, to allow the County to purchase end-user equipment from the City of Gulfport to assist in the implementation of a County-wide public safety communications system; and

WHEREAS, the Governing Authority of the City of Gulfport and the Board of Supervisors of Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement as provided by § 17-13-1, et seq. of the Mississippi Code of 1972, Annotated; and

WHEREAS, the Harrison County Board of Supervisors finds that the terms and conditions of the proposed Interlocal Government Cooperation Agreement attached hereto and incorporated herein as **Exhibit "1"**, and subject to approval by the Attorney General of Mississippi pursuant to State law, are in the best interest of all citizens, of public safety personnel, of the City of Gulfport and of Harrison County, and said Agreement should be approved, entered into and executed; and

WHEREAS, the Harrison County Board of Supervisors finds that the joint effort between the City of Gulfport and Harrison County, Mississippi, authorized by this Agreement, would make the most efficient use of their powers by enabling them to cooperate on a basis of mutual coordinated advantage and thereby provide a vital emergency service that will best accord with the geographic, economic and population facts, needs and development in each community;

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NOW, THEREFORE, IT IS ORDERED by the Harrison County Board of Supervisors, that:

Section 1: That the matters, facts and things herein above recited in the preamble to this Order be, and they are hereby adopted as the official findings of the Harrison County Board of Supervisors.

Section 2: That the proposed Interlocal Government Cooperation Agreement between the City of Gulfport, Mississippi, and Harrison County, a copy of which is annexed hereto as **Exhibit "1"** and made a part hereof, be and is hereby authorized and approved, subject to approval by the Attorney General of the State of Mississippi in accordance with State law, and the President of the Board of Supervisors, be and is hereby authorized and requested to execute said Agreement on behalf of the Harrison County Board of Supervisors.

The above and foregoing Order was introduced by Supervisor Benefield, who moved the adoption of same. Said Motion was seconded by Supervisor Eleuterius. After discussion, the matter was put to a roll call vote. The result was as follows:

Supervisor BOBBY ELEUTERIUS voted	<u>AYE</u>
Supervisor LARRY BENEFIELD voted	<u>AYE</u>
Supervisor MARLIN LADNER voted	<u>AYE</u>
Supervisor WILLIAM MARTIN voted	<u>AYE</u>
Supervisor CONNIE ROCKCO voted	<u>(ABSENT &amp; EXCUSED)</u>

The motion having received the affirmative vote of a majority of the members present, the President of the Harrison County Board of Supervisors declared the motion carried.

**ORDERED** on this the 14<sup>th</sup> day of July, 2003.

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INTERLOCAL COOPERATION AGREEMENT  
BETWEEN HARRISON COUNTY AND THE CITY OF GULFPORT  
MISSISSIPPI, TO PURCHASE END USER EQUIPMENT  
FOR THE COUNTY-WIDE PUBLIC SAFETY COMMUNICATIONS SYSTEM

This Interlocal Cooperation Agreement is made and entered into by and between Harrison County, Mississippi, (the ACounty@), and the City of Gulfport, Mississippi (AMunicipality@) in accordance with and pursuant to the provisions of the Interlocal Cooperation Act of 1974, ' 17-31-1, et seq., Mississippi Code of 1972, as amended (the ACode@).

1. DURATION. The term of this Agreement shall commence on the date this Agreement is approved by the Attorney General of the State of Mississippi (the AAttorney General@) as provided for in ' 17-13-11 of the Code and shall end ten (10) years thereafter unless terminated or extended as provided for hereinafter. In the event the Attorney General disapproves this Agreement, it shall be null and void ab initio.
2. PURPOSE. The County and all Municipalities within the County, through the Harrison County Emergency Communications Commission, are implementing a County-wide communications system for all public safety entities operating within Harrison County. For purposes of this Agreement, public safety entities are defined as police, fire service, emergency medical service, 911 communications, emergency management (Civil Defense) and Medical Examiner. The purpose of this Agreement is to establish a method by which the parties to this Agreement can share the costs of purchasing the end-user equipment needed to implement the system and to otherwise set forth the various responsibilities of the parties. The quantities and types of end-used equipment have been determined by the 2003 Needs Assessment prepared by the



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Harrison County Emergency Communications Commission, a copy of which is attached hereto as **Exhibit A1**" and incorporated herein. The County Agrees to provide seventy percent (70%) of the costs of the equipment as set forth in this Agreement and the Municipality agrees to be responsible for the remaining thirty percent (30%). It is expressly understood that the County=s portion of the costs shall be capped at \$1,326,780.00. In the event the Municipality determines that it does not need all the equipment as set forth in the needs assessment, then this reduction in need must be verified and approved by the Harrison County Emergency Communications Commission.

3. CITATION OF STATUTORY AUTHORITY. Harrison County is a political subdivision of the State of Mississippi whose powers and authorities are set forth generally in Title 19 of the Code, the specific authority for this Agreement is found in the provisions of Sections 19-5-301 through 19-5-319, specifically including Section 19-5-313, and a local and private Act of 1984, being Chapter 933 thereof. Gulfport is a municipal corporation whose powers are set forth generally in Title 21 of the Code. The specific authority for this Agreement is found in the provisions of Sections 19-5-301 through 19-5-319, specifically including Section 19-5-313, and a local and private Act of 1984, being Chapter 933 thereof.
4. FINANCING. Financing of the County=s portion of the costs for this equipment shall be from funds received by the County from excess proceeds of the emergency telephone service charges assessed by the county as provided for in Section 19-5-313 of the code and by loan proceeds received from the Mississippi Development Bank. The

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loan proceeds in the amount of \$15,000,000.00 was and is primarily being used to purchase the infrastructure equipment necessary to operate the communications system.

The Municipality's portion of the costs shall be paid from its general fund monies or other funds which may be available for this purpose. There will be not joint funds to be administered pursuant to this Agreement.

5. TERMINATION OF AMENDMENT. Amendments to the Agreement may be made with the consent and approval of both parties. The Agreement can be terminated at any time by the official action of either party provided the other party is given at least three hundred sixty-five (365) days written notice of the termination.
6. ADMINISTRATION. This joint undertaking shall be administered by the Harrison County Emergency Communications Commission.
7. GENERAL PROVISIONS.
  - 7.1. The Municipality has previously purchased all the end-user equipment identified in the 2003 Needs Assessment Study (**Exhibit A1**). The County and/or the Harrison County Emergency Communications Commission agrees to purchase from the Municipality seventy percent (70%) of the total amount end-user equipment recommended by the 2003 Needs Assessment Study not to exceed \$1,326,780.00. A listing of the equipment subject to the purchase is attached as **Exhibit A2**.
  - 7.2. The purchase of additional radios and ancillary equipment shall be the responsibility of the Municipality and the same shall meet the specifications established by the Harrison County Emergency Communications Commission.

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- 7.3. All equipment purchased with County funds will remain the property of the County even though it may be assigned to the Municipality. The County shall be responsible for maintaining an accurate inventory of this equipment. All equipment purchased with funds from the Municipality shall remain the property of the Municipality and it shall maintain an accurate inventory of same. In the event this Agreement is terminated, the property shall be returned to the party owning same.
- 7.4. The Municipality agrees to be responsible for all expenses associated with both the end-user equipment owned by the County which is assigned to the Municipality and the equipment owned by the Municipality. This includes, but is not limited to the following: maintenance costs; insurance; repairs; replacements; and upgrades.
- 7.5. The Municipality agrees to maintain the end-user equipment purchased by the County and assigned to the Municipality in good working order. In the event any of this equipment is lost or destroyed, the Municipality shall replace same at its expense and the same shall be deemed to be County equipment.
- 7.6. Until the County provides a consolidated dispatch facility, the County agrees to provide an adequate amount of infrastructure equipment to continue using existing dispatch centers. The amount of infrastructure equipment shall be determined by the Harrison County Emergency Communications Commission. The County shall be responsible for one hundred percent (100%) of the costs of said equipment including the initial purchase, maintenance costs, insurance, repairs, replacement, and/or upgrades. Any damage to the equipment, other than

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ordinary wear and tear, shall be the responsibility of the Municipality.

- 7.7 All infrastructure equipment purchased by the County and/or Harrison County Emergency Communications Commission and assigned to the Municipality shall remain the property of the County and shall be returned to the County upon the termination of this Agreement.
- 7.8 All property purchased pursuant to the terms of this Agreement shall be used exclusively for the purposes outlined in Miss. Code Ann. ' 19-5-301, et. seq., and as established by the Rules and Regulations of the Harrison County Emergency Communications Commission. All equipment being used inconsistent with this paragraph shall be surrendered to the Harrison County Emergency Communications Commission upon their request.
- 7.9 Prior to the purchase of any equipment by the County, the Municipality must pass a Resolution supporting and agreeing to participate in the consolidated County-wide communications project including the establishment of a consolidated communications dispatch center.
- 7.10 If this communications system which was developed solely for the purposes outlined in Miss. Code Ann. ' 19-5-301, et seq., should have excess capacity and if the Municipality desires to utilize that capacity for a non-public safety purpose, then the Municipality may be allowed to use the system for that purpose subject to the following conditions: the usage must be approved by the Harrison County Emergency Communications Commission; the Municipality must pay the direct costs associated with that use; and the use shall be discontinued when the excess capacity is needed by a public safety entity as determined by the Harrison County

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Emergency Communications Commission. The Municipality may also be authorized to add additional capacity to the system at its expense for non-public safety use and subject to the approval of the Harrison County Emergency Communications Commission.

- 7.11 This agreement was not intended to supersede, modify or affect any obligations between the parties under pre-existing covenants, agreements or contracts related to the communications system. In the event an irreconcilable conflict should arise with other agreements, then the provisions of this agreement should control.

8. MISCELLANEOUS PROVISIONS.

- 8.01. Governing Law. This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Mississippi.
- 8.02. Severability. If any provision of this Agreement or the application of any provision to any person or circumstance is or become invalid or unenforceable to any extent, then the remainder of this Agreement and the application of such provisions to any other person or circumstances shall not be affected by such invalidity or un-enforceability and shall be enforced to the greatest extent permitted by law.
- 8.03. Counterparts/Entire Agreement. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. This Agreement contains the sole and entire understanding between and among the parties hereto with respect to the subject matter hereof. All promises, inducements, offers, letters of intent, solicitation, agreements, commitments, representations and warranties made

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between such parties prior to this Agreement are superseded by this Agreement.

8.04. Captions. Captions, Sections and Article headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of this Agreement nor the intent of any provision hereof.

WITNESSETH the signatures of the parties, this the 22 day of April, 2003.

HARRISON COUNTY

CITY OF Gulfport

By: \_\_\_\_\_  
President

By: Ken Jombk  
Mayor

Attest: \_\_\_\_\_  
Clerk

Attest: Ann Peterson  
Clerk

Attest: \_\_\_\_\_  
Chancery Clerk



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There came on for consideration at a duly constituted meeting of the Mayor and members of the City Council of the City of Gulfport, Mississippi, held on the 22<sup>nd</sup> day of April, 2003, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AND AUTHORIZE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND HARRISON COUNTY, TO PURCHASE END-USER EQUIPMENT FOR THE COUNTY-WIDE PUBLIC SAFETY COMMUNICATIONS SYSTEM AND TO REAFFIRM THE CITY OF GULFPORT'S SUPPORT FOR A CONSOLIDATED PUBLIC SAFETY COMMUNICATION DISPATCH FACILITY**

WHEREAS, the City of Gulfport, Mississippi, and Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement, attached hereto and incorporated herein as Exhibit "1", to allow the County to purchase end-user equipment from the City of Gulfport to assist in the implementation of a County-wide public safety communications system; and

WHEREAS, the Governing Authority of the City of Gulfport and the Board of Supervisors of Harrison County desire to enter into the proposed Interlocal Governmental Cooperation Agreement as provided by § 17-13-1, et seq. of the Mississippi Code of 1972, Annotated; and

WHEREAS, the Governing Authority of the City of Gulfport finds that the terms and conditions of the proposed Interlocal Government Cooperation Agreement attached hereto and incorporated herein as Exhibit "1", and subject to approval by the Attorney General of Mississippi pursuant to State law, are in the best interest of all citizens, of public safety personnel, of the City of Gulfport and of Harrison County, and said Agreement should be approved, entered into and executed; and

WHEREAS, the Governing Authority of the City of Gulfport further finds that the consolidated county-wide communications project including the establishment of a consolidated public safety communications dispatch center is in the best interest of all citizens, of public safety personnel, of the City of Gulfport and of Harrison County, and the City of Gulfport hereby agrees to reaffirm the City of Gulfport's support for and to participate in said project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gulfport, Mississippi, as follows, to-wit:

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Section 1: That the matters, facts and things herein above recited in the preamble to this Resolution be, and they are hereby adopted as the official findings of the Governing Authority of the City of Gulfport.

Section 2: That certain proposed Interlocal Government Cooperation Agreement between the City of Gulfport, Mississippi, and Harrison County, a copy of which is annexed hereto as Exhibit "1" and made a part hereof, be and is hereby authorized and approved, subject to approval by the Attorney General of the State of Mississippi in accordance with State law, and Mayor Billy McDonald and the City Clerk, be and they are hereby authorized and requested to execute said Agreement on behalf of the City of Gulfport.

Section 3: That the City of Gulfport hereby agrees to reaffirm the City's support and to participate in the consolidated communications project including the establishment of a consolidated public safety communications dispatch center.

Section 4: That this Resolution be, and it is hereby placed in full force and effect as of the date of passage and enactment hereof according to law, and the City Clerk is hereby instructed to forward a properly executed copy of this Resolution to the Board of Supervisors of Harrison County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk was introduced by Councilman Savant, seconded by Councilwoman Holmes-Hines, and was adopted by the following roll call vote:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Jenkins	None	None	Rose
Savant			
Holmes-Hines			
Dombrowski			
Teston			
Hewes			

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WHEREUPON, the President declared the motion carried and the Resolution adopted  
this the day 22<sup>nd</sup> of April, 2003.

(SEAL)

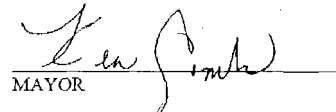
ATTEST:

  
CLERK OF THE COUNCIL

ADOPTED:

  
PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the  
23<sup>rd</sup> day of April, 2003.

  
MAYOR

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STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF GULFPORT

I, Anne V. Peterson, City Clerk of the city Of Gulfport, Mississippi, do hereby certify that the attached and foregoing is a true and correct copy of a Resolution by the Gulfport City Council to approve and authorize execution of an Interlocal Cooperation Agreement between the City of Gulfport, Mississippi, and Harrison County, to purchase end-user equipment for the county-wide public safety communications system and to reaffirm the City of Gulfport's support for a consolidated Public Safety Communication Dispatch Facility, from the meeting of the Mayor and City Council on April 22, 2003, under my care and custody.

Witness my signature and the seal of the city of Gulfport, Mississippi, this the 6<sup>th</sup> day of May 2003.

(SEAL:)

  
\_\_\_\_\_  
ANNE V. PETERSON, CITY CLERK  
CITY OF GULFPORT, MISSISSIPPI

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ORDER APPROVING PAYMENT IN THE AMOUNT OF \$437,675.40  
TO THE CITY OF GULFPORT

**WHEREAS**, the Harrison County Emergency Communications Commission was created by the Board of Supervisors under authority of §19-5-305, Mississippi Code Annotated, as amended, and its membership represents all city and county public safety agencies in the County, and the Harrison County Emergency Communications Commission is governed and empowered according to §§ 19-5-301, et seq., Mississippi Code Annotated, as amended; and

**WHEREAS**, on the 12<sup>th</sup> day of October, 2000, the Harrison County Emergency Communications Commission entered into a Memorandum of Agreement for the procurement, construction, installation and transfer of a 800 MHz trunked radio communication system according to a plan to provide county-wide public safety and emergency service in the City of Gulfport and in Harrison County; and

**WHEREAS**, on the 18<sup>th</sup> day of October, 2000, the City of Gulfport authorized the aforesaid Memorandum of Agreement; and

**WHEREAS**, on the 23<sup>rd</sup> day of October, 2000, the Board of Supervisors of Harrison County, Mississippi, authorized the aforesaid Memorandum of Agreement; and

**WHEREAS**, under the terms of the Memorandum of Agreement, the City of Gulfport, the Harrison County Emergency Communications Commission and Harrison County agreed to share resources to construct, to establish and to administer a County-wide communications system utilizing the design technology, procurement of infrastructure and facilities contracted for by the City of Gulfport; and

**WHEREAS**, under the terms of the Memorandum of Agreement, the Harrison County Emergency Communications Commission and Harrison County were to pay the City of Gulfport for all systems and equipment, transfer, assignments, leases, contracts and any and all additional assets or property of every type and character a sum not to exceed FOUR MILLION FOUR HUNDRED SIXTY FIVE THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS AND 40/100 (\$4,465,558.40), subject to revisions and modifications authorized under the terms of the

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Agreement; and

WHEREAS, since the contract date of October 23, 2000, the Harrison County Board of Supervisors have authorized the following Change Orders and Payments:

CONTRACT AMOUNT		PAYMENTS	
Original Contract	\$4,465,558.40	\$668,694.76	12/05/00
Change Order #1 - 06/03/01	+\$ 82,692.91	\$370,366.50	01/22/01
Change Order #2 - NO CHANGE to contract amount	-0-	\$449,675.68	07/12/01
Change Order #3 - NO CHANGE to contract amount	-0-	\$225,593.66	07/12/01
Change Order #4	pending	\$279,256.25	07/12/01
Change Order #5	pending	\$133,009.48	08/09/01
		\$585,352.72	08/09/01
		\$114,163.83	08/09/01
		\$150,613.24	01/28/02
		\$224,920.98	01/28/02
		\$ 73,009.44	01/28/02
		\$412,582.02	01/28/02
		\$ 1,070.16	01/28/02
		\$ 13,024.80	06/24/02
		\$ 32,100.04	06/24/02
		\$ 57,251.73	10/28/02
		\$ 3,948.25	10/28/02
		\$ 33,642.10	10/28/02
		\$ 805.09	10/28/02
		\$ 1,207.64	10/28/02
		\$ 44,432.59	10/28/02
		\$ 46,619.90	10/28/02
<b>TOTAL CONTRACT AMT W/CHG ORDS</b>		<b>\$4,548,251.31</b>	

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TOTAL PAYMENTS TO DATE	\$3,921,340.86
AMOUNT REMAINING TO BE PAID	\$ 626,910.45

and

**WHEREAS**, pursuant to the provisions of the aforesaid agreement, the City of Gulfport, Mississippi, has requested payment of Invoice #19 in the amount of FOUR HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS and 40/100 (\$437,675.40) pursuant to the terms of the Memorandum of Agreement, as shown on the invoice attached hereto and incorporated herein by reference as **Exhibit "A"**; and

**WHEREAS**, the Commissioners of the Harrison County Emergency Communications Commission found by Resolution approved June 23, 2003, that the City of Gulfport is entitled to said payment in the total amount of FOUR HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS and 40/100 (\$437,675.40), a copy of said Resolution is attached hereto and incorporated herein as **Exhibit "B"**, and

**WHEREAS**, Harrison County Board of Supervisors find that the payment of FOUR HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS and 40/100 (\$437,675.40) has been verified by Moses Engineers and Communications Coordinator Gil Bailey, as reflected in **Exhibits "C"** and **"D"** attached hereto and incorporated herein by reference;

**NOW, THEREFORE, BE IT ORDERED** by the Board of Supervisors as follows:

**SECTION 1**

The Harrison County Board of Supervisors authorize and approve the payment of the City of Gulfport's Invoice No. 19, in the amount of FOUR HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS and 40/100 (\$437,675.40), a copy of which is attached hereto and incorporated herein as **Exhibit "A"**.

The above and foregoing Order was introduced by Supervisor **BOBBY ELEUTERIUS**, who moved the adoption of same. Said Motion was seconded by Supervisor **LARRY**

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**BENEFIELD.** After discussion, the matter was put to a roll call vote. The result was as follows:

Supervisor BOBBY BLEUTTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN LADNER voted	AYE
Supervisor WILLIAM MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote of a majority of the members present, the President of the Harrison County Board of Supervisors declared the motion carried.

**ORDERED** on this the 14<sup>th</sup> day of July 2003.



# MINUTE BOOK BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI JULY 2003 TERM

## CITY of GULFPORT

KEN COMBS  
*Mayor*

JERRY W. SMITH  
*Chief Administrative Officer*

Immie Jenkins  
*Councilman, Ward One*

Richard Rose  
*Councilman, Ward Two*

Ila Holmes-Hines  
*Councilwoman, Ward Three*



*Mayor-Council Form of Government*

P.O. BOX 1780  
GULFPORT, MISSISSIPPI 39502-1780  
- TELEPHONE (228) 868-5700  
July 12, 2002

Kim B. Savant  
*Councilman, Ward Four*

Ricky Dombrowski  
*Councilman, Ward Five*

Charles E. "Chuck" Teston  
*Councilman, Ward Six*

Billy Hewes  
*Councilman, Ward Seven*

Robert G. Bailey, ENP  
Harrison County Emergency Communications Commission  
15309-B Community Road  
Gulfport, MS 39503

RE: PAYMENT - COMMUNICATIONS SYSTEMS

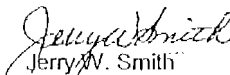
Dear Mr. Bailey,

I do hereby submit for payment herein the amount of \$437,675.40 for the E911 Commission - Harrison County share of the Communications System.

Please make your check payable to The City of Gulfport, and mail it to my attention at the address above.

A copy of check number 041305 made payable to Ericsson Inc. from the City of Gulfport in the amount of \$700,962.63 is attached, along with a copy of invoice number 041502M from Ericsson Inc. for your information. If you have any questions, you may call me at (228)-868-5770.

Sincerely,

  
Jerry W. Smith  
Chief Administrative Officer

JWS/afw

Attachments

Cc: Pam Ulrich, County Administrator  
Steve Delahousey, HCECC  
Mike Ncaise, Comptroller (City of Gulfport)  
William Bragg, Deputy Fire Chief

• Page 1



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19

# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### JULY 2003 TERM



CRITICAL RADIO SYSTEMS  
P.O. Box 2000  
Lynchburg, VA 24501  
FEDERAL ID # 25-1849837

P.O.# 26837

SEND PAYMENT SHOWING INVOICE NO. & INVOICE DATE TO  
COMNET ERICSSON CRITICAL RADIO SYSTEMS, INC.  
PO BOX 630420  
ATLANTA, GA 30353-0420  
For Billing/Collection Inquiries call:  
HARRY IVEY  
434-385-2070

PAYMENT TERMS  
**DUE NET 45**  
INVOICE DATE 4/15/2002 INVOICE NUMBER 041502M

ORDER NO. 003409	P.O. 00026837-01	CUSTOMER P.O. NUMBER 00026837-01 FY2001	SHIP TO CITY OF GULFPORT RADIO WAREHOUSE 2805 17TH STREET GULFPORT, MS 39501
BUYER CITY OF GULFPORT ATTN: MR. JERRY W. SMITH REF ADMINISTRATIVE OFFICER 009 15TH STREET - CITY HALL GULFPORT, MS 39501			

ITEM NO.	DESCRIPTION	NOTE	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
180	TO INVOICE THE CITY OF GULFPORT FOR TEN PERCENT (10%) OF THE TOTAL CONTRACT PRICE FOR THE HARDWARE, THE SOFTWARE LICENSE AND THE SERVICES UPON ACCEPTANCE. PER SECTION 1.5.A PURCHASE. PAYMENT SCHEDULE				
	ORIGINAL CONTRACT PRICE				\$6,965,588.00
	CHANGE ORDER #1				-\$30,383.00
	CHANGE ORDER #2				-\$16,435.00
	CHANGE ORDER #3				\$18,061.50
	CHANGE ORDER #4				\$115,589.10
	CHANGE ORDER #5				\$0.00
	TOTAL CONTRACT VALUE AS OF 04/10/2002				\$7,052,390.30
	LESS:				
	EOC HEADSET EQUIPMENT & DUAL BANTAM HEADSET JACKS USER EQUIPMENT: 10 EACH MOTORCYCLE RADIOS AND ASSOCIATED LABOR	Contingency per Rick Dragg			-\$10,701.60
	SUBTOTAL:				\$7,009,628.20
	LESS: 90%				-\$6,308,665.38
	10% DUE UPON ACCEPTANCE				\$700,962.82
<b>TOTAL AMOUNT BILLED</b>					<b>\$700,962.63</b>

*Handwritten signatures and dates:*  
R.B. Dragg  
2/24/02

ERICSSON ORS, INC. CERTIFIES THAT THE GOODS COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 101 AND 102 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS THEREOF. THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

ORIGINAL  
AN EQUAL OPPORTUNITY EMPLOYER

Payment # 19

SUMMARY FOR 041502M

CITY OF GULFPORT, MS	SUMMARY FOR 10% INVOICE 041502M			10% DUE UPON ACCEPTANCE				10% INVOICE AMOUNT DUE INV# 082701M
	CONTRACT	INVOICED	AMOUNT NOT YET	100% OF THE				
	VALUE	TO-DATE	INVOICED	CURRENT INVOICE	LESS 15% ADVANCE	LESS 45% DUE UPON DELIVERY	LESS 30% DUE UPON ACCEPTANCE	
EOC TOTAL	440,587.94	10,701.50	429,886.34	429,886.34	(64,482.95)	(193,448.85)	(128,965.90)	42,988.63
NORTHERN SITE TOTAL	2,452,882.57		2,452,882.57	2,452,882.57	(367,932.39)	(1,103,797.16)	(735,864.77)	245,288.26
SOUTHERN SITE TOTAL	744,805.43		744,805.43	744,805.43	(111,720.81)	(335,162.44)	(223,441.63)	74,480.54
POLICE USER EQUIPMENT	1,603,059.75	32,062.50	1,570,997.25	1,570,997.25	(235,849.59)	(706,948.76)	(471,299.18)	157,099.73
FIRE USER EQUIPMENT	806,545.46		606,545.46	606,545.46	(90,981.82)	(272,945.46)	(181,983.64)	50,554.55
OTHER USER EQUIPMENT	411,423.00		411,423.00	411,423.00	(61,713.45)	(185,140.35)	(123,426.90)	41,142.30
TECHNICAL SERVICES	566,266.50		566,266.50	566,266.50	(84,939.98)	(254,819.93)	(169,879.95)	56,526.65
ADDITIONAL PRICING	6,225.00		6,225.00	6,225.00	(933.75)	(2,501.25)	(1,887.50)	622.50
ADDITIVE ALTERNATE 2	50,336.00		50,336.00	50,336.00	(7,550.40)	(22,651.20)	(15,100.80)	5,033.60
ADDITIVE ALTERNATE 3	8,616.00		8,616.00	8,616.00	(1,292.40)	(3,877.20)	(2,584.80)	861.60
ADDITIVE ALTERNATE 5	2,147.00		2,147.00	2,147.00	(322.05)	(966.15)	(644.10)	214.70
ADDITIVE ALTERNATE 6 (USE)	25,845.00		25,845.00	25,845.00	(3,876.75)	(11,530.25)	(7,753.50)	2,584.50
TOTAL	6,918,739.65							
CHANGE ORDER 3 (USE)								
DEDUCT	-127,692.00		(127,692.00)	(127,692.00)	19,153.80	57,461.40	38,307.60	(12,765.20)
ADD	145,753.57		145,753.57	145,753.57	(21,863.04)	(65,589.11)	(43,726.07)	14,575.35
TOTAL	18,061.57							
CHANGE ORDER 4 (WFLA)	115,589.16		115,589.16	115,589.16	(17,338.37)	(52,015.12)	(34,676.75)	11,558.92
TOTAL	115,589.16							700,962.63
TOTAL	7,052,390.38			7,009,626.28				

Infrastructure (District) \$437,675.40  
 User Equipment (Gulfport) \$263,287.23  
 Invoice Tot: \$700,962.63

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 BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
 JULY 2003 TERM

P. 15  
 228-1ER-822  
 116 CC NOSTRHHH  
 EQ:11 CC 77 101

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**



May 9, 2002

Mr. Jerry Smith  
Chief Administrative Officer  
2309 15<sup>th</sup> Street, City Hall  
Gulfport, MS 39501

REFERENCE: 800 MHz Trunked Radio System  
ME File No. 98-070

SUBJECT: M/A-Com Invoice

*Reviewed letter sent  
6-18-02. Inv #  
should be 041502M*

Dear Mr. Smith:

We have received and reviewed M/A-Com Invoice 041502A which involves a combination of Gulfport user equipment and County infrastructure equipment/services. By our calculations, the breakdown between City and County costs is as follows:

<u>Invoice</u>	<u>Gulfport's Portion</u>	<u>County's Portion</u>	<u>Total</u>
041502A	\$263,287.23	\$437,675.40	\$700,962.63

Please review these calculations and, if acceptable, process this invoice for payment.

Very truly yours,

MOSES ENGINEERS

*Dominic F. Tusa* / MBO  
Dominic F. Tusa

DFT/vsm

Attachments

*W. B. Nagy*  
*R. B. [unclear] 6/13/02*

**CONSULTING ENGINEERS**

Mechanical  
Electrical  
Telecommunications

909 Poydras Street, Suite 2150  
New Orleans, Louisiana 70112-1034  
Tel. 504-586-1725  
Fax 504-586-1846  
email: MOSES@MOSESENGINEERS.com

P. 18

228-831-0762

HARRISON CO 911

11:10A 06/07/02



City of Gulfport  
P.O. Box 1780  
Gulfport, Mississippi 39501  
Account Payable Voucher

Bank of South  
Gulfport, MS 39501  
Phone 1-888-787-7711

85-27642

Check  
Number 041305

Vendor Number	Check Date	Check Amount
2894	07/03/2002	\$700,962.63

\*\*\*700,962 DOLLARS AND 63 CENTS

Pay To The Order Of

ERICSSON INC  
ONE MOUNTAIN VIEW RD  
LYNCHBURG VA 24502

*Ken Somers*

Mayor

*Ornel Peterson*

City Clerk

⑈041305⑈ ⑆084201278⑆ 6045 549 0⑈

City of Gulfport  
Gulfport, Mississippi

Invoice Date	Invoice Number	Invoice Amount	Check Number	Check Date	Check Amount
06/26/02	041502M	26837	75296	COUNTY COMMUNICATION SYST	700,962.63
Vendor Number	Vendor Name	Check Number	Check Date	Check Amount	
2894	ERICSSON INC	041305	07/03/2002	\$700,962.63	

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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RESOLUTION APPROVING PAYMENT IN THE AMOUNT OF \$437,675.40 TO THE CITY OF GULFPORT AND REQUESTING THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI TO MAKE SUCH PAYMENT

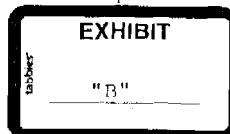
WHEREAS, the Harrison County Emergency Communications Commission was created by the Board of Supervisors under authority of §19-5-305, Mississippi Code Annotated, as amended, and its membership represents all city and county public safety agencies in the County, and the Harrison County Emergency Communications Commission is governed and empowered according to §§ 19-5-301, et seq., Mississippi Code Annotated, as amended; and

WHEREAS, on the 12<sup>th</sup> day of October, 2000, the Harrison County Emergency Communications Commission entered into a Memorandum of Agreement for the procurement, construction, installation and transfer of a 800 MHZ trunked radio communication system according to a plan to provide county-wide public safety and emergency service in the City of Gulfport and in Harrison County; and

WHEREAS, on the 18<sup>th</sup> day of October, 2000, the City of Gulfport authorized the aforesaid Memorandum of Agreement; and

WHEREAS, on the 23<sup>rd</sup> day of October, 2000, the Board of Supervisors of Harrison County, Mississippi, authorized the aforesaid Memorandum of Agreement; and

WHEREAS, under the terms of the Memorandum of Agreement, the City of Gulfport, the Harrison County Emergency Communications Commission and Harrison County agreed to share resources to construct, to establish and to administer a County-wide communications system utilizing the design technology, procurement of infrastructure and facilities contracted for by the City of Gulfport; and



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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WHEREAS, under the terms of the Memorandum of Agreement, the Harrison County Emergency Communications Commission and Harrison County were to pay the City of Gulfport for all systems and equipment, transfer, assignments, leases, contracts and any and all additional assets or property of every type and character a sum not to exceed FOUR MILLION FOUR HUNDRED SIXTY FIVE THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS AND 40/100 (\$4,465,558.40), subject to revisions and modifications authorized under the terms of the Agreement; and

WHEREAS, since the contract date of October 23, 2000, the Harrison County Board of Supervisors have authorized the following Change Orders and Payments:

CONTRACT AMOUNT		PAYMENTS	
Original Contract	\$4,465,558.40	\$668,694.76	12/05/00
Change Order #1 - 06/03/01	+\$ 82,692.91	\$370,366.50	01/22/01
Change Order #2 - NO CHANGE to contract amount	-0-	\$449,675.68	07/12/01
Change Order #3 - NO CHANGE to contract amount	-0-	\$225,593.66	07/12/01
Change Order #4	pending	\$279,256.25	07/12/01
Change Order #5	pending	\$133,009.48	08/09/01
		\$585,352.72	08/09/01
		\$114,163.83	08/09/01
		\$150,613.24	01/28/02
		\$224,920.98	01/28/02
		\$ 73,009.44	01/28/02
		\$412,582.02	01/28/02
		\$ 1,070.16	01/28/02

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

CONTRACT AMOUNT		PAYMENTS	
		\$ 13,024.80	06/24/02
		\$ 32,100.04	06/24/02
		\$ 57,251.73	10/28/02
		\$ 3,948.25	10/28/02
		\$ 33,642.10	10/28/02
		\$ 805.09	10/28/02
		\$ 1,207.64	10/28/02
		\$ 44,432.59	10/28/02
		\$ 46,619.90	10/28/02
<b>TOTAL CONTRACT AMT W/CIIG ORDS</b>		<b>\$4,548,251.31</b>	
<b>TOTAL PAYMENTS TO DATE</b>		<b>\$3,921,340.86</b>	
<b>AMOUNT REMAINING TO BE PAID</b>		<b>\$ 626,910.45</b>	

and

**WHEREAS**, pursuant to the provisions of the aforesaid agreement, the City of Gulfport, Mississippi, has requested payment of Invoice #19 in the amount of FOUR HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS and 40/100 (\$437,675.40) pursuant to the terms of the Memorandum of Agreement, as shown on the invoice attached hereto and incorporated herein by reference as **Exhibit "A"**; and

**WHEREAS**, the Commissioners of the Harrison County Emergency Communications Commission find that Communications Coordinator Gil Bailey, has certified that the City of Gulfport is entitled to said payment in the total amount of FOUR HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS and 40/100 (\$437,675.40), as stated in his letter attached hereto and incorporated herein as **Exhibit "B"**, and



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission find that the payment of FOUR HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS and 40/100 (\$437,675.40) has been verified by Moses Engineers as stated in the letter attached hereto and incorporated herein as **Exhibit "C"**, and

WHEREAS, the Harrison County Emergency Communications Commission and the City of Gulfport are working together to ascertain what, if any, additional monies may be owed to the City of Gulfport;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Harrison County Emergency Communications Commission as follows:

**SECTION 1**

The Harrison County Emergency Communications commission respectfully requests the Harrison County Board of Supervisors to authorize and approve the payment of the City of Gulfport's Invoice No. 19, in the amount of FOUR HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS and 40/100 (\$437,675.40), a copy of which is attached hereto and incorporated herein as **Exhibit "A"**.

The above and foregoing Resolution was introduced by Commissioner BOBBY SPAYNE who moved the adoption of same. Said Motion was seconded by Commissioner STEVE FORD. Upon being put to vote, the results were as follows:

Chief RICH MARVIL, Pass Christian Fire Department

ABSENT

Chief BRUCE DUNAGAN, Biloxi Police Department

AYE

Sheriff GEORGE H. PAYNE, JR., Harrison County Sheriff's Dept.

AYE

PROXY - WALTER PITTS

**MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM**

LINDA ROUSE, Harrison County Civil Defense

AYE

Chief GEORGE MIXON, Harrison County Fire Services

ABSENT

Chief WAYNE PAYNE, Gulfport Police Department

AYE

PROXY - RANDY BROWN  
Chief PAT SULLIVAN, Gulfport Fire Department

AYE

BOBBY SPAYDE, 1st Judicial District

AYE

JEFF TAYLOR, 2nd Judicial District

AYE

STEVE FORD, County at Large

AYE

STEVE DELAHOUSEY, Emergency Medical Services

ABSENT

HARLEY SHINKER, Long Beach Police Department

ABSENT

GERALD SMITH, D'Iberville Fire Department

AYE

JOHN DUBUISSON, Pass Christian Police Department

AYE

KATHY FICK, Mississippi Highway Patrol

ABSENT

CHIEF GEORGE BASS, Long Beach Fire Department

AYE

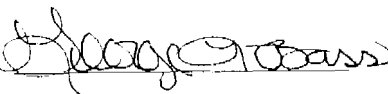
CHIEF DAVID ROBERTS, Biloxi Fire Department

AYE

WHEREUPON, Chairman Steve Delahousey declared the motion carried and the resolution adopted on the 16<sup>th</sup> day of June, 2003.

**RESOLVED** on this the 16<sup>th</sup> day of June, 2003.

**HARRISON COUNTY EMERGENCY  
COMMUNICATIONS COMMISSION**

BY: 

ATTEST:  


**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**



REVISED

June 18, 2002

Mr. Jerry Smith  
Chief Administrative Officer  
2309 15<sup>th</sup> Street, City Hall  
Gulfport, MS 39501

**REFERENCE:** 800 MHz Trunked Radio System  
MB File No. 98-070

**SUBJECT:** M/A-Com Invoice

Dear Mr. Smith:

We have received and reviewed M/A-Com Invoice 041502M which involves a combination of Gulfport user equipment and County infrastructure equipment/services. By our calculations, the breakdown between City and County costs is as follows:

Invoice	Gulfport's Portion	County's Portion	Total
041502M	\$263,287.23	\$437,675.40	\$700,962.63

Please review these calculations and, if acceptable, process this invoice for payment.

Very truly yours,

**MOSES ENGINEERS**

Dominic F. Tusa

DFT/vsm

Attachments

**CONSULTING ENGINEERS**

Mechanical  
Electrical  
Telecommunications  
909 Poydras Street, Suite 2150  
New Orleans, Louisiana 70112-1034  
Tel. 504-586-1725  
Fax 504-386-1846  
email: MOSES@MOSESENGINEERS.com



MOSES ON 1 1 9856  
228-831-0752  
21-17

JUN 18 2002 9:54AM  
MOSES ENG NOLA  
HARRISON CO 911

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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**Harrison County Emergency  
Communications Commission**

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15309-B Community Road, Gulfport, Mississippi 39503

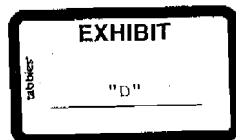
Phone (228) 831-0760 • Fax (228) 831-0762

e-mail address: harrison911@co.harrison.ms.us

TO: Commission Members  
FROM: Robert Bailey   
RE: Payment of City of Gulfport Payment Request # 19  
DATE: June 17, 2003

I have reviewed Invoice # 041502M from M/A-Com to the City of Gulfport and have confirmed that the requested amount of \$437,675.40 for infrastructure is correct.

I request that payment be approved to the City of Gulfport.



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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(SUPERVISOR ELEUTERIUS WAS OUT ON VOTE.)

**ORDER AUTHORIZING AND APPROVING AMENDMENT TO CONTRACT WITH  
MOSES ENGINEERS, INC. FOR ENGINEERING SERVICES**

WHEREAS, the Harrison County Emergency Communications Commission was created by the Board of Supervisors under the authority of § 19-5-305 of the Mississippi Code of 1972 Annotated, as amended, and its membership represents all city and county public agencies in Harrison County, and the Harrison County Emergency Communications Commission is governed and empowered according to §§ 19-5-301, et seq. Mississippi Code of 1972 Annotated, as amended; and

WHEREAS, on the 10<sup>th</sup> day of October, 2000, the Harrison County Board of Supervisors, entered into a Contract with Moses Engineers, Inc. whereby Moses Engineers, Inc. agreed to provide consulting engineering services related to the construction of a county-wide 800 MHz trunked radio network; and

WHEREAS, under the terms of the original Agreement, the contract period has expired; and

WHEREAS, the Harrison County Emergency Communications Commission is still in need of professional engineering services to complete the project and to assist the Harrison County Emergency Communications Commission in implementing the new 800 MHz trunked radio network; and

WHEREAS, Moses Engineers, Inc. has offered to amend the existing contract under the terms and conditions set forth in the Amendment to the Contract attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, the Commissioners for the Harrison County Emergency Communications Commission found by Resolution, dated June 23, 2003, copy attached as **Exhibit "B"**, that the engineering services of Moses Engineers, Inc. is needed to complete and implement the new county-wide communications system and found that the terms of the Amendment to the Contract were fair and reasonable and represented the fair market value for the services to be rendered;

**NOW, THEREFORE, BE IT ORDERED** by the Harrison County Board of Supervisors as follows:

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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**SECTION 1**

The Amendment to the Contract with Moscs Engineers, Inc. for engineering services for completing and implementing the county-wide 800 MHz trunked radio network, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, is authorized and approved. The Harrison County Board of Supervisors does hereby authorize and approve the signing of the aforesated contract by the President of the Harrison County Board of Supervisors.

The above and foregoing Order was introduced by Supervisor **WILLIAM MARTIN**, who moved the adoption of same. Said Motion was seconded by Supervisor **LARRY BENEFIELD**. After discussion, the matter was put to a roll call vote. The result was as follows:

Supervisor BOBBY ELEUTERIUS voted	(OUT ON VOTE)
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN LADNER voted	AYE
Supervisor WILLIAM MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote of a majority of the members present, the President of the Harrison County Board of Supervisors declared the motion carried.

**ORDERED** on this the 14th day of July 2003.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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**AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES  
 BETWEEN HARRISON COUNTY BOARD OF SUPERVISORS  
 (HARRISON COUNTY EMERGENCY COMMUNICATIONS COMMISSION)  
 AND MOSES ENGINEERS, INC.**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2003 between the HARRISON COUNTY BOARD OF SUPERVISORS (Harrison County Emergency Communications Commission), hereinafter referred to as the "Owner", and, Moses Engineers, Inc. hereinafter referred to as the "Consultant":

**WITNESSETH:** that;

**WHEREAS**, the Owner and Consultant entered into a contract on the 10<sup>th</sup> day of March, 2000 wherein Consultant was to provide engineering services related to the construction of the County-wide 800 MHz trunked radio system and said contract having now expired; and

**WHEREAS**, the Owner would like to amend said contract and Consultant's services in accordance with the original Agreement, Article 3- Times for Rendering Services and Exhibit C attached thereto; and

**WHEREAS**, the Owner would like to engage the Consultant to continue providing services as outlined below:

**A. Project Completion Services:**

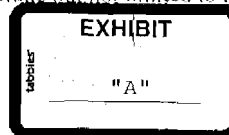
For the services required to complete this project, Consultant agrees to assist with the following:

The Consultant shall administer the equipment procurement and provide monthly communications system installation inspection in connection with the Contractor's Payment Requests. These Payment Requests shall be reviewed, modified (if required), approved and submitted to the Owner by the Consultant within one week of receipt of the request.

The Consultant shall assist the Owner in the development of the user equipment talkgroup assignments, interoperability coordination, user equipment programming parameters and dispatch console feature set.

The Consultant shall witness system(s) testing as defined in the Bid Specifications or as part of the Contract. Prior to witnessing the Final Testing, all sub-systems must be in place and functional

Upon successful completion of the Final Testing, the Consultant shall submit his testing report to the Owner for their approval and insure the delivery of all documentation, as per the Bid Specifications, to include but not limited to the following:



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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- Test Documentation
- Specification Conformance
- Propagation Analysis
- Path Profiles
- Group/Sub-Group Assignments
- Encryption Capabilities
- Technical Service Manuals
- Operational Manuals

Upon notification from the Owner that all systems are acceptable, the Consultant shall prepare for the Contractor's signature a Certificate of Substantial Completion. Included will be a Final Punch List with outstanding items costed.

Additional engineering services beyond those specifically delineated above will be provided as requested in writing from Owner.

Engineering services are on an hourly basis at the rates stated in Attachment "C" to the Agreement dated March 10, 2000. (A copy of which is attached as **Exhibit "1"**). Invoices will itemize personnel, the hours worked and a task description for those hours. The cost for these services shall not exceed \$45,000.00 without the prior written approval of Owner.

**B. Project Continuation Services:**

State-of-the-art public safety radio systems, such as that installed for Harrison County's 911 Commission, typically continue to have radio communications issues that are technical and require outside engineering expertise for resolution. These technologically advanced radio communication systems are flexible and as the user becomes more familiar with its capabilities, they expand functionalities, utilize additional radio feature sets and explore other uses to assist in the performance of their duties.

Consultant shall provide engineering services on an hourly basis, at the rates attached hereto as **Exhibit "2"**, in assisting the Owner in troubleshooting persistent or intermittent problems, adding new features, implementing new user groups, designing system expansions, providing new interoperabilities, repairing components or replacing obsolete/aged equipment. In providing these services, Consultant will work with the existing equipment vendor and provide construction documents for new equipment/services or coordinate efforts with Owner's technical staff. All work performed for Owner under this subsection shall be directed by Owner or Owner's designated representative. Invoices will itemize the personnel, hours worked and a task description for those hours. The total cost for these services shall not exceed \$36,000.00 annually.

Any task or assignment that has the potential to exceed the maximum annual limit will be negotiated on a separate basis as either a lump sum or hourly rate with a separate not-to-exceed amount. These services are for a one year time period. This agreement may be extended by



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Owner on an annual basis for no longer than four one year periods. Each subsequent year granted will be at the option of Owner. Each annual renewal will allow a three (3%) increase in the hourly rates. At any time during this period, Owner can suspend all work assignments and cancel this agreement. Any work performed by Consultant prior to the cancellation would be due and payable within thirty (30) days.

**WHEREAS**, the Consultant agrees that user equipment purchased after April of 2003 by the Owner or any of the municipalities within Harrison County is excluded from the Consultant's compensation.

**NOW THEREFORE**, it is agreed between the parties hereto that professional services relative to the Radio Telecommunications Services for the County-wide 800 MHz Trunked Radio Network is hereby extended through project completion and for one additional year.

**NOW THEREFORE**, all provisions of the aforesaid Contract dated 10<sup>th</sup> day of March, 2000, except as specifically modified by this Amendment, shall remain in full force and effect, with all contract services to be completed by October 31, 2004 unless otherwise amended.

**IN WITNESS WHEREOF** the parties hereto have made and executed this Amendment as of the date above written.

**IN WITNESS WHEREOF:**  
**ATTEST**

**HARRISON COUNTY**  
**BOARD OF SUPERVISORS**

\_\_\_\_\_  
 \_\_\_\_\_

*Vicki S. Montgomery*  
*Darrell F. Lewis*

\_\_\_\_\_  
**MOSES ENGINEERS, INC.**

*Ted H. Moses*  
 \_\_\_\_\_  
**TED H. MOSES, PRESIDENT**

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Harrison County Emergency Communications Commission  
February 11, 2000

**MOSES  
ENGINEERS**

EXHIBIT C

PAYMENTS TO ENGINEERS

Part 1 - Basic Services:

For the Engineer's Basic Services as set forth in Exhibit A, except for services of Engineer's Resident Project Representative and Post-Construction Phase services, if any, will be an amount equal to 5.32% of the actual Construction Cost. After Phase III is completed and a construction contract awarded, the Engineer's fee will be adjusted to the actual Construction Cost inclusive of subsequent positive change orders. Any alternates that were bid but not accepted as part of the Construction Contract will be included in the Engineer's payment for Phases I, II and III but not included for Phase IV.

The Basic Services Fee is conditioned on the Contract Times to complete the Work not exceeding 18 months. Should the Contract Times to complete the Work extend beyond this period due to the increase scope of work as approved by the Owner or due to circumstances beyond the control of the Engineer, the total compensation to the Engineer shall be appropriately adjusted.

Basic Services for each phase is shown below as a percentage of the total project:

Phase I	Survey and Schematic Design	10%
Phase II	Construction Documents	45%
Phase III	Bid Proposal Evaluation, Recommendation and Negotiations	5%
Phase IV	Installation & Implementation	20%
Total Project		100%

Fees for Phases I and III are due upon submission of the appropriate deliverables. Phase II fee is due fifty (50%) percent after submission of the draft Bid Document and the remainder upon submission of the approved final Bid Documents. Phase IV fees are due in accordance with the contractor's percent complete.

Part 2 - Additional Services:

For Additional Services performed, the following Standard Hourly Rates will apply:

Principal	\$125
Project Engineer	\$95
Sr. Telecommunications Engineer	\$85
Sr. Civil/Structural Engineer	\$80
Sr. Mechanical Engineer	\$65
Mechanical Engineer	\$75
Sr. Electrical Engineer	\$80
Electrical Engineer	\$72
Chief Designer	\$58
Designer	\$45
Technical Assistant	\$32



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MOSES  
ENGINEERS

Exhibit C, "Payments to Engineers"  
Harrison County  
Emergency Communications Commission  
February 11, 2000  
Page 2

The above rates include all direct labor, overhead and profit. Representations at public hearings or judicial proceedings are billed at our normal hourly rates times 1.5

Reimbursable Expenses:

Reimbursable expenses would be in addition to the Basic Services amount and would include reproduction expense for Owner's use, long distance telephone, overnight mail, computerized propagation analyses, mileage and meal expense outside a 50 mile radius of the New Orleans area. Travel expenses such as airfare, hotels, rented autos would also be reimbursable with prior written authorization from the Harrison County Emergency Communications Commission Chairman or other authorized representative. All reimbursable expenses will be billed at cost plus 10%.

Consultant Expenses:

Compensation for Engineer's consultants would be provided at cost plus 10%.

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**RESOLUTION RECOMMENDING THAT THE  
HARRISON COUNTY BOARD OF SUPERVISORS  
AUTHORIZE AND APPROVE AMENDMENT TO CONTRACT WITH  
MOSES ENGINEERS, INC. FOR ENGINEERING SERVICES**

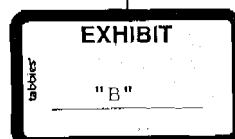
WHEREAS, the Harrison County Emergency Communications Commission was created by the Board of Supervisors under the authority of § 19-5-305 of the Mississippi Code of 1972 Annotated, as amended, and its membership represents all city and county public agencies in Harrison County, and the Harrison County Emergency Communications Commission is governed and empowered according to §§ 19-5-301, et seq. Mississippi Code of 1972 Annotated, as amended; and

WHEREAS, on the 10<sup>th</sup> day of October, 2000, the Harrison County Board of Supervisors, entered into a Contract with Moses Engineers, Inc. whereby Moses Engineers, Inc. agreed to provide consulting engineering services related to the construction of a county-wide 800 MHz trunked radio network; and

WHEREAS, under the terms of the original Agreement, the contract period has expired; and

WHEREAS, the Harrison County Emergency Communications Commission is still in need of professional engineering services to complete the project and to assist the Harrison County Emergency Communications Commission in implementing the new 800 MHz trunked radio network; and

WHEREAS, Moses Engineers, Inc. has offered to amend the existing contract under the terms and conditions set forth in the Amendment to the Contract attached hereto and incorporated herein as Exhibit "A"; and



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**WHEREAS**, the Commissioners for the Harrison County Emergency Communications Commission find that the engineering services of Moses Engineers, Inc. is needed to complete and implement the new county-wide communications system and finds that the terms of the Amendment to the Contract are fair and reasonable and represent the fair market value for the services to be rendered;

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Harrison County Emergency Communications Commission as follows:

**SECTION 1**

The Amendment to the Contract with Moses Engineers, Inc. for engineering services for completing and implementing the county-wide 800 MHz trunked radio network, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, is authorized and approved, subject to and contingent upon approval by the Harrison County Board of Supervisors. The Harrison County Emergency Communications Commission recommends to the Harrison County Board of Supervisors that it authorize, approve and sign the aforesated Amendment to the Contract.

**RESOLVED** on this the 23<sup>rd</sup> day of June, 2003.

The above and foregoing Resolution was introduced by Commissioner PAT SULLIVAN, who moved the adoption of same. Said Motion was seconded by Commissioner STEVE FORD.

Upon being put to vote, the results were as follows:

Chief RICII MARVIL, Pass Christian Fire Department

ABSENT

Chief BRUCE DUNAGAN, Biloxi Police Department

AYE

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Sheriff GEORGE H. PAYNE, JR., Harrison County Sheriff's Dept. <i>PROXY - Walter Pitts</i>	<u>AYE</u>
LINDA ROUSE, Harrison County Civil Defense	<u>AYE</u>
Chief GEORGE MIXON, Harrison County Fire Services	<u>ABSENT</u>
Chief WAYNE PAYNE, Gulfport Police Department <i>PROXY - RANDY BROWN</i>	<u>AYE</u>
Chief PAT SULLIVAN, Gulfport Fire Department	<u>AYE</u>
BOBBY SPAYDE, 1st Judicial District	<u>AYE</u>
JEFF TAYLOR, 2nd Judicial District	<u>AYE</u>
STEVE FORD, County at Large	<u>AYE</u>
STEVE DELAHOUSEY, Emergency Medical Services	<u>ABSENT</u>
HARLEY SHINKER, Long Beach Police Department	<u>ABSENT</u>
GERALD SMITH, D'Iberville Fire Department	<u>AYE</u>
JOHN DUBUISSON, Pass Christian Police Department	<u>AYE</u>
KATHY FICK, Mississippi Highway Patrol	<u>ABSENT</u>
CHIEF GEORGE BASS, Long Beach Fire Department	<u>AYE</u>
CHIEF DAVID ROBERTS, Biloxi Fire Department	<u>AYE</u>
WHEREUPON, Chairman <i>Acting GEORGE BASS</i> <del>STEVE DELAHOUSEY</del> declared the motion carried and the	

resolution adopted on the 23<sup>rd</sup> day of June, 2003.

**HARRISON COUNTY EMERGENCY  
COMMUNICATIONS COMMISSION**

BY: *George Bass*

ATTEST:  
*Robert H. Bass*

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**(CHANCERY CLERK PRESENT HEREAFTER.)**

(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER APPROVING CLAIMS DOCKET FOR SERVICES PROVIDED TO THE HARRISON COUNTY EMERGENCY COMMUNICATIONS COMMISSION AS APPROVED BY THE 911 COMMISSION AT THE JUNE 23, 2003 MEETING, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does *HEREBY APPROVE* claims docket for services provided to the Harrison County Emergency Communications Commission as approved by the 911 Commission at the June 23, 2003, meeting, as listed:

- a) Fullhouse Venture Company, L.P. in the amount of \$1,054.17 for rental of the storage warehouse for the month of June 2003, payable from 097-287-530.
- b) Dukes, Dukes, Keating & Faneca, P.A. in the amount of \$2,606.70 for legal services provided, payable from 097-287-550.
- c) Brown & Mitchell, Inc. in the amount of \$682.50 for engineering services at the Biloxi South Tower site, payable from 097-287-556.
- d) Moses Engineers, Inc. in the amount of \$6,270.00 for services rendered for the county-wide public safety communications system, payable from 097-287-555.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	(OUT ON VOTE)
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

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Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER APPOINTING MELVIN BRISOLARA AS THE BOARD'S REPRESENTATIVE ON  
THE HARRISON COUNTY EMERGENCY COMMUNICATIONS COMMISSION FOR A  
TERM OF FOUR YEARS ENDING JULY 14, 2007**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPOINT Melvin Brisolara as the Board's representative on the Harrison County Emergency Communications Commission for a term of four years ending July 14, 2007.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*



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Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER CONCURRING WITH APPOINTMENTS TO THE HARRISON COUNTY  
EMERGENCY COMMUNICATIONS COMMISSION, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY CONCUR with appointments to the Harrison County Emergency Communications Commission, as listed:

- 1) Steve Delahousey, representing EMS District, for a four year term ending July 14, 2007.
- 2) John Dubuisson, representing the city of Pass Christina, for a three year term ending July 14, 2006.
- 3) George Bass, representing the city of Long Beach, for a three year term ending July 14, 2006.
- 4) Lou Bisonnette, representing the City of D'Iberville, for a three year term ending July 14, 2006.
- 5) Randy Brown, representing the City of Gulfport, for a two year term ending July 14, 2005.
- 6) Jim Borsig, representing the City of Biloxi for a two year term ending July 14, 2005.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

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(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

The Board heard testimonies of Mrs. Hessie F. Fulton and of Mr. David Jackson, opponents to the Planning Commission's decision on case file 0305HC068.

After a full discussion Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF EXHIBIT A - TWO PETITIONS**  
**OPPOSING THE CONDITIONAL USE PERMIT FOR CASE FILE 0305HC068.**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY ACKNOWLEDGE receipt of Exhibit A - two petitions opposing the conditional use permit for case file 0305C068, same being as follows:

EXHIBIT A 1/2

May 2003

I Mary A House would like to appose the Zoning Case file number 0305HC068 which was turned in by Carman Broadus and approved by the Planning Commission on May 19, 2003.

My Address is

Mary A House  
17463 Pine St,  
Saucier, MS 39574

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EXHIBIT A 2/2

May 2003

I Shane LeBlanc would like to appose the Zoning Case file number 0305HC068 which was turned in by Carman Broadus and approved by the Planning Commission on May 19, 2003.

My Address is

18023 & 18011 Pine St.  
Saucier, MS 39574

I have completed a 200,000.00 Overhaul of the corner lot across from this property & I know from my appraisals that Mrs. Broadus Trailer will deflate my property value, which is why I am signing this petition

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Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	(OUT ON VOTE)
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

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The Board heard comments by Rodney Curtis, Carmen Broadus, Toni Anderson and Tom Moore in favor of the Planning Commission's decision on case file 0305HC068.

After full discussion supervisor **BOBBY ELEUTERIUS** moved adoption of the following order:

**ORDER ACKNOWLEDGING RECEIPT OF EXHIBIT B: NINE PETITIONS IN FAVOR OF THE CONDITIONAL USE PERMIT FOR CASE FILE 0305HC068**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY ACKNOWLEDGE receipt of Exhibit B: nine petitions in favor of the conditional use permit for case file 0305HC068, same being as follows:

I, Imma G. Moore, support the Harrison County Zoning Administrations unanimous approval of Conditional Use Permit 0305HC068 on May 15, 2003. I understand this permit approves the request to place a new 32' X 76' manufactured home on Parcel 1 of tax parcel number 0601-25-011.000, now identified as tax parcel # 601.25.011.001, which is located at 26136 Old Hwy 49, Saucier Mississippi. (Corner of Pine St. & Old Hwy 49)

Signature: Imma G. Moore  
 Address: 17548 Pine Street  
Saucier, Ms 39574  
 Phone: 228-313-0434

COMMENTS:

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I, Thomas J. Moore, support the Harrison County Zoning Administrations unanimous approval of Conditional Use Permit 0305HC068 on May 15, 2003. I understand this permit approves the request to place a new 32' X 76' manufactured home on Parcel 1 of tax parcel number 0601-25-011.000, now identified as tax parcel # 601.25.011.001, which is located at 26136 Old Hwy 49, Saucier Mississippi. (Corner of Pine St. & Old Hwy 49)

Signature: Thomas J. Moore  
Address: 18010 Pine Street  
Saucier, Ms. 39574 P.O. Box 883  
Phone: 228-313-0434

COMMENTS:

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I, Bobby Turner, support the Harrison County Zoning Administrations unanimous approval of Conditional Use Permit 0305HC068 on May 15, 2003. I understand this permit approves the request to place a new 32' X 76' manufactured home on Parcel 1 of tax parcel number 0601-25-011 000, now identified as tax parcel # 601.25.011.001, which is located at 26136 Old Hwy 49, Saucier Mississippi (Corner of Pine St. & Old Hwy 49)

Signature: Bobby Turner  
Address: 18360 EARLY WYNN DR.  
SAUCIER, MS. 39574  
Phone: 228-832-3631

COMMENTS:

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I, Greg Copeland, support the Harrison County Zoning Administrations unanimous approval of Conditional Use Permit 0305HC068 on May 15, 2003. I understand this permit approves the request to place a new 32' X 76' manufactured home on Parcel 1 of tax parcel number 0601-25-011.000, now identified as tax parcel # 601.25.011.001, which is located at 26136 Old Hwy 49, Saucier Mississippi. (Corner of Pine St. & Old Hwy 49)

Signature: Greg Copeland  
Address: 18332 Diamond Rd  
Saucier MS 39574  
Phone: 831-3051

COMMENTS



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I, JERRY D. WALTERS, support the Harrison County Zoning Administrations unanimous approval of Conditional Use Permit 0305HC068 on May 15, 2003. I understand this permit approves the request to place a new 32' X 76' manufactured home on Parcel 1 of tax parcel number 0601-25-011.000, now identified as tax parcel # 601.25.011.001, which is located at 26136 Old Hwy 49, Saucier Mississippi. (Corner of Pine St. & Old Hwy 49)

Signature: Jerry D. Walters  
Address: 18287 DIAMOND RD  
SAUCIER MS 39574  
Phone: 539-4229

COMMENTS

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I, J. T. Miller, support the Harrison County Zoning Administrations unanimous approval of Conditional Use Permit 0305HC068 on May 15, 2003. I understand this permit approves the request to place a new 32' X 76' manufactured home on Parcel 1 of tax parcel number 0601-25-011.000, now identified as tax parcel # 601.25.011.001, which is located at 26136 Old Hwy 49, Saucier Mississippi. (Corner of Pine St. & Old Hwy 49)

Signature: J. T. Miller  
Address: 8380 Diamond Rd  
Saucier Ms 39574  
Phone: 228-539-3820

COMMENTS:

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I, Shilona Dye, support the Harrison County Zoning Administrations unanimous approval of Conditional Use Permit 0305HC068 on May 15, 2003. I understand this permit approves the request to place a new 32' X 76' manufactured home on Parcel 1 of tax parcel number 0601-25-011.000, now identified as tax parcel # 601 25.011.001, which is located at 26136 Old Hwy 49, Saucier Mississippi. (Corner of Pine St. & Old Hwy 49)

Signature: Shilona Dye  
Address: 18242 Early Wynnde.  
Saucier MS 39574  
Phone: 228-831-9116

COMMENTS:

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I, Mark W Bryant, support the Harrison County Zoning Administrations unanimous approval of Conditional Use Permit 0305HC068 on May 15, 2003. I understand this permit approves the request to place a new 32' X 76' manufactured home on Parcel 1 of tax parcel number 0601-25-011.000, now identified as tax parcel # 601.25.011.001, which is located at 26136 Old Hwy 49, Saucier Mississippi. (Corner of Pine St. & Old Hwy 49)

Signature: Mark W Bryant  
Address: 26012 OLD HWY 49  
SAUCIER MS 39574  
Phone: 208 539-1362

COMMENTS:

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I, Liz West, support the Harrison County Zoning Administrations unanimous approval of Conditional Use Permit 0305HC068 on May 15, 2003. I understand this permit approves the request to place a new 32' X 76' manufactured home on Parcel 1 of tax parcel number 0601-25-011.000, now identified as tax parcel # 601.25.011.001, which is located at 26136 Old Hwy 49, Saucier Mississippi (Corner of Pine St. & Old Hwy 49)

Signature: Liz West  
Address: 1551 Pine St  
Saucier MS 39574  
Phone: 228-365-7466

COMMENTS:

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Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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ORDINANCE NO. 0305HC068

Supervisor LARRY BENEFIELD moved the adoption of the following order:

**AN ORDER DENYING AN APPEAL OF HESSIE S. FULTON AND CONCURRING WITH THE PLANNING COMMISSION'S DECISION TO APPROVE A CONDITIONAL USE PERMIT FOR A NEW MANUFACTURED HOME ON PARCEL ONE (1) AND A TEMPORARY USE PERMIT FOR PARCEL TWO (2) FOR USE BY MRS. BROADUS'S SISTER, MARIA NICHOLS, DUE TO HARDSHIP, UNTIL JULY 14, 2005, SAID PERMIT TO BE RENEWED EVERY SIX MONTHS.**

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located east of and adjacent to Old Highway and north of Pine Street, should be permitted a Conditional Use Permit for a new manufactured home on parcel one (1) and a Temporary Use Permit for parcel two (2) for use by Mrs. Broadus' sister, Maria Nichols, due to hardship, until July 14, 2005, said permit to be renewed every six (6) months. The ad valorem tax parcel number of the subject property is 0601-25-011.000. The case file number is 0305HC068.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of Harrison County Zoning Ordinance of the County of Harrison, adopted the 28th day of August, 2000, as amended, be and the same is hereby amended to provide that the following described property **be permitted a Conditional Use Permit for a new manufactured home on parcel one (1) and a Temporary Use Permit for parcel two (2) for use by Mrs. Broadus' sister, Maria Nichols, due to hardship, until July 14, 2005, said permit to be renewed every six (6) months.**

DESCRIPTION:

1.5 AC BEG 139.3 FT W OF SE COR OF NE 1/4 OF SE 1/4 N 358 FT W 123.15 FT TO W R/W OLD HWY 49 S ALONG HWY 572 FT E 120 FT N 214 FT TO POB TN NE 1/4 OF SE 1/4 & IN SE 1/4 OF SE 1/4 SEC 25-4-12

The ad valorem Tax Parcel Number is 0601-25-011.000.

See attached site location map.

SECTION 2. For good cause being shown and the interest and welfare of Harrison County, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and enrolled as provided by law.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor WILLIAM W. MARTIN seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS	<u>AYE</u>
Supervisor LARRY BENEFIELD	<u>AYE</u>
Supervisor MARLIN LADNER	<u>AYE</u>
Supervisor WILLIAM MARTIN	<u>AYE</u>
Supervisor CONNIE ROCKCO	( <u>ABSENT &amp; EXCUSED</u> )

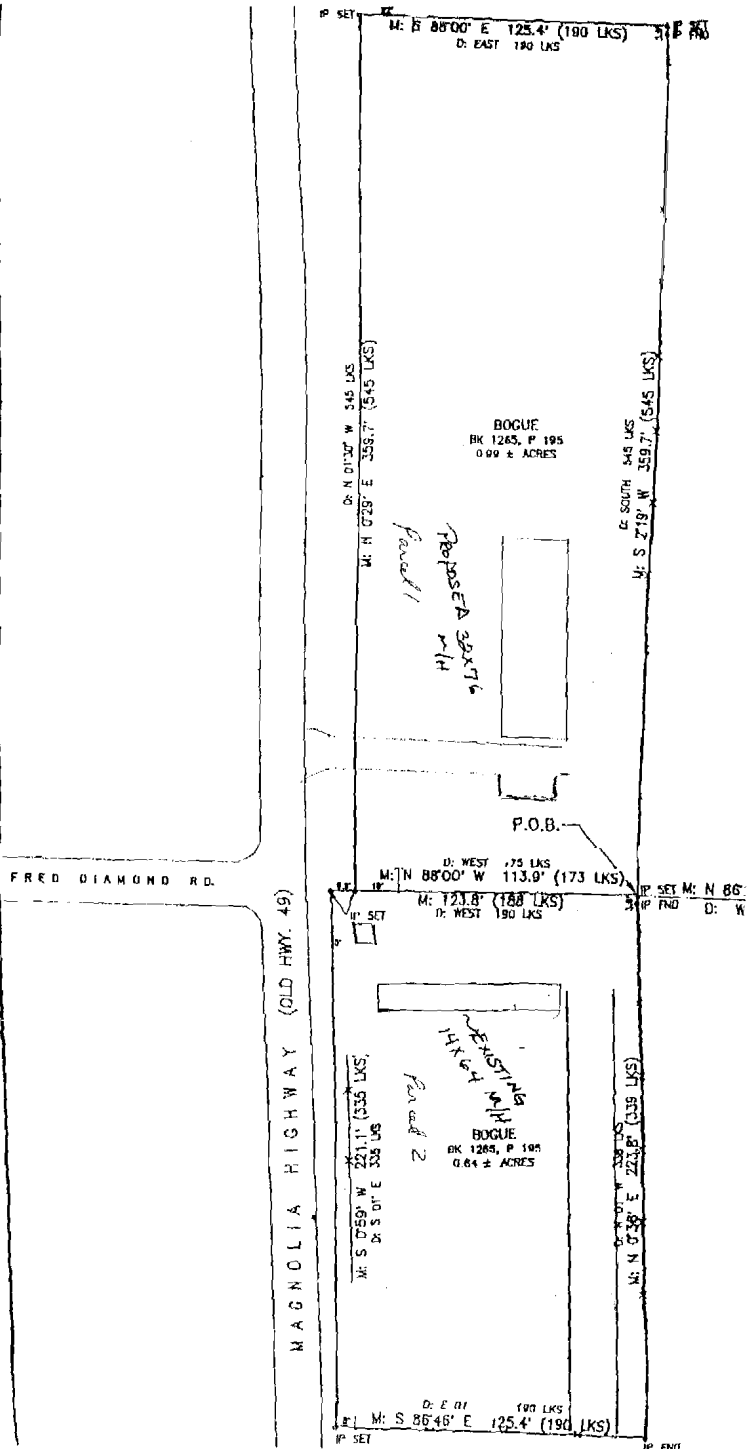
The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 14th day of July, 2003.



# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### JULY 2003 TERM



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER ADJUDICATING OVERTIME IN THE ROAD DEPARTMENT, PER LIST ON  
FILE WITH THE CLERK OF THE BOARD AND APPROVING BUDGET  
AMENDMENTS THEREFOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY ADJUDICATE overtime in the Road Department, per list on file with the Clerk of the Board; and the Board does HEREBY APPROVE budget amendments therefor.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER ADJUDICATING THE BURIAL OF TWO FARM ANIMALS IN SUPERVISOR'S  
VOTING DISTRICT THREE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, THAT THE Board does HEREBY ADJUDICATE the burial of two farm animals in Supervisor's Voting District Three, the Veterinary certificates being on file with the Clerk of the Board.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

**MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER ACCEPTING RESIGNATIONS AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that the Board does HEREBY ACCEPT the resignation of Rachel Jones, Justice Court, Clerk, effective July 15, 2003.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

- |                                    |                    |
|------------------------------------|--------------------|
| Supervisor BOBBY ELEUTERIUS voted  | AYE                |
| Supervisor LARRY BENEFIELD voted   | AYE                |
| Supervisor MARLIN R. LADNER voted  | AYE                |
| Supervisor WILLIAM W. MARTIN voted | AYE                |
| Supervisor CONNIE M. ROCKCO voted  | (ABSENT & EXCUSED) |

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER CONCURRING WITH COUNTY ADMINISTRATOR ON REPLACEMENTS AND  
 CHANGES, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY CONCUR with the County Administrator on the following replacements and changes:

Jonathan Self, Fire Services, Firefighter, regular part time at a rate of \$9.98 per hour, effective July 8, 2003.

Eric Dedeaux, Fire Services, Firefighter, regular part time a rate of \$9.98 per hour, effective July 7, 2003.

Brandon Bates, Mosquito Control, Mosquito Sprayer, status change from temporary full time to regular full time, no change in salary, effective July 1, 2003, replacing Dennis Ulrich who was making \$1,026.59 bimonthly.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

**MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER CONCURRING WITH DISTRICT ATTORNEY'S OFFICE ON  
REPLACEMENTS AND CHANGES, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY CONCUR with the District Attorney's Office on replacements and changes, as listed:

Darinda Parker, District Attorney's Office, Clerk (WCD), salary increase going from \$903.94 bimonthly to \$958.34 bimonthly, effective August 1, 2003.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER APPROVING PAYMENT OF ACCIDENT RELATED CLAIMS TO BE  
PAID FROM THE TORT ACCOUNT, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of accident related claims to be paid from the Tort Account, as listed:

- 1.) Check in the amount of \$3,224.15 payable to Lillian D. Labat for damage to vehicle, as recommended by Walt Warren with Associated Adjusters, Inc.
- 2.) Check made payable to Associated Adjusters, Inc. for services rendered in the amount of \$88.20 on claimant V. Paciera, et al. Final Bill.
- 3.) Check made payable to Associated Adjusters, Inc. for services rendered in the amount of \$81.65 on claimant Walter Teague. Final Bill

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER SPREADING ON THE MINUTES THE LIST OF EMERGENCY  
PURCHASE ORDERS ISSUED BY THE PURCHASING DEPARTMENT FOR THE  
MONTH OF JUNE 2003, AND AUTHORIZING THE NECESSARY BUDGET  
AMENDMENTS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SPREAD ON THE MINUTES the following list of emergency purchase orders issued by the Purchasing Department for the month of June 2003:

LOW QUOTES APPROVED BY THE PURCHASING DEPARTMENT  
FOR THE PERIOD OF JUNE 1, 2003 THROUGH JUNE 30, 2003

DEPARTMENT	DATE	VENDOR	AMOUNT	DESCRIPTION
BRIDGE FUNDS	6/02/03	TONY PARNELL CONSTRUCTION CO.	\$14,000.00	FURNISH EQUIPMENT, MATERIAL AND THE LABOR NEEDED FOR ABUTMENT REPAIRS TO SA24-130 AT THE LOBOUY ROAD BRIDGE
BRIDGE FUNDS	6/04/03	B E B ENTERPRISES, INCORPORATED	\$14,900.00	FURNISH LABOR AND EQUIPMENT NEEDED FOR CONCRETE FOOTINGS AT SA24-36 ON BELL CREEK ROAD
CORRECTIONS	6/04/03	THE MERCHANTS COMPANY	\$ 2,660.80	MISC. PERISHABLE FOODS FOR THE JAIL
CORRECTIONS	6/04/03	THE MERCHANTS COMPANY	\$ 1,790.90	NON PERISHABLE FOODS FOR THE JAIL
ROAD DEPARTMENT	6/05/03	COWART PLUMBING	\$ 5,695.00	FURNISH EQUIPMENT AND LABOR NEEDED FOR A LIFT STATION AT WOOLMARKET W/C
FUND FUNDS	6/06/03	PILGRIM TRUCKING & EXCAVATION	\$14,960.00	FURNISH EQUIPMENT AND LABOR NEEDED FOR GRADING AND SHIFTING FILL AT THE JACK & FLORENCE GOLDIN REC. COMPLEX
SAND BEACH	6/09/03	BAILIEY LUMBER COMPANY	\$ 3,582.84	TREATED LUMBER FOR BOARD WALKS REPAIRS AND BEACH SIGN PROJECTS
RECORDS MANAGEMENT	6/12/03	ADVANCED BUSINESS SYSTEMS	\$ 3,000.00	SOK SOFTWARE DEVELOPMENT KIT FOR LEGATO'S APPLICATIONS EXTENDER
BOND FUNDS	6/12/03	PILGRIM TRUCKING	\$14,450.00	EQUIPMENT RENTED FOR PROJECT AT THE JACK & FLORENCE GOLDIN REC. COMPLEX
BRIDGE FUNDS	6/13/03	WARREN, INCORPORATED	\$ 6,439.00	PARTS AND LABOR NEEDED TO ASSEMBLE AND INSTALL A 12' BODY ON THE CAB AND CHASSIS ORDERED FOR THE BRIDGE DEPT.
ROAD DEPARTMENT	6/23/03	PUCKETT MACHINERY COMPANY	\$ 8,856.12	REPLACEMENT ENGINE NEEDED FOR THE CATERPILLAR MODEL 924F END LOADER
ROAD DEPARTMENT	6/23/03	DOLEAC ELECTRIC COMPANY	\$ 2,566.00	FURNISH EQUIPMENT AND LABOR NEEDED TO INSTALL CONDUIT, WIRE SERVICE POLE, HARDWARE AND CAUTION LIGHTS AT THE YANKEETOWN ROAD AND OLD HWY 49 SITE
SHERIFF	6/24/03	MAXWELL'S PUBLIC SAFETY SUPPLY	\$ 2,670.00	P.A.C.A. CORRECTION PROTECTIVE VESTS
CORRECTIONS	6/24/03	THE MERCHANTS COMPANY	\$ 2,147.40	MISC. PERISHABLE FOODS FOR THE JAIL



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BRIDGE FUNDS	6/25/03	BAILEY LUMBER COMPANY	\$ 2,991.00	TREATED LUMBER NEEDED FOR VARIOUS BRIDGE REPAIR PROJECTS
CORRECTIONS	6/26/03	THE MERCHANTS COMPANY	\$ 1,817.36	MISC. PERISHABLE FOODS FOR THE JAIL
CORRECTIONS	6/26/03	MISS. BEVERAGE SYSTEMS	\$ 2,280.00	ASSORTED BEVERAGES AND JUICES
BRIDGE FUNDS	6/27/03	BAILEY LUMBER COMPANY	\$ 2,587.20	TREATED LUMBER NEEDED FOR VARIOUS BRIDGE REPAIR PROJECTS
O D P G 3 GRANT	6/27/03	LAB SAFETY SUPPLY, INC.	\$ 3,199.98	BIO-HAZARD MATERIAL HANDLING GLOVES

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IT IS FURTHER ORDERED that the board does HEREBY AUTHORIZE the necessary budget amendments.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER SPREADING ON THE MINUTES THE LIST OF LOW QUOTES**  
**APPROVED BY THE PURCHASING DEPARTMENT FOR THE MONTH OF**  
**JUNE 2003**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SPREAD ON THE MINUTES the list of low quotes approved by the Purchasing Department for the month of June 2003:

EMERGENCY PURCHASE ORDERS ISSUED BY THE PURCHASING DEPARTMENT  
FOR THE MONTH OF JUNE 2003

DATE	DEPARTMENT	VENDOR	AMOUNT	DESCRIPTION
06/09/03	SKATE PARK	BALL HEATING & AIR CONDITIONING	\$1,067.00	AFTER HOURS SERVICE CALL AND REPAIRS TO THE A/C SYSTEMS FOR THE HOCKEY TOURNAMENT
06/10/03	PARK COMMISSION	ROBINSON SECURITY	\$ 600.00	AFTER HOURS SERVICE CALL AND PARTS AND LABOR NEEDED TO REPLACE (3) SECURITY CAMERAS AT THE SAUCIER BALL FIELDS
06/17/03	HUMAN RESOURCES	DANNY MILLER PLUMBING, INC.	\$ 525.00	EMERGENCY SERVICE NEEDED TO CLEAN THE GREASE TRAP AT THE THE LYMAN SENIOR CENTER
6/24/03	BLDG. & GROUNDS	WILLIAMS-TRANE SERVICE CO.	\$4,750.00	EMERGENCY SERVICE NEEDED TO RESTORE THE A/C AT THE SECOND JUDICIAL DISTRICT COURTHOUSE
6/27/03	SHERIFF	ASSOCIATED FOOD EQUIPMENT	\$ 500.00	EMERGENCY REPAIRS NEEDED TO CORRECT COOLING PROBLEMS IN A HOBART REFRIGERATOR IN THE JAIL'S KITCHEN

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*Section III continued*

(17) Does the rural area served by this department have defined legal boundaries confined in a *Legal Fire District* or a *Grading District for Rating purposes only*?  Yes  No.

(18.) Number of rural households served 1,200 ‡ (20.) Rural population served 15,000 ‡  
(Number of persons)

(19.) List by category the number of fire responses made in the last twelve months to this rural coverage area.  
a. 9 Structural b. 18 Vehicular c. 20 Grass or Woods d. 34 Other

(20.) Are fire department personnel: (check one)  Paid  Volunteer  Combination

(23.) Number of Fire Fighters 20

(21.) If this fire truck will replace an existing fire truck, what is the age and condition of the fire truck being replaced?  
Model Year n/a Condition n/a Tank Capacity n/a Pump Capacity n/a

(22.) How many emergency responses would this new fire truck have made if it had been in service this year? 120 ‡

*Section IV*  
*Applicants Agreement*

I understand that the fire truck being purchased under this grant program is primarily used for fire protection in the rural, unincorporated areas of this county. If this fire truck does not comply with the standards set forth in the NFPA 1900 Standards (*Most recent Code*) for fire apparatus, including required equipment, the monies requested in this grant application will not be issued. To the best of my knowledge and belief, all data contained in this application is true and correct, and its submission has been duly authorized by the governing body. I certify that all requirements of this grant program are being followed and that any request for information pertaining to the purchase and utilization of the truck will be complied with in a timely and accurate manner.

(Signature of County Board President)

N/A

(Signature of Mayor if Municipality is applicant)

*John E. M...*  
(Signature of Fire Chief)

*George M. Mison*  
(Signature of County Fire Coordinator)

George M. Mison - Fire Marshal

President of the Board of Supervisors  
Marlin R. Ladner

Mayor of Municipality (if applicable)

(Name of Fire Department)

N. Woolmarket/District #1 Fire Department

Harrison

(County)

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Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER REQUESTING THE BOARD PRESIDENT TO SUBMIT A LETTER TO  
THE MISSISSIPPI STATE BUREAU AMENDING THE CUEVAS FIRE  
PROTECTION DISTRICT BY EXCLUDING THE HARRISON COUNTY/LONG  
BEACH INDUSTRIAL PARK FROM THE LEGAL DESCRIPTION OF SAID  
DISTRICT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY REQUEST the Board President to submit a letter to the Mississippi State Bureau amending the Cuevas Fire Protection District by excluding the Harrison County/Long Beach Industrial Park from the legal description of said District.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT AND SPREADING ON THE MINUTES  
 APPROVAL BY FEMA OF GRANT AWARD TO THE WEST HARRISON  
 VOLUNTEER FIRE DEPARTMENT IN THE AMOUNT OF \$111,700.00**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE RECEIPT AND SPREAD ON THE MINUTES approval by FEMA of grant award to the West Harrison Volunteer Fire Department in the amount of \$111,700.00, same being as follows:



**HARRISON COUNTY FIRE SERVICE**

20121 W. WORTHAM ROAD  
 SAUCIER, MS 39574  
 228-832-0638 : FAX 228-831-3358



July 10, 2003

**To:** Mrs. Pamela J. Ulrich – Administrator  
**From:** George M. Mixon – Fire Marshal  
**Re:** FEMA Assistance to Volunteer Fire Departments

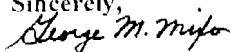
Dear Mrs. Ulrich,

I have received information that the FEMA Assistance to the West Harrison Volunteer Fire Department has been approved.

I am requesting that the 10% matching of funds in the amount of \$11,170.00 be taken from 106-250-902 and transferred to 106-250-777 and a check be issued to the West Harrison Volunteer Fire Department. The Federal share of the assistance will be \$100,530.00.

Please see copy of the application for more information. The equipment that the West Harrison Volunteer's will be getting will be given to the Board of Supervisors of Harrison County. The equipment that West Harrison is up grading will be used to equip the volunteer fire department in other districts of Harrison County. This way more than just one department will improve their protection to the citizens of Harrison County.

Thank you for your help in this matter.

Sincerely,  
  
 George M. Mixon – Fire Marshal,  
 Harrison County, Mississippi

Copy: Dr. Marlin R. Ladner – President – Board of Supervisors

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**2003 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM**  
**PROGRAM GUIDANCE**

The purpose of the program is to award one-year grants directly to fire departments of a State to enhance their abilities with respect to fire and fire-related hazards. This program seeks to support departments that lack the tools and resources necessary to protect the health and safety of the public and their firefighting personnel with respect to fire and fire related hazards. Our primary goal is to provide assistance to meet fire departments' firefighting needs.

The authority of this program is derived from the Federal Fire Protection and Control Act of 1974 (15 U.S.C. §§ 2201 et seq.), as amended. In fiscal year 2002, Congress appropriated a total of \$360,000,000 to carry out the activities of this Assistance to Firefighters Grant Program. At the time of this publication, the Final Rule for the program was under review by the Office of Management and Budget. Also at this time, the program does not have an appropriation but there are indications that the program will be appropriated \$750,000,000 and we will have until September 30, 2004, to obligate those funds. As soon as possible after the appropriation is affirmed, we will issue a Notice of Funds Availability in the Federal Register that will provide the official description of this program.

\* Eligible applicants for the Assistance to Firefighters Grant Program are limited to fire departments of a State. A "fire department of a State" is defined as an agency or organization that has a formally recognized arrangement with a State, local or tribal authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a fixed geographical area. A municipality or fire district may submit an application on behalf of a fire department when the fire department lacks the legal status to do so, e.g., where the fire department falls within the auspices of the municipality or district. When a municipality or fire district submits an application on behalf of a fire department, the fire department is precluded from submitting an additional application on its own.

A fire department can apply for assistance for its emergency medical services unit provided the unit falls organizationally under the auspices of the fire department. Non-Federal airport and/or port authority fire departments are eligible, but only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression, on a first-due basis, outside the confines of the airport or port facilities. Airport or port authority fire departments whose sole responsibility is suppression of fires on the airport grounds or port facilities are not eligible for this grant program. Each eligible applicant is limited to one application per program year.

Fire departments, which are Federal, or contracted by the Federal government and who are solely responsible under their formally recognized arrangement for suppression of fires on Federal installations, are not eligible for this grant program. Fire stations that



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---

**George Mixon**

---

**From:** "Grim, Marilyn" <Marilynn.Grim@dhs.gov>  
**To:** <fs1gmm@co.harrison.ms.us>  
**Sent:** Tuesday, July 08, 2003 6:05 PM  
**Subject:** FEMA ASSISTANCE TO FIREFIGHTERS APPLICATION EMW-2003-FG-05366 - WEST HARRISON VOLUNTEER FIRE DEPARTMENT, MISSISSIPPI

Kenith Davidson, Chief Glenn Sellier,

I am the Grants Management Specialist from the Federal Emergency Management Agency (FEMA) Grants Office, assigned to review your FY 2003 grant application. This email message is not a notification of award, it is only a preliminary discussion of your application. A panel of your peers favorably reviewed your application and I have a few matters to discuss/verify with you prior to further processing of your application:

1. If you are selected for an award, would you accept?
2. If you are selected for a grant award, can your department meet the required cost-share? How are you planning to meet the required cost-share?
3. If you are selected for an award, do you understand that the funds can only cover expenses for one year and that you have to spend the funding within one year of your grant award date?
4. If you are selected, do you understand that your department will be required to report to National Fire Incident Reporting System (NFIRS) for at least the period of the grant? If you need assistance reporting to NFIRS you may call the support center toll free number 1-888-382-3827.
5. Did you have any pre-award costs including the use of a grant writer? If Yes, what do the costs cover, how much was spent, and when?
6. Do you have any changes to your point of contacts, phone numbers, email addresses, or banking information listed in your application?

New email address:

Please log on to <<https://portal.fema.gov>> using the same user id and password and click on the Assistance to Firefighters Grant. Click on Edit Profile, which is located at the top left. Update your email information and click save. Then you will need to go back to the fire grants application by clicking on the Firefighters Grant link in the menu on the left hand side in order for the change to take affect in the application section. You will receive the notification that your email address has been updated.

Changes in the Banking Information:

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---

**George Mixon**

**From:** <usfagrants@fema.gov>  
**To:** <fs1gmm@co.harrison.ms.us>  
**Sent:** Wednesday, July 09, 2003 4:18 AM  
**Subject:** Direct Deposit form 1199A. (Application Number: EMW-2003-FG-05366)

FEMA is collecting documentation to complete and authenticate your Assistance to Firefighters grant application. This documentation is necessary for further review of your application. Please go to <https://portal.fema.gov> and select the Firefighters Grants hyperlink. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen (on the left). Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, you will see a link that says Update 1199A. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line. Submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed and mailed to the following address:

FEMA  
 Attn: Assistance to Firefighters Grant Program  
 Grants Management Branch  
 Room 336  
 500 C Street S.W.  
 Washington, D. C. 20472.

Due to delays in delivery of regular USPS mail to government offices, we suggest that you use USPS priority mail or a commercial overnight delivery service to decrease the amount of time that elapses between our request for information and your response. If you have any questions regarding your SF-1199A, please call 1-866-274-0960.

\$ 11,170.00 COUNTY SHARE

\$ 100,530.00 FEDERAL SHARE

\$ 111,700.00 TOTAL COST

106-250-902 HAS \$50,000.00

CHANGE \$11,170.00 FROM 902

TO 106-250-777 FOR WEST HARRISON  
 FIRE FIGHTERS GRANT

7/9/03

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Please note 1199A needs to be submitted electronically and the original needs to be mailed to FEMA.

If you are selected for an award all grantees must follow their Fire Departments written purchasing requirements, and if there are no written requirements they must follow the governments requirements of at least two bids. Again, this is not a notification of award; it is only a discussion of your application. Once I complete my review, and receive your favorable reply to this message, I will forward your application on to the next phase. If your department is selected you will be notified by e-mail through our on-line grants system. In that email, you will be directed to a website to print the award forms and other pertinent information.

Sincerely,

Marilynn Grim  
Grants Management Specialist  
Federal Emergency Management Agency/DHS  
Phone: (202) 646-3459  
Fax: (202) 646-4156

Email: [marilynn.grim@dhs.gov](mailto:marilynn.grim@dhs.gov) <<mailto:marilynn.grim@dhs.gov>>

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**Entire Application**

**Applicant Information**

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Submitted on 07-APR-2003 by Keith Davidson  
Based on information you have provided, your department serves a Rural community.

**Contact Information:**

Day Phone: 228-225-9549  
Evening Phone:  
Call Phone:  
Email: fs1gmm@co.harrison.ms.us

**Application number is 05366**

· Fire Department Name	West Harrison Volunteer Fire Department
· Type of Fire Department	Volunteer Fire Company
If other, please enter the type of Fire Department	
· <u>Employer Identification Number</u>	
Physical Address	
· Headquarters' Physical Address 1	10071 Vidalia Road
Headquarters' Physical Address 2	
· City	Pass Christian
· State	Mississippi
· Zip	39571 - 0071
Mailing Address is the same as the Physical Address	
· Mailing Address 1	10071 Vidalia Road
Mailing Address 2	
· City	Pass Christian
· State	Mississippi
· Zip	39571 - 0071
Account Information	
· Type of bank account	Checking
· Bank routing number - 9 digit number on the bottom left hand corner of your check	
· Your account number	
Additional Information	
This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?	No
This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?	No
· Is the applicant <u>delinquent on any federal debt</u> ?	No
If yes, type explanation in space provided below	

**Contact Information**

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Alternate Contact Information Number 1

• Title	Fire Chief
Salutation	Mr.
• First Name	Glenn
Middle Initial	
• Last Name	Sellier
• Day Phone	228-255-5787 Ext.
• Evening Phone	228-255-9549 Ext.
Cell Phone	228-850-1744
Fax	228-831-3358
Email	fs1gmm@co.harrison.ms.us

Alternate Contact Information Number 2

• Title	Fire Coordinator
Salutation	Mr
• First Name	George
Middle Initial	
• Last Name	Mixon
• Day Phone	228-831-3358 Ext.
• Evening Phone	228-255-9222 Ext.
Cell Phone	228-867-3469
Fax	228-831-3358
Email	fs1gmm@co.harrison.ms.us

Department Characteristics (I)

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Application number is 05366

• Are you a member of a <u>Fire Department</u> or authorized representative of a fire department?	Yes
• Are you a member of Federal Fire Department or contracted by the Federal government and solely responsible for suppression of fires on Federal property?	No
• What kind of Department do you represent?	All volunteer
If you answered combination, above, what is the percentage of career firefighters in your department?	%
• What is the square mileage of your primary response area?	65
• What percentage of your response area is protected by hydrants?	5 %
• How much of your jurisdiction is zoned for agriculture?	20 %
• How much of your jurisdiction is zoned for commercial or industrial?	30 %
• How many structures in your jurisdiction are more than four stories tall?	0
• What is the permanent resident population of your <u>primary/first-response area or jurisdiction served?</u>	5736

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• How many active firefighters are in the operations/EMS division of your department? 24

• How many stations are in your department? 1

• Do you currently report to the National Fire Incident Reporting System (NFIRS)? Yes

If you answered yes, above, please enter your FDIN? 24004

• What services does your department provide?

Structural Fire Suppression		
Basic Life Support		
Hazmat Technical Level	Hazmat Specialist Level	Hazmat Operational Level
Rescue Technical Level		Rescue Operational Level

**Department Characteristics (II)**

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Application number is 05366

• What is the total number of fire related fatalities in your jurisdiction over the last three years? 0

• What is the total number of fire related firefighter injuries in your jurisdiction over the last three years? 0

• In an average year, how many times does your department receive mutual/automatic aid? 12

• In an average year, how many times does your department provide mutual/automatic aid? 7

• What was your department's estimated average operating budget over the last three years? 43000

• What percentage of your annual operating budget is dedicated to personnel costs (salary, overtime and fringe benefits)? 0 %

• What percentage of your annual operating budget is derived from:

Taxes?	10 %
Grants?	0 %
Donations?	20 %
Fund drives?	70 %

• How many vehicles does your department have in each of the categories below? Enter numbers only and enter 0 if you don't have any of the vehicles below

	First Line	Reserve
a. Engines (or pumpers):	1	0
b. Aerial Apparatus:	0	0
c. Tankers:	1	0
d. Rescue Vehicles:	0	0
e. Brush/Quick attack	0	0
f. Other:	1	0

Provide in the space below the following information only if you are applying for a firefighting vehicle: List all your vehicles by type (for example, engines/pumpers, brush, rescue, etc.). Then provide the year each was manufactured. If the department has more than two of any type, provide the total number of vehicles in that category and the years the oldest and the newest were manufactured.

**Department Call Volume**

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\* How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter zero.

Structure Fires	8
Vehicle Fires	16
Vegetation Fires	31
EMS	137
Rescue	3
Hazardous Condition/Materials Calls	6
Service Calls	18
Good Intent Calls/False Alarms	24
Other Calls and Incidents	11

### Request Information

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\* 1. Select the program for which you are applying. Remember, you can apply for only one program this year. Within a program you may apply for as many activities as are required.

*If you modify your selection, you will lose data entered under the original activity.*

Program Name
Fire Operations and Firefighter Safety

\* 2. Will this grant benefit more than one department?

Yes

\* 3. If you answered Yes to Question 2 above, please specify how? (You can only enter 4000 characters)

We do a County wide hazardous Material Response

### Request Details

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Activity	Number of Entries	Total Cost	Additional Funding
FireFighting Equipment	2	\$ 13,700	\$ 0
Modify Facilities	0	\$ 0	\$ 0
Personal Protective Equipment	4	\$ 98,000	\$ 0
Wellness and Fitness Programs	0	\$ 0	\$ 0
Training	0	\$ 0	\$ 0

#### FireFighting Equipment

##### Firefighting Details

1. What firefighting equipment will your department purchase with this grant?

Other (explain)  
**[Trailer for Hauling Equipment  
and compressor]**

2. Number of units

1

3. Cost per unit

\$5500

4. Generally the equipment purchased under this grant program (select one):

Is necessary for basic firefighting capabilities, but has never been owned by this department

If you selected "replacing equipment" (from question 4) above, please specify the age of equipment in years

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5. Generally, the equipment purchased under this grant program (select one)  
 Will bring the department into statutory compliance, specifically: NFPA 1500 & 1720
6. Is this piece of equipment primarily: Other safety equipment
7. Will this grant be used primarily for Rapid Intervention Teams (RIT)? No

**Firefighting Equipment**

Firefighting Details

1. What firefighting equipment will your department purchase with this grant? Cascade Systems, Fillstations, etc.
2. Number of units 1
3. Cost per unit \$8200
4. Generally the equipment purchased under this grant program (select one):  
 Is necessary for basic firefighting capabilities, but has never been owned by this department  
 If you selected "replacing equipment" (from question 4) above, please specify the age of equipment in years
5. Generally, the equipment purchased under this grant program (select one)  
 Will bring the department into statutory compliance, specifically: NFPA 1500 & 1720
6. Is this piece of equipment primarily: Other safety equipment
7. Will this grant be used primarily for Rapid Intervention Teams (RIT)? No

**Personal Protective Equipment**

Personal Protective Equipment Details

- \*1. Select the PPE that you propose to acquire Spare Cylinders--60 minutes
- If you selected other above, please specify
- \*2. Number of units 4
- \*3. Cost per unit 900
- \*4. What percentage of your "on-duty" active firefighters has personal protective equipment that meets current NFPA and OSHA standards? 0 %
- \*5. What percentage of your "on-duty" active firefighters will have personal protective equipment that meets current NFPA and OSHA standards if the grant is awarded? 100 %
- \*6. What is the purpose of this request? to buy equipment for the first time
- If you selected "to replace old/obsolete equipment" (from question 6) above, please specify the age of equipment in years
- \*7. If purchasing a PASS device, what type of pass devices will you be purchasing? Not applicable
- \*8. Is this PPE: For use in Haz-mat incidents

**Personal Protective Equipment**

Personal Protective Equipment Details

- \*1. Select the PPE that you propose to acquire Spare Cylinders--30 minutes



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If you selected other above, please specify

- |   |                                     |
|---|-------------------------------------|
| *2. Number of units   | 20                                  |
| *3. Cost per unit   | 800                                 |
| *4. What percentage of your "on-duty" active firefighters has personal protective equipment that meets current NFPA and OSHA standards?                               | 0 %                                 |
| *5. What percentage of your "on_duty" active firefighters will have personal protective equipment that meets current NFPA and OSHA standards if the grant is awarded? | 100 %                               |
| *6. What is the purpose of this request?  | to buy equipment for the first time |

If you selected "to replace old/obsolete equipment" (from question 6) above, please specify the age of equipment in years

- |  |                              |
|--|------------------------------|
| *7. If purchasing a PASS device, what type of pass devices will you be purchasing? | Not applicable               |
| *8. Is this PPE :  | For use in Haz-mat incidents |

**Personal Protective Equipment**

*Personal Protective Equipment Details*

- |   |                                     |
|---|-------------------------------------|
| *1. Select the PPE that you propose to acquire  | SCBA--60 minutes                    |
| If you selected other above, please specify   |                                     |
| *2. Number of units   | 4                                   |
| *3. Cost per unit   | 3600                                |
| *4. What percentage of your "on-duty" active firefighters has personal protective equipment that meets current NFPA and OSHA standards?                               | 0 %                                 |
| *5. What percentage of your "on_duty" active firefighters will have personal protective equipment that meets current NFPA and OSHA standards if the grant is awarded? | 100 %                               |
| *6. What is the purpose of this request?  | to buy equipment for the first time |

If you selected "to replace old/obsolete equipment" (from question 6) above, please specify the age of equipment in years

- |  |                              |
|--|------------------------------|
| *7. If purchasing a PASS device, what type of pass devices will you be purchasing? | Integrated/Automatic PASS    |
| *8. Is this PPE :  | For use in Haz-mat incidents |

**Personal Protective Equipment**

*Personal Protective Equipment Details*

- |  |                  |
|--|------------------|
| *1. Select the PPE that you propose to acquire | SCBA--30 minutes |
| If you selected other above, please specify    |                  |
| *2. Number of units                            | 20               |
| *3. Cost per unit                              | 3200             |

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- \*4. What percentage of your "on-duty" active firefighters has personal protective equipment that meets current NFPA and OSHA standards? 0 %
  - \*5. What percentage of your "on\_duty" active firefighters will have personal protective equipment that meets current NFPA and OSHA standards if the grant is awarded? 100 %
  - \*6. What is the purpose of this request? to buy equipment for the first time
- If you selected "to replace old/obsolete equipment" (from question 6) above, please specify the age of equipment in years
- \*7. If purchasing a PASS device, what type of pass devices will you be purchasing? Integrated/Automatic PASS
  - \*8. Is this PPE : For use in Haz-mat incidents

**Total Budget**

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Application number is 05366

Budget Object Class

a. Personnel	\$ 0
b. Fringe Benefits	\$ 0
c. Travel	\$ 0
d. Equipment	\$ 111,700
e. Supplies	\$ 0
f. Contractual	\$ 0
g. Construction	\$ 0
h. Other	\$ 0
i. Indirect Charges	\$ 0

Indirect Cost Details

Agency Indirect Cost Agreement with

Indirect Cost Rate %

Agreement Summary

Federal and Applicant Share

Federal Share	\$ 100,530
Applicant Share	\$ 11,170
Federal Rate Sharing (%)	90/10

Non-Federal Resources (The combined Non-Federal Resources must equal the Applicant Share of \$ 11,170)

a. Applicant	\$ 11,170
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources, Please identify the source of your cost share, i.e., fund reserves, savings, fund-raisers, donations, etc.

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Total Budget

\$ 111,700

**Narrative Statement**

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Project Description

Please provide your narrative statement in the space provided below:

*Grant Request Proposal*

*History, Mission, and Communities Served*

Formed in 1968 to protect the residences and businesses from fires, the mission of West Harrison Fire Department has changed dramatically over the years. Today, the organization is the closest source of emergency services for several growing residential communities in West Harrison County. Its primary coverage area extends approximately 65 square miles. With the nearest hospital 24 miles from the Heart of the response area, the Department's Fire Protection, Hazardous Material Team and Emergency Medical Services are vital to the health and safety of the communities it serves.

However, the explosive growth of the west Harrison area has thrust an additional, expanded mission upon the staff. As part of the County's Emergency Response system West Harrison is regularly directed to emergencies in other areas, particularly Saucier, Lizana, Crystal Springs, Boloxi & Pass Christian.

*Growing Emergency Call Volumes*

The expanded role has caused the Departments emergency call volumes to Skyrocket. In its first years, the fire department answered 40-50 calls annually. In the year 2002 our total call volume has increased to over 230 calls.

The types of call have changed dramatically. West Harrison is now the community's lifeline for all emergencies. Although it initiated Medical Response services with first responders capabilities in 1978, and added Basic Emergency Medical Technicians in 1980. In 2002 Medical Emergencies was 65% of Fire Department's call volume. The next largest area of growth in calls has been due to Hazardous Material Exposure & fires along Interstate 10. In 2002 we responded to 6 actual calls with leaking products & 55 fires. We have 8 technicians currently and we are trying to training others.

The upward trend continues. In the first 3 months of 2003, West Harrison responded to 20 calls, 10 calls were medical emergencies of which 6 required Advanced Life Support transport. The remaining calls were Fires, Motor Vehicle Accidents, and Hazardous Material Calls. The Growing volume of Fire calls is causing longer response times, and is requiring the extended use of our current air packs. All the packs we have are not equipped with Pass devices. The newest packs we have are 14 years old and in need of replacement.

*Membership and Major Assets*

West Harrison has 24 active members, 9 Basic EMT'S, and 11 First Responders, and 8 Haz. Mat. Tech's. All members are ready to respond at a moments notice. Reliable air packs, spare cylinders and a means for filling them have become our agencies problem.

We would also like to purchase a trailer to mount the compressor and cascade system in so it could become a mobile air trailer available to all departments in the county.

The organization's major physical assets from a 43,000 budget include:

1 modern Fire Stations with one in the plans for next 7 years.  
 1-Pumper, 1-Tanker, 1- Salvage/rescue unit

The Capital outlay budget has been dedicated to purchasing additional trucks. Our air pack problem began when the call volume for Hazardous Materials Spills and Fires began increasing & we became the primary response. This caused the Fire Department to be left with a problem of not having adequate equipment and no funding source to overcome it. Now we can only respond and hope we do not have any problems. With homeland security becoming a greater issue our area could be called upon to assist Boloxi should something occur there with the 65,000 tourist. We will only be able to patch our existing equipment for a short time longer.

*Needs Assessment – Self Contained Breathing Apparatus*

West Harrison is the "first-responder" emergency service for several communities, schools commercial shopping areas, and main Highways in West Harrison County. It is also back-up for other volunteer and government—operated locations. The dramatic growth of West Harrison County and Growing number of emergency calls threatens our ability to respond quickly to each emergency. The lack of good equipment for use with law enforcement and our surrounding departments, which are

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depending on us makes our response critical and more stressful on our members. This situation is a threat in several ways.

1.) When the emergency is Medical in nature both our unit and American Medical Ambulance Service are dispatched. Both must respond due to the geographical lay out of our county and the location of the ambulances in the County. The average response time to our area for an ambulance is 20 minutes.

In the past our First Response units have arrived on scene in an average of 4-6 minutes. Now due to the call volumes we have experienced delays in our response times of 4-6 additional minutes. With Emergencies every minute could mean the difference between life and death for the patient. We arrive and prepare the patient for transport. The ambulance service has also experienced some delays due them standing by with us for the Haz. Mat. Emergency.

2.) Our local mutual aid is often not available due to being tied up on another emergency. Every call in our area gets a full response from our Department due to this recurring problem. This is something we are dedicated to do although the problems we are facing have been hard on morale. It is really frustrating to fight the system to get the needed air packs must less supply them for the mutual aid departments. They do not have a means of filling their own cylinders either.

3.) Often our response takes us to rural areas where there is not good support from mutual aid response. Having good air packs is imperative to a quick and safe rescue for the people we are there to save.

4.) In addition to being frustrating for us it is time consuming for the firefighters since the packs are badly worn and requires much repeated maintenance. Callers have often complained to the dispatchers on second and third calls about the delays caused by our air pack problems on a scene.

The crisis goes on beyond the Department's boundaries. Decreased volunteer response from our mutual aid departments has also effected our response time for providing help to others in remote areas. All concerned areas have suffered from our reduced ability to respond with dependable equipment. A new fleet of air packs & spare cylinders are needed to eliminate the problem.

#### Self Contained Breathing Apparatus

After careful research into how West Harrison Fire/Rescue can solve this problem, we have developed a project to purchase 2003 compliant air packs and low profile light weight spare cylinders. Our department has never owned any 2003 compliant air packs. The proposed packs will significantly improve the departments ability to handle our emergencies and respond to assist in all types of emergencies for mutual aid departments. The total cost to purchase and distribute the equipment is \$98,000

The proposed Packs will consist of 20 - 2216 PSI light weight air packs with integrated pass devices, mask mounted regulators, buddy breather & Radio Interface. The spare cylinders will be lightweight low profile to meet the 2003 standard. The other proposed Packs will consist of 4- 4500 PSI light-weight air packs with integrated pass devices, mask mounted regulators, buddy breather & Radio Interface. The spare cylinders will be lightweight low profile to meet the 2003 standard. These packs will be used specifically for Hazardous Material Entry and made available to any department in the county by means of the trailer.

#### Evaluation - Cost Effectiveness

The NFPA compliant Self Contained Breathing Apparatus will dramatically improve West Harrison's ability to communicate while on an emergency scene and have dependable equipment to assist mutual aid departments, and law enforcement agencies in the county. Therefore reducing response times allowing for quicker attack with dependable equipment, for better fire ground communications. This will greatly enhance our fire fighting & Hazardous Material Mitigation ability while on an emergency scene.

The SCBA's will improve the departments ability to handle multiple and simultaneous emergency calls. If during one emergency another call is received, the new packs will allow us to respond with additional units without having to rob dependable units of another unit. The SCBA'S will completely relieve the need for mutual aid departments just to insure we have enough working packs to handle the emergency & prevent the loss of life.

#### Needs Assessment Breathing Air System

West Harrison fire/rescue is the "first-responder" emergency service for several communities, schools commercial shopping areas, and main Highways in Western Harrison County. It is also back-up for other volunteer and government -operated locations. The dramatic growth of Western Harrison County and Growing number of long duration emergency calls threatens West Harrison's ability to have adequate air supply for handling our emergency. The lack of a compressor & cascade system for our train facility & department puts our volunteers in bad situations causing additional physical demands on our existing air supply. This situation is a threat in several ways.

1.) With the frequency of our emergencies both our unit and mutual aid departments are dispatched. Both must respond due to the geographical lay out of our county and the locations of some of our stations in the district. The average response time to our area for another departments is 10-15 minutes.

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In the past our response units have arrived on scene in an average of 4-6 minutes. Now due to the call volume problems we have experienced delays in our response times of 4-6 additional minutes. With all emergencies every minute could mean the difference between life and death for the patient. We arrive and do what ever is needed to provide for our victims, which for that moment are experiencing a seeming endless delay due to a lack of enough stations & equipment in our parish.

2.) Our mutual aid departments are often not available due to being tied up on another emergency. Every call in our area gets a full response from our district due to this recurring problem. This is something we are dedicated to do although in most cases a single dwelling fire there is not enough full air cylinders on any one truck to properly handle the emergency. The fitness problems as well as this problem we are facing have been hard on morale. It is really frustrating to fight to keep the needed trained volunteers must less try to recruit other new volunteers with these type of problems. The majority of our budget goes to pay for water line improvements, updating our fleet, and building a new training center. It will be several years before we could afford to by a breathing air center.

3.) Often our response takes us to rural areas where there is not easy access for other departments leaving us to handle things for long periods of time. Having full cylinders & volunteers which are able to conserve air on long scenes without relief is becoming harder and harder. Since heart attacks in the fire service are so prevalent we are trying to put something in place to reduce our chance of having a volunteer collapse from loss of air while helping someone else.

4.) In addition to the air shortages on the scene we will be experiencing the same problem at our new training center which will be open to all the fire districts in the parish. If a department comes here to train and has to return home with empty bottles there could be a loss of life due to the lack of full cylinders in there area.

The crisis goes on beyond West Harrison's boundaries. Our mutual aid departments do not have the capability to refill their own cylinders either. Having a compressor centrally located will help to eliminate the problem.

The total cost of all the projects will be \$111,700. However, the amount requested with this grant proposal is \$100,530. In addition to the requesting grant from FEMA the department has reserved \$11,170 for our 10% Match in our budget for these projects.

If you received a grant award in the 2002 process, does your current request relate to your 2002 award? No

If you answered yes, above, which of the following apply?

This request enhances the 2002 award  
 This request continues the 2002 award  
 This request completes the 2002 award

**Assurances and Certifications**

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Application number is 05366

FEMA Form 20-16A

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You must read and sign these assurances by providing your password and checking the box at the bottom of this page.

Note: Fields marked with an \* are required.

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

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2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

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14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

**FEMA Form 20-16C**

You must read and sign these assurances by providing your password and checking the box at the bottom of this page.

Note: Fields marked with an \* are required.

**Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons into a grant or cooperative agreement over \$100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal Grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

Standard Form LLL Disclosure of Lobbying Activities Attached (This form must be attached to certification if non-appropriated funds are to be used to influence activities.)

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

**2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)**

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As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3 Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17 Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantees policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e. regional office or FEMA office.

(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or



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Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING A \$11,170.00 LINE ITEM TRANSFER FROM  
106-250-902 TO 106-250-777 TO PROVIDE TEN PERCENT MATCHING  
FUND FOR WEST HARRISON VFD GRANT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE a \$11,170.00 line item transfer from 106-250-902 to 106-250-777 to provide ten percent matching fund for West Harrison VFD Grant.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER APPROVING TEN PERCENT MATCHING FUNDS FOR THE FEMA  
ASSISTANCE GRANT PROGRAM IN THE AMOUNT OF \$11,170.00**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE ten percent matching funds for the FEMA Assistance Grant program in the amount of \$11,170.00.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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The Sheriff's representative reported that 1,016 persons are currently in the Harrison County Jail facilities. He also thanked Major Melvin Brisolara for his 27 years of dedicated work with the Sheriff's Department.

\* \* \*

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(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER APPROVING THE EMPLOYMENT OF DUKES, DUKES, KEATING AND FANECA TO REPRESENT SHERIFF GEORGE H. PAYNE, JR., IN THE MATTER OF WILLIAM D. ANDERSON V. HARRISON COUNTY, ET AL.**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Dukes, Dukes, Keating and Faneca to represent Sheriff George H. Payne, Jr., in the matter of *William D. Anderson v. Harrison County, et al.*

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	(OUT ON VOTE)
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING REIMBURSEMENT TO THE STATE OF MISSISSIPPI,  
DEPARTMENT OF PUBLIC SAFETY, MS LEADERSHIP COUNCIL ON AGING,  
IN THE AMOUNT OF \$57.21 FOR UNSPENT AMOUNT OF TRIAD GRANT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE reimbursement to the State of Mississippi, Department of Public Safety, Mississippi Leadership Council on Aging, in the amount of \$57.21 for unspent amount of TRIAD Grant.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	(OUT ON VOTE)
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING CLAIMS DOCKET, PER STATUTE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI,

that the Board does HEREBY APPROVE the following claims docket, per statute:

FUND	DESCRIPTION	BEGINNING CLAIM	ENDING CLAIM
001	GENERAL COUNTY FUND	8432	8433
027	LOCAL LAW ENFORCEMENT BLOCK GRANT	37	37
030	FEDERAL GRANT	222	222
061	R S V P FEDERAL	513	513
096	REAPPRAISAL FUND	86	86
097	EMERGENCY 911 FUND	232	232
106	VOLUNTEER FIRE	432	432
108	WORTHLESS CHECK DIVISION	19	19
125	STATE TRIAD GRANT	109	109
150	ROAD FUND	2387	2387
156	ROAD PROTECTION FUND	522	522
160	BRIDGE & CULVERT FUND	230	230

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	(OUT ON VOTE)
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The Motion having received the affirmative vote from the majority of the supervisors present, the President then declared the motion carried and the Order adopted.

THIS, the 14<sup>th</sup> day of July 2003.

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(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER APPROVING PAYMENT OF CLAIMS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of the following claims:

\$3,636.74 to Dukes, Dukes, Keating & Faneca for legal services rendered on HARCO Sheriff's Dept. administrative files, as listed:

Invoice 13617, \$2,746.74, HCSA Administrative Matters

Invoice 13645, \$890.00, HCSA Civil Service Matters.

\$858.60 to architect Keleal S. Hassin, Jr., reimbursement for printing of plans & specifications for Phase IV renovations to Harrison County Courthouse, Gulfport, payable from 109 151 902.

\$4,680.00 to Boquet Construction, labor and materials for work on Gulf Coast Community Action Agency Building in Gulfport, recommended for payment by F. Walker & Associates and payable from 001 151 901.

\$585.51 to John V. Woodfield, collection of delinquent taxes for month of May 2003.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	(OUT ON VOTE)
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER AUTHORIZING REDEMPTIONS FOR ERRONEOUS TAX  
SALES, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE redemptions for the following tax sales:

JOHN McADAMS - FIRST JUDICIAL DISTRICT

\$247.66, Parcel 0810E-02-103.000, 100% HE exempt

\$2912.73, Parcel 05110-03-039.000, 100% HE exempt

\$531.68, Parcel 0610H-01-001.000, adjusted assessment

\$459.99, Parcel 0610H-01-001.000, remove improvements

\$1581.73, Parcel 0213J-02-020.000, remove improvements

\$3158.27, Parcel 0701-31-012.001, belongs to MDOT

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	(OUT ON VOTE)
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF MINUTES AND EXPENDITURES OF THE HARRISON COUNTY DEVELOPMENT COMMISSION FOR THE MAY 27, 2003 MEETING, RECEIVED BY AND ON FILE WITH THE CLERK OF THE BOARD/COUNTY AUDITOR PER SEC. 59-9-27(2), MISS. CODE OF 1972**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of Minutes and Expenditures of the Harrison County Development Commission for the May 27, 2003 meeting, received by and on file with the Clerk of the Board/County Auditor per Sec. 59-9-27(2), Miss. Code of 1972.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

- Supervisor **BOBBY ELEUTERIUS** voted (OUT ON VOTE)
- Supervisor **LARRY BENEFIELD** voted AYE
- Supervisor **MARLIN R. LADNER** voted AYE
- Supervisor **WILLIAM W. MARTIN** voted AYE
- Supervisor **CONNIE M. ROCKCO** voted (ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER APPROVING \$17,584.63 PAYMENT TO DUKES, DUKES,  
 KEATING & FANCA FOR TORT LITIGATION BILLING, AS  
 LISTED, PAYABLE FROM THE TORT ACCOUNT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE \$17,584.63 payment to Dukes, Dukes, Keating & Faneca for tort litigation billing, as listed, payable from the tort account:

Inv. #13618, \$2,935.66, Bailey v. Payne, et al.  
 Inv. #13619, \$100.80, Rivers v. Payne, et al.  
 Inv. #13621, \$863.52, Watford & Lewis v. Payne, et al.  
 Inv. #13622, \$141.20, Jackson v. Payne, et al.  
 Inv. #13623, \$176.04, Owens v. Price, et al.  
 Inv. #13627, \$211.60, Turner v. Payne, et al.  
 Inv. #13628, \$2,250.92, Graves v. HCSD  
 Inv. #13629, \$101.60, Clark v. Payne, et al.  
 Inv. #13630, \$101.20, Hilton v. Sheriff's Dept., et al.  
 Inv. #13632, \$180.80, Ron Bullock notice of claim  
 Inv. #13633, \$153.30, McGowen v. Maj. Riley  
 Inv. #13634, \$4,122.32, Mullins v. Hayden, et al.  
 Inv. #13635, \$104.50, Coffey v. Payne  
 Inv. #13636, \$101.20, Knight v. HCSD  
 Inv. #13638, \$100.30, Hebert v. Riley, et al. (Notice of Claim)  
 Inv. #13639, \$50.30, Hancock v. Riley, et al. (Notice of Claim)  
 Inv. #13640, \$50.20, Necaie v. Riley, et al. (Notice of Claim)  
 Inv. #13641, \$3,460.46, Reid v. Riley, et al.  
 Inv. #13642, \$707.15, Jerry & Mary Smith Notice of Claim  
 Inv. #13643, \$180.00, Denise Sailors Notice of Claim  
 Inv. #13644, \$1,491.56, Bryan O'Neal Patterson Notice of Claim

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	(OUT ON VOTE)
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

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The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER AUTHORIZING CAPITAL EXPENSE PURCHASE OF ONE  
LEXMARK T630 LASER PRINTER, PER LOW QUOTE FROM  
ENTRE COMPUTER CENTER OF \$775.00, FOR CHANCERY  
COURT REPORTER JILL EADES, PAYABLE FROM 001 173 919,  
AND AUTHORIZING BUDGET AMENDMENT THEREFOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE capital expense purchase of one Lexmark T630 Laser Printer, per low quote from Entre Computer Center of \$775.00, for Chancery Court Reporter Jill Eades, payable from 001 173 919; and the board does HEREBY AUTHORIZE budget amendment for said purchase.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	(OUT ON VOTE)
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER APPROVING PURCHASE OF ONE IMPORTED BELGIAN  
MALINOIS DUAL-PURPOSE CANINE FROM US K9 UNLIMITED,  
INC. IN THE AMOUNT OF \$6,500.00 PAYABLE FROM  
029-215-922. (TOTAL COST \$12,500.00 WITH TRADE-IN OF  
NARCOTIC DETECTION DOG BEING \$6,000.00)**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE purchase of one imported Belgian Malinois dual-purpose canine from US K9 Unlimited, Inc. in the amount of \$6,500.00 payable from 029-215-922, total cost being \$12,500.00 with trade in of narcotic detection dog being \$6,000.00.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER AUTHORIZING THE INVENTORY CLERK TO REMOVE  
CANINE USED BY NARCOTICS FROM THE SHERIFF'S  
INVENTORY LIST**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the Inventory Clerk to remove canine used by Narcotics from the Sheriff's inventory list.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING THE REQUEST OF THE GULF COAST  
COMMUNITY FOUNDATION FOR FUNDING IN THE AMOUNT OF  
\$10,000.00 TO ADVERTISE COUNTY RESOURCES AT THE  
MISSISSIPPI 4TH ANNUAL VETERANS PARADE PAYABLE FROM  
001-675-522**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the request of the Gulf Coast Community Foundation for funding in the amount of \$10,000.00 to advertise County resources at the Mississippi 4th Annual Veterans Parade payable from 001-675-522.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

**MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER REQUESTING MISSISSIPPI DEVELOPMENT AUTHORITY TO APPROVE BUDGET MODIFICATION NO. 3 TO THE 1999 CDBG GRANT 99-024-ED-IF01, LONG BEACH INDUSTRIAL PARK IMPROVEMENTS, INCREASING ENGINEERING FEES BY \$8,696.50 FOR A TOTAL OF \$56,596.50, AND DECREASING THE CONTINGENCY FEE TO \$15,992.50, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME AS RECOMMENDED BY JIMMY G. COURAS OF URBAN PLANNING CONSULTANTS, INC.**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY REQUEST Mississippi Development Authority to approve budget modification No. 3 to the 1999 CDBG Grant 99-024-ED-IF01, Long Beach Industrial Park Improvements, increasing engineering fees by \$8,696.50 for a total of \$56,596.50, and decreasing the contingency fee to \$15,992.50, as recommended by Jimmy G. Gouras of Urban Planning Consultants, Inc., and the Board does HEREBY AUTHORIZE the Board President to execute the following Modification Signature Sheet:

MISSISSIPPI DEVELOPMENT AUTHORITY MODIFICATION SIGNATURE SHEET			
DIVISION OF COMMUNITY SERVICES POST OFFICE BOX 24628 JACKSON, MISSISSIPPI 39225-4628			
1. Recipient's Name, Address, and Telephone No.  Harrison County Board of Supervisors P.O. Drawer CC Gulfport, MS 39502-0860  228-865-4116		2. Effective Date: June 25, 2003	
		3. Contract Number: 99-024-ED-IF01	Grant Number: 1116
		4. Modification Number: 3	
		5. Grant Identifier: (Funding Source & Year) CDBG 1999	
		6. Beginning and Ending Date March 17, 2000 - August 1, 2003	
		7. Page 1 of 3	
8. As a result of this modification, funds obligated are changed as follows:			
<u>CDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>	
FROM: Contingency	FROM: NA	FROM: NA	
TO: Engineering	TO: INCREASE:	TO: INCREASE:	
INCREASE: \$8,696.50	INCREASE:	INCREASE:	
DECREASE: -\$8,696.50	DECREASE:	DECREASE:	
9. The above recipient is hereby modified as follows:  The purpose of this budget modification is to increase Engineering by \$8,696.50 making the total \$56,596.50 for Engineering. This will leave \$15,992.50 for Contingencies.			
10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.			
12. Approved for Agency:  Signature _____ Date _____  Name: Deborah Franklin  Title: Bureau Manager		13. Approved for Recipient:  Signature _____ Date <u>7/14/03</u>  Name: Martin Lerner  Title: President	





**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
 BUDGET**

Applicant: Harrison County  
 Funding Yr: 1999 Grant Year: 1999 Contract: 1116-99-024-ED-IF01

Description	MDA	IDIS		Other Funding Sources		
Administration			CDBG			Total
General Administration			31,500			31,500
Application Prep			3,500			3,500
Audit						
<b>Subtotal (A)</b>			<b>35,000</b>			<b>35,000</b>

Description	MDA	IDIS		Other Funding Sources		
Economic Development			CDBG	Development Commission	Puget Plastics	TOTAL
Access Road			218,940.00			218,940.00
Water Improvements			34,900.00			34,900.00
Sewer Improvements			24,770.00			24,770.00
Drainage Improvements			24,000.00			24,000.00
Engineering			56,596.50			56,596.50
Contingencies			15,992.50			15,992.50
Land Donation				350,000.00		350,000.00
Equipment					750,000.00	750,000.00
<b>Subtotal (B)</b>			<b>375,199.00</b>	<b>350,000.00</b>	<b>750,000.00</b>	<b>1,475,199.00</b>
<b>Grand Total (A + B)</b>			<b>410,199.00</b>	<b>350,000.00</b>	<b>750,000.00</b>	<b>1,510,199.00</b>

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**MODIFICATION NO. 1**

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
 BETWEEN THE  
 HARRISON COUNTY BOARD OF SUPERVISORS  
 AND  
 KNESAL ENGINEERING SERVICES, INC.  
 FOR

**LONG BEACH INDUSTRIAL PARK CDBG IMPROVEMENTS PROJECT**

Project No. 99-024-ED-IF01

\*\*\*\*\*

THIS MODIFICATION NO. 1, made and entered into this \_\_\_\_ of \_\_\_\_ 2003, modifies the AGREEMENT executed October 2, 2000 by and between the HARRISON COUNTY BOARD OF SUPERVISORS, herein referred to as the OWNER and KNESAL ENGINEERING SERVICES, INC. of Gulfport, Mississippi, hereinafter referred to as the ENGINEER.

THIS MODIFICATION revises the Agreement as follows:

1. Adjust the Bidding Phase, Construction Phase, and field Resident Project Representative (inspector) costs to reflect rate changes from the expected dates of performance to the actual dates in 2003.
2. Adjust the number of hours required for the Resident Project Representative (inspector), based on the actual expected construction time, whereas the original budget was based on an assumed construction period.
3. Increase the geotechnical services to include the cost of construction testing (Quality Assurance), whereas the original amount was based on only the cost of the soil borings and report.
4. Increase the Topo Surveying costs to reflect topo and pre-construction layout points in addition to the originally contemplated work.

Basic Services, Preliminary Phase through Construction Phase

<u>Phases per Exhibit A of the Original Contract:</u>	<u>Original Fee for This Phase</u>	<u>Revision</u>	<u>New Amount</u>
Preliminary Design	\$8,854	No Change	\$8,854
Final design	\$11,200	No Change	\$11,200
Bidding or Negotiating	\$1,100	\$100.00	\$1,200
Construction	<del>\$3,700</del>	<del>\$400.00</del>	<del>\$4,100</del>
Basic Services Subtotal	\$24,854	\$500.00	\$25,354

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
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TOWNSHIP OF HARRISON COUNTY, MISSISSIPPI      HARRISON COUNTY, MISSISSIPPI      JULY 2003 TERM

<u>Additional Services Estimated Costs</u>	<u>Original Fee for This Phase</u>	<u>Revision</u>	<u>New Amounts</u>
Topo Surveying	\$6,000	\$242.50	\$6,242.50
Resident Project Representative services	\$14,400.00	\$6,600.00	\$21,000.00
Easement surveying and descriptions	Assumed none	No Change	\$0.00
Geotechnical	\$2,300.00	\$1,700.00	\$4,000.00
Additional Services Estimate Subtotal	<u>\$22,700.00</u>	<u>\$8,542.50</u>	<u>\$31,242.50</u>
<b>TOTAL CONTRACT</b>	<b>\$47,554.00</b>	<b>\$9,042.50</b>	<b>\$56,596.50</b>

IN WITNESS WHEREOF, the parties hereto have made and executed this Modification to the AGREEMENT as of the date first above written.

OWNER: _____	ENGINEER: _____ <i>William F. Knesal, Jr.</i>
BY: _____	BY: William F. Knesal, Jr.
TITLE: _____	TITLE: President
Date Signed: _____	Date Signed: 6/25/03

END OF MODIFICATION NO. 1

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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM**

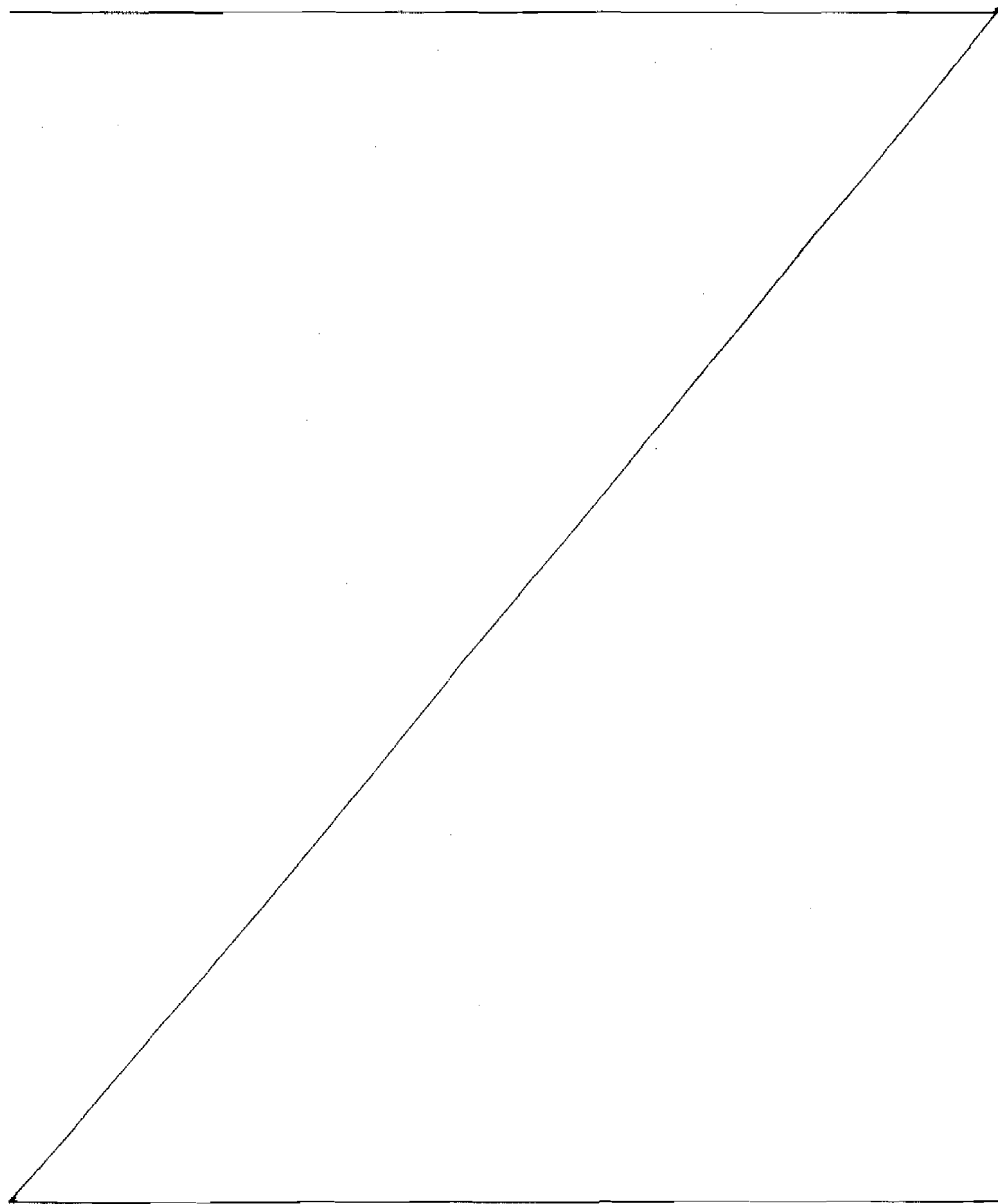
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(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

Supervisor **WILLIAM W. MARTIN** moved adoption of the following Order:

**ORDER ACKNOWLEDGING RECEIPT OF AND APPROVING PETITIONS FOR  
CHANGES TO THE 2002 REAL AND PERSONAL PROPERTY ROLL, AS  
RECOMMENDED BY THE TAX ASSESSOR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of and does HEREBY APPROVE the following petitions for changes to the 2002 Real and Personal Property Roll, as recommended by the Tax Assessor:



LOCAL AREA'S WIA REQUEST FOR CASH  
PROGRAM YEAR 2002  
LOCAL AREA # 6

NAME AND ADDRESS: HARRISON COUNTY BOARD OF SUPERVISORS POST OFFICE DRAWER CC GULFPORT, MS 39502  TELEPHONE: (228) 865-4118 / (228) 897-1881		12	DATE OF CASH NEED 7/15/2003	CURRENT CASH ON HAND \$1,500.00
		FOR MDA USE ONLY:		
		VENDOR # _____ FUNDS AVAILABLE _____ PERIOD AND AMT. OF LAST COST: _____ LAST REQ. # _____  APPROVAL: _____		

(A)	(B)	(C)	(D)	(E)	(F)
FUNDING STREAM	AVAILABLE FUNDS	CASH REQUESTED TO DATE	THIS REQUEST	TOTAL REQUESTED TO DATE (COL. C+D)	FUNDS REMAINING (COLUMN B-C-D)
ADMINISTRATION <small>(includes Dist. Worker)</small>	357,393.30	23,000.00	19,200.00	42,200.00	315,193.30
ADULT	1,191,653.40	521,079.00	149,000.00	670,079.00	521,604.40
YOUTH	1,060,188.10	717,700.00	95,800.00	814,500.00	265,688.10
DISLOCATED WORKERS	944,568.20	408,357.00	119,500.00	527,857.00	416,711.20
INCENTIVE		0.00		0.00	0.00
WINNOVATION		0.00		0.00	0.00
RAPID RESPONSE		0.00		0.00	0.00
<b>TOTAL FOR PY</b>	<b>3,572,933.00</b>	<b>1,670,136.00</b>	<b>364,600.00</b>	<b>2,054,736.00</b>	<b>1,519,167.00</b>

I HEREBY CERTIFY THAT (a) The services covered by this request have not been received from the Federal Government, or expended for such services under any other contract agreement or grant; (b) the amount(s) requested will be expended for allowable cost/expenditures under the terms of the contract agreement or grant; (c) amounts requested herein do not exceed the total funds obligated by contract; and (d) funds are requested for only immediate disbursement needs.

<i>Leslie Ladner</i> Signature of Authorized Official	7/2/2003 Date Signed	L. LADNER Prepared By
LESLIE LADNER, VICE PRESIDENT OF FINANCE Typed Name and Title of Authorized Official	7/2/2003 Date Prepared	(228) 897-1881 Telephone # of Preparer

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**LOCAL AREA'S WIA REQUEST FOR CASH**  
**PROGRAM YEAR 2002**  
**LOCAL AREA # 6**

NAME AND ADDRESS HARRISON COUNTY BOARD OF SUPERVISORS POST OFFICE DRAWER CC GULFPORT MS 39502  TELEPHONE (228) 965-4116 / (228) 897-1881	13	DATE OF CASH NEED 7/28/2003	CURRENT CASH ON HAND \$1,500.00
FOR MDA USE ONLY:			
VENDOR #: _____			
FUNDS AVAILABLE _____			
PERIOD AND AMT. OF LAST COST _____			
LAST REQ #: _____			
APPROVAL: _____			

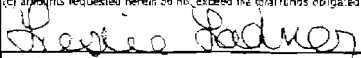
(A) FUNDING STREAM	(B) AVAILABLE FUNDS	(C) CASH REQUESTED TO DATE	(D) THIS REQUEST	(E) TOTAL REQUESTED TO DATE (COL. C+D)	(F) FUNDS REMAINING (COLUMN B-C-D)
ADMINISTRATION <small>(Includes Dist. Worker)</small>	357,393.30	42,200.00	15,700.00	57,900.00	299,493.30
ADULT	1,191,683.40	870,079.00	121,800.00	731,679.00	399,804.40
YOUTH	1,060,688.10	814,500.00	79,100.00	893,600.00	196,588.10
DISLOCATED WORKERS	944,668.20	527,957.00	87,800.00	625,757.00	318,911.20
INCENTIVE		0.00		0.00	0.00
WINNOVATION		0.00		0.00	0.00
RAPID RESPONSE		0.00		0.00	0.00
<b>TOTAL FOR PY</b>	<b>3,573,933.00</b>	<b>2,054,736.00</b>	<b>314,400.00</b>	<b>2,369,136.00</b>	<b>1,204,797.00</b>

I HEREBY CERTIFY THAT: (a) The services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount(s) requested will be expended for allowable cost/expenditures under the terms of the contract agreement or grant; (c) amount(s) requested herein do not exceed the total funds obligated by contract; and (d) funds are requested for only immediate disbursement needs.

_____ Signature of Authorized Official	7/2/2003 Date Signed	L. LADNER Prepared By
LESLIE LADNER, VICE PRESIDENT OF FINANCE Typed Name and Title of Authorized Official	7/2/2003 Date Prepared	(228) 897-1881 Telephone # of Preparer



LOCAL AREA'S WIA REQUEST FOR CASH  
PROGRAM YEAR 2001  
LOCAL AREA # 6

NAME AND ADDRESS: HARRISON COUNTY BOARD OF SUPERVISORS POST OFFICE DRAWER CC GULFPORT, MS 39532		REQUEST # 32	DATE OF CASH NEED 07/15/03	CURRENT CASH ON HAND \$1,500.00	
TELEPHONE (228) 855-4116 / (228) 897-1881		FOR MDA USE ONLY: VENDOR # _____ FUNDS AVAILABLE _____ PERIOD AND AMT. OF LAST COST: _____ LAST REQ # _____			
APPROVAL:					
(A)	(B)	(C)	(D)	(E)	(F)
FUNDING STREAM	AVAILABLE FUNDS	CASH REQUESTED TO DATE	THIS REQUEST	TOTAL REQUESTED TO DATE (COL. C+D)	FUNDS REMAINING (COLUMN B-C-D)
ADMINISTRATION (includes Dist. Worker WIN Admin.)	551,424.72	551,424.72		551,424.72	0.00
ADULT	1,750,896.90	1,750,896.90		1,750,896.90	0.00
YOUTH	1,358,505.00	1,358,505.00		1,358,505.00	0.00
DISLOCATED WORKERS	1,737,854.10	1,737,854.10		1,737,854.10	0.00
DISLOCATED WORKERS WIN	1,078,201.28	1,078,182.00	19.28	1,078,201.28	0.00
INCENTIVE		0.00		0.00	0.00
INNOVATION	774,329.00	522,100.00	13,700.00	535,800.00	238,529.00
RAPID RESPONSE	100,000.00	29,260.00	5,500.00	34,760.00	65,240.00
TOTAL FOR PY	7,351,211.00	7,028,222.72	19,219.28	7,047,442.00	303,768.00
<p>HEREBY CERTIFY THAT (a) The services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amounts requested will be expended for allowable contract expenditures under the terms of the contract agreement or grant; (c) amounts requested herein do not exceed the total funds obligated by contract, and (d) funds are requested for only immediate disbursement needs.</p>					
 Signature of Authorized Official		7/2/2003 Date Signed	L. LADNER Prepared By		
LESLIE LADNER, VICE PRESIDENT OF FINANCE Typed Name and Title of Authorized Official		7/2/2003 Date Prepared	(228) 897-1881 Telephone # of Preparer		

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LOCAL AREA'S WIA REQUEST FOR CA  
PROGRAM YEAR 2001  
LOCAL AREA # 6

NAME AND ADDRESS HARRISON COUNTY BOARD OF SUPERVISORS POST OFFICE CRAWLER CC GULFPORT, MS 39502		REQUEST # 33	
TELEPHONE: (228) 865-4116 / (228) 897-1881		APPROVAL:	
	VENDOR #: FUNDS AVAILABLE: PERIOD AND AMT. OF LAST CC LAST REQ. #		

(A) FUNDING STREAM	(B) AVAILABLE FUNDS	(C) CASH REQUESTED TO DATE	(D) THIS REQUEST	TOT
ADMINISTRATION (includes Dislocated Worker WIN admin.)	551,424.72	551,424.72		
ADULT	1,750,896.90	1,750,896.90		
YOUTH	1,358,505.00	1,358,505.00		
DISLOCATED WORKERS	1,737,854.10	1,737,854.10		
DISLOCATED WORKERS-WIN	1,078,201.28	1,078,201.28		
INCENTIVE		0.00		
INNOVATION	774,329.00	535,800.00	11,100.00	
RAPID RESPONSE	100,000.00	34,750.00	4,500.00	
<b>TOTAL FOR PY</b>	<b>7,351,211.00</b>	<b>7,047,442.00</b>	<b>15,600.00</b>	

I HEREBY CERTIFY THAT: (a) The services covered by this request have not been received from the Federal Government or expended for such serv agreement or grant; (b) the amount(s) requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; (c) amounts requested herein do not exceed the total funds obligated by contract; and (d) funds are requested for only immediate disbursement needs.

<u>Leslie Ladner</u> Signature of Authorized Official	7/2/2003 Date Signed
LESLIE LADNER, VICE PRESIDENT OF FINANCE Typed Name and Title of Authorized Official	7/2/2003 Date Prepared

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing Order, whereupon the President put the question to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	(OUT ON VOTE)
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF THE MISSISSIPPI STOP  
 VIOLENCE AGAINST WOMEN GRANT IN THE AMOUNT OF  
 \$28,000.00 FEDERAL FUNDS AND \$10,030.00 OF IN-KIND  
 SERVICE MATCH FOR PROGRAM YEAR 2003-2004, AND  
 AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME.**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the Mississippi Stop Violence Against Women Grant in the amount of \$28,000.00 federal funds and \$10,030.00 of In-kind service match for program year 2003-2004; and the Board does HEREBY AUTHORIZE the Board President to execute same:



DAVID RONALD MUSGROVE  
GOVERNOR

STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY PLANNING

DAVID HIGGINS  
COMMISSIONER

BILLY V. WHITE, JR.  
EXECUTIVE DIRECTOR

June 5, 2003

Mr. Robert Payne  
Harrison County Board of Supervisors  
Post Office Box 1754  
Gulfport, MS 39502

Project Number: 2SP1241  
Effective Date: 07/01/03

Dear Mr. Payne:

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the MS Stop Violence Against Women Program in the amount of \$28,000.00 federal dollars. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

- |                                       |   |
|---------------------------------------|---|
| 1. Subgrant Signature Sheet;          | 6. Subgrant Award and Performance Report; |
| 2. Certification Regarding Debarment; | 7. Cost Summary Support Sheet(s); and     |
| 3. Certification Regarding Lobbying;  | 8. Budget Summary.                        |
| 4. Subgrant Standard Assurances;      |   |
| 5. Statement of Special Conditions;   |   |

We particularly want to bring to your attention the requirement that items 1-6 should be completed, signed and returned immediately. Please retain a copy for your files. If there are questions concerning this award, please contact Wavette Davis at 601-987-4990.


Sincerely,

Dr. Billy V. White, Jr.  
Executive Director

Enclosures

**MINUTE BOOK  
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Division of Public Safety Planning  
**SUBGRANT SIGNATURE SHEET**  
Office of Justice Programs  
3750 ESS North Frontage Road  
Jackson, Mississippi 39211  
(601) 987-4990

<p>1. Subgrantee's Name, Address, &amp; Phone Number                  Harrison County Board of Supervisors                  Post Office Box 1754                  Gulfport, MS 39502                  Bob Payne, 865-4214</p>	<p>2. Effective Date: 7/1/03</p> <p>3. Subgrant Number: 2SP1241</p> <p>4. Grant Identifier: (Funding Source &amp; Year) 2002-WF-BX-0047</p> <p>5. Beginning &amp; Ending Dates: 7/1/03- 12/31/03 (6/30/04)</p> <p>6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement</p>																																																																																						
<p>7. The following funds are obligated:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Budget Category</th> <th colspan="6">Source of Funds</th> <th rowspan="2">Total Program Budget</th> </tr> <tr> <th>Federal</th> <th>%</th> <th>State/Local</th> <th>%</th> <th>In-Kind</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>Personnel</td> <td>\$28,000</td> <td></td> <td></td> <td></td> <td>\$6,813</td> <td></td> <td>\$34,813</td> </tr> <tr> <td>Fringe Benefits</td> <td></td> <td></td> <td></td> <td></td> <td>\$3,217</td> <td></td> <td>\$3,217</td> </tr> <tr> <td>Equipment</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Travel</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Operating Expenses</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contractual Services</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Miscellaneous</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Indirect Costs</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$28,000</b></td> <td></td> <td></td> <td></td> <td><b>\$10,030</b></td> <td></td> <td><b>\$38,030</b></td> </tr> </tbody> </table>		Budget Category	Source of Funds						Total Program Budget	Federal	%	State/Local	%	In-Kind	%	Personnel	\$28,000				\$6,813		\$34,813	Fringe Benefits					\$3,217		\$3,217	Equipment								Travel								Operating Expenses								Contractual Services								Miscellaneous								Indirect Costs								<b>TOTAL</b>	<b>\$28,000</b>				<b>\$10,030</b>		<b>\$38,030</b>
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<p>8. The Subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant as included herein. The following sections are attached and incorporated into this agreement.</p> <p>Attachment A - Statement of Special Conditions      Attachment C- Certification Regarding Debarment, etc.                  Attachment B - Standard Assurances              Attachment D - Certification Regarding Lobbying                  Attachment E - Drug-Free Workplace Certification (When Applicable)</p>																																																																																							
<p><b>AGENCY APPROVAL</b></p>	<p><b>SUBGRANTEE ACCOMPLANCE</b></p>																																																																																						
<p>9. Typed Name &amp; Title of Approving DPSP Official:                  Billy V. White, Jr.                  Executive Director</p>	<p>10. Typed Name &amp; Title of Authorized Subgrantee Official:</p>																																																																																						
<p>11. Signature:  Date:</p>	<p>12. Signature: _____ Date:</p>																																																																																						

**PUBLIC SAFETY PLANNING  
BUDGET SUMMARY**

1. Applicant Agency: Harrison County Board of Supervisors						
2. Subgrant Number:		3. Grant Identification Number:		4. Beginning Date:		Ending Date:
2SP1241		2002-WF-BX-0047		7/1/03		12/31/03 (6/30/04)
6. Submitted as part of (Check One):		X A. Funding Request:		B. Modification Number:		C. Modification Effective Date:
Funding Sources:						
8. For DPSP Use Only:	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	Stop Violence Against Women	\$28,000			\$10,030	\$38,030
TOTAL		\$28,000			\$10,030	\$38,030

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**PUBLIC SAFETY PLANNING  
COST SUMMARY SUPPORT SHEET**

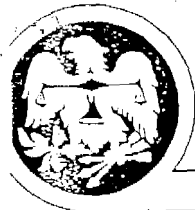
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1. Applicant Agency: Harrison County Board of Supervisors				Page 1/1		
2. Subgrant Number: 2SP1241		3. Grant Identifier Number: 2002-WF-VX-0014		4. Beginning Date: 7/1/03		5. Ending Date: 12/31/03 (6/30/04)
6. Activity: STOP Violence Against Women						
DPSP Use Only	8. Category	10. Description of item and/or Basis for Valuation	11. Budget			
	9. Line Item		Federal	All Other	Total	
3	Personnel	Special Assistant Attorney (Part-time) 28,000 Secretary (Part-time) 312 1,454 Court Clerk (Approx. Hrs.) 152 @ 7.34 1,603 Court Bailiff (Approx. Hrs.) 147 @ 9.75 1,985 Grant Adm. 23 1,769	\$28,000	\$6,813	\$34,813	
	Fringe Benefits	SSMatch 521 Ret. 664 Other 2032 (Fringe on Match Only)		\$3,217	\$3,217	
<b>TOTALS</b>			\$28,000	\$10,030	\$38,030	



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STATE OF MISSISSIPPI  
 DEPARTMENT OF PUBLIC SAFETY  
 DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

STATEMENT OF SPECIAL CONDITIONS

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

- Acceptance Procedures. The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) WITHIN 21 DAYS from the date of award. No federal funds shall be disbursed to the subgrantee until the signed acceptance has been received.
- Subgrantee agrees to sign and submit the following forms/items along with the Subcontract Signature Sheet:
  - a. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.
  - b. Certification Regarding Lobbying
  - c. Subgrant Standard Assurances
  - d. List of Board members along with specific duties or responsibilities of each member listed.\*
  - e. Copy of agency's Bylaws.\*
  - f. Copy of the Charter of Incorporation and tax exempt status (501c3).\*

\*Nonprofit agencies only.

- Special Cancellation Condition for Subgrantees.
  - (1) Commencement Within 60 Days. If a project is not operational within 60 days of the original starting date of the grant period; the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for delay, and the expected starting date.
  - (2) Operational Within 90 Days. If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

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STATE OF MISSISSIPPI  
 DEPARTMENT OF PUBLIC SAFETY  
 DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

STATEMENT OF SPECIAL CONDITIONS

- Nonexpendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all nonexpendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of nonexpendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem.

Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances.

- Requirements for Publication of Project Activities. When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with federal money, the subgrantee shall clearly state (1) the percentage of the total cost of the project or program which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.
- Project Reporting Requirements. Subgrantee agrees to submit monthly progress reports to the DPSP, Justice Programs, no later than five (5) working days after the end of each month. The progress report shall include demographic data on the clients served by the program, the nature of victimization, age, sex, relationship of victim to offender, geographic distribution, race, ethnicity, language and disability.

Annual performance reports are due after the end date of the subgrant period or any approved extension thereof (revised end date) along with the final financial reporting worksheet.

- Audit Requirements. The subgrantee agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:
  - a. OMB Circular A-128, Audits of State and Local Governments.
  - b. OMB Circular A-110, Attachment F, Subparagraph 2h.
  - c. OMB Circular A-133, Audits of Institutions of Higher Education and Other Nonprofit Institutions.

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All audit reports (initial and subsequent) shall be submitted no later than six (6) months after the close of the subgrantee's fiscal year.

Subgrantee Fiscal Year:             State (July - June)

(Check one)

Federal (October - September)

Calendar (January - December)

- The subgrantee hereby assures that services will be provided to all crime victims regardless of religious affiliation. The subgrantee further assures that the receipt of services is not contingent upon participation in a religious activity or event. Further, the subgrantee assures it will notify each crime victim receiving services that participation in religious activities or event is not required to receive services. Failure to comply with requirement will result in the termination of funding.
- The subgrantee agrees to request approval from the Office of Justice Program, Department of Public Safety, for all individual consultant services prior to making a contract.

We have read and understand all SPECIAL CONDITIONS as stated above and agree to fully comply with these conditions in the operation of the subgrant.

---

CHIEF ADMINISTRATIVE OFFICER'S SIGNATURE

DATE

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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OMB APPROVAL NO 1121-0140

**ASSURANCES**

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87, E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements--28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal Sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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**Office of Justice Programs**

**SUBGRANTEE STANDARD ASSURANCES**

The applicant/subgrantee assures and certifies that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the applicant and to provide such additional information as may be required.
2. It will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and, in accordance with that Act, no person shall be discriminated against based upon the grounds of race, color, creed, national origin, sex, age, handicap, political affiliation, or beliefs, in any program or activity funded under this grant. This includes, but is not limited to, recruiting and employment practices, project operations, and eligibility for program benefits.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.
6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United States or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and Administration (DFA), access to, at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.
8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA, or by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

Financial report covering expenditures of the grant;  
 Internal and external audit reports and project evaluation;  
 Approved budget and subsequent modifications;  
 Contracts, leases, employment agreements, and purchase invoices;  
 Indirect cost allocation plans;  
 All invoices, billings, requests for cash, and reporting worksheets;  
 General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;

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All personnel records of individuals paid with grant funds, including time sheets, wage authorizations, tax withholdings forms, employment applications and other relevant data; Inventory records for all property purchased with grant funds showing acquisition date, cost of property, identification number, bid information, and the use of the property; and Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-254, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policy making body of applicant/grantee shall cast a vote or influence any matter which has a direct bearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

\_\_\_\_\_  
 Chief Administrative Officer

\_\_\_\_\_  
 Date

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

**MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM**

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CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here \_\_\_\_\_ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
Name and Address of Organization

\_\_\_\_\_  
Name of Authorized Individual  
Signature and date

\_\_\_\_\_  
Subgrant Number



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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DAVID RONALD MUSGROVE  
GOVERNOR

**STATE OF MISSISSIPPI**  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY PLANNING

DAVID HUGGINS  
COMMISSIONER

BILLY V. WHITE, JR.  
EXECUTIVE DIRECTOR

**MEMORANDUM**

**TO:** STOP Violence Against Women Subgrants

**Attention:** Project Directors

**FROM:** Herbert Terry, Director *HT*  
Office of Justice Programs

**SUBJECT:** 2002 STOP Violence Against Women  
Subgrant Award Special Conditions

**DATE:** June 17, 2003

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award.

- The subgrantee agrees to complete the Subgrant Award and Performance Report (SAPR) and submit to the Division of Public Safety Planning, Office of Justice Programs immediately following the official award of a new or continuation subgrant.

We have read and understand all SPECIAL CONDITIONS as stated above and agree to fully comply with these conditions in the operation of the subgrant.

\_\_\_\_\_  
Chief Administrative Officer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Director's Signature

\_\_\_\_\_  
Date

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

Vehicle Take Home List  
 Semi-Annual Report

7/8/03

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF AND SPREADING UPON  
 THE MINUTES THE SEMI-ANNUAL REPORT FOR TAKE HOME  
 VEHICLES LIST DATED JULY 8, 2003**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE RECEIPT OF AND SPREAD UPON THE MINUTES the following semi-annual report for take home vehicles list dated July 8, 2003:

ASSET #	MAKE / MODEL	DEPARTMENT	NAME	TITLE	Jan. '03	June '03	Jan. '04	June '04
10540	1998 Ford Crown Victoria	Board of Supervisors	Bobby Eleuterius	Supervisor				
11841	2000 Ford Expedition	Board of Supervisors	Larry Benefield	Supervisor				
11564	2000 Ford Crown Victoria	Board of Supervisors	Marlin Ladner	Supervisor				
8252	1994 Ford Crown Victoria	Board of Supervisors	William Marlin	Supervisor				
14352	2003 Honda Civic Hybrid	Board of Supervisors	Connie Rockco	Supervisor				
8861	1995 Ford Crown Victoria	Buildings and Grounds	Homer McKnight, Sr.	Superintendent		x		
11566	2000 Chevrolet P/U	Buildings and Grounds	Cindy Heggins	Asst. Superintendent		x		
13772	2002 GMC P/U	Bridge & Traffic	Kevin Romero	Superintendent		x		
9329	1995 Chevrolet P/U	Bridge & Traffic	Leon Gough	Foreman		x		
10273	1997 GMC Jimmy SUV	Civil Defense	Linda Rouse	Director		x		
13186	2001 Dodge Ram P/U	Code Administration	Richard Herrin	Director		x		
9232	1995 Ford F-150	Comm. Centers/Dist.3	Etta Scarborough	Superintendent		x		
11621	2000 Ford Explorer	Comm. Centers/Dist 4	Richard Marsh			x		
10411	1997 Chevrolet Tahoe	Coroner	Gary Hargrove	Coroner		x		
10570	1999 Chevrolet Tahoe	E-911	Gil Bailey	E-911 Coordinator		x		
9373	1996 Chevrolet Tahoe	Engineering	Danny Boudreaux	Engineer		x		
11911	2001 Dodge 1500 Club Cab	Engineering	Ed Ott	Assistant Engineer		x		
13776	2002 Dodge Ram P/U	Fire Service	George Mixon	Fire Marshal		x		
9815	1995 Crown Victoria	Justice Court	Bobby Payne	County Prosecutor		x		
8784	1995 Ford Explorer	Mosquito Control	Raymond Cuevas	Director		x		
10398	1997 GMC P/U	Outside B & G		Superintendent				
9819	1995 GMC P/U	Outside B & G	Jim Mills	Electrician		x		
13626	2002 Dodge Ram P/U	Parks and Recreations	Mike McMillan	Park Director		x		
11748	2000 Ford Crew Cab P/U	Parks and Recreations	Vernell "Pete" Harper	Foreman		x		
13631	2002 Ford F-350 Crew Cab	Parks and Recreations	Brandon "Moose" Elrod	Operator II		x		
12818	2001 Chevrolet P/U	Road Department	Terry Broadus	Road Manager		x		
14859	2003 GMC P/U	Road Dept./District 1	Greg Broussard	Assistant Road Mgr.		X		
12819	2001 Chevrolet P/U	Road Dept./District 1	Pat Herbert	Foreman		X		
12729	2000 Chevrolet P/U	Road Dept./District 1	Jerry Lawrence	Foreman		X		
12820	2001 Chevrolet	Road Dept./District 2	Robert Saucier	Assistant Road Mgr.		X		
10473	1998 GMC P/U	Road Dept./District 2	James Peterman	Superintendent		X		

Vehicle Take Home List  
Semi-Annual Report

7/8/03

ASSET #	MAKE / MODEL	DEPARTMENT	NAME	TITLE	Jan. '03	June '03	Jan. '04	June '04
12065	2001 Dodge Ram	Road Dept./District 2	Mike Wilson	Foreman		X		
10150	1996 Ford 150	Road Dept./District 2	Ernest Melton	Operator III		X		
14831	2003 GMC P/U	Road Dept./District 3	Lamar Farmer	Operator III		X		
13771	2002 GMC P/U	Road Dept./District 3	Homer McKnight	Assistant Road Mgr.		X		
13770	2002 GMC P/U	Road Dept./District 3	Tommy Allen	Superintendent		X		
11072	1999 Dodge P/U 1500	Road Dept./District 3	Terry Young	Operator III		X		
14786	2003 GMC P/U	Road Dept./District 4	Larry Bobinger	Assistant Road Mgr.		X		
14680	2003 Ford	Road Dept./District 4	Don Williams	Assistant Road Mgr.		X		
12825	2001 Dodge	Road Dept./District 4	Todd Webb	Foreman		X		
10409	1997 Ford	Road Dept./District 4	Ozie Fairley	Operator III		X		
13773	2002 GMC P/U	Road Dept./District 5	J.R. Rivers	Assistant Road Mgr.		X		
12817	2001 Chevrolet	Road Dept./District 5	Todd Herrin	Foreman		X		
13774	2002 GMC P/U	Road Dept./District 5	Kenneth Barker	Foreman		X		
10504	1998 GMC P/U	Road Dept./District 5	Norbie Broussard	Foreman		X		
10541	1998 Crown Victoria	Safety Officer/District 1	Richard Quave	Officer		x		
10270	1997 Mercury Mountaineer	Safety Officer/District 4	Andy Guerra	Officer		x		
13687	2002 Ford Extra Cab 4WD	Sand Beach	Robert Weaver	Director		X		
13910	2002 Chevrolet 1500.	Sand Beach	Paul Trosclair	Superintendent		X		

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM

Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF AND SPREADING UPON THE MINUTES LETTER FROM THE MISSISSIPPI EMERGENCY MANAGEMENT AGENCY UNDER DATE OF JUNE 27, 2003 APPROVING THE EXTENSION OF THE LOCAL EMERGENCY MANAGEMENT PROGRAM ENHANCEMENT GRANT PROGRAM TO AUGUST 31, 2003**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE RECEIPT OF AND SPREAD UPON THE MINUTES the following letter from the Mississippi Emergency Management Agency under date of June 27 2003 approving the extension of the Local Emergency Management Program Enhancement Grant Program to August 31, 2003:



STATE OF MISSISSIPPI  
DAVID RONALD MUSCROVE, GOVERNOR  
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

ROBERT R. LATHAM, JR.  
DIRECTOR  
June 27, 2003

Ms. Linda Rouse, Director  
Harrison County EMA  
P. O. Box 68  
Gulfport, Mississippi 39502

Dear Ms. Linda Rouse:

Under the Local Emergency Management Program Enhancement Grant Program (LEMPEG), your county was awarded a grant to purchase equipment to enhance EOC capabilities.

As of this date, a balance of \$176.00 remains outstanding. We would like to take this opportunity to notify your county that an extension has been granted through August 31, 2003 to deplete your remaining balance. If you need further information or assistance, you can contact your Area Coordinator or Anita Gray, Grants Coordinator at 960-9025.

Sincerely,

*for Agency Mgr*  
Robert R. Latham  
Director

*ok  
for  
6/27/03*

RRL:jnh

Cc: Area Coordinators

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

**MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM**

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Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF AND SPREADING UPON  
THE MINUTES CONTRACT MODIFICATION NO. 2 FOR 1999  
CDBG GRANT 99-024-ED-IF01, LONG BEACH INDUSTRIAL PARK  
IMPROVEMENTS, AS APPROVED BY THE MISSISSIPPI  
DEVELOPMENT AUTHORITY EXTENDING PROJECT THROUGH  
MARCH 17, 2003**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE RECEIPT OF AND SPREAD UPON THE MINUTES the following contract modification No. 2 for 1999 CDBG Grant 99-024-ED-IF01, Long Beach Industrial Park Improvements, as approved by the Mississippi Development Authority extending project through March 17, 2003:



STATE OF MISSISSIPPI  
RONNIE MUSGROVE, GOVERNOR  
MISSISSIPPI DEVELOPMENT AUTHORITY  
J. STEPHEN HALE  
EXECUTIVE DIRECTOR

July 7, 2003

Honorable Marlin Ladner  
President  
Harrison County Board of Supervisors  
Post Office Drawer CC  
Gulfport, Mississippi 39502-0860

Dear Mr. Ladner:

SUBJECT: Contract Modification #2  
Harrison County  
CDBG Project #99-024-ED-IF01

*Long Beach Industrial  
Park Improvements*

The Community Services Division has reviewed your request for an extension of the contract period for the above named CDBG Grant. It appears reasonable and in order. Therefore, with the enclosed modification, the contract period for the County's project is hereby extended through March 17, 2004. Please retain this modification in your contract files.

Should you need additional information, please contact Mike Armstrong at (601) 359-9314.

Sincerely,

*Deborah Franklin*


Deborah Franklin  
Bureau Manager, Grants Management  
Community Services Division

DF: MA

Enclosure



**MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM**

MISSISSIPPI DEVELOPMENT AUTHORITY MODIFICATION SIGNATURE SHEET  DIVISION OF COMMUNITY SERVICES POST OFFICE BOX 24628 JACKSON, MISSISSIPPI 39225-4628																	
1. Recipient's Name, Address, and Telephone No.  Harrison County Board of Supervisors P.O. Drawer CC Gulfport, MS 39502-0860  228-865-4116	2. Effective Date: August 1, 2003																
	3. Contract Number: 99-024-FD-IF01	Grant Number: 1116															
	4. Modification Number: 2																
	5. Grant Identifier: (Funding Source & Year) CDBG 1999																
	6. Beginning and Ending Date March 17, 2000 - March 17, 2004																
	7. Page 1 of <u>1</u>																
	8. As a result of this modification, funds obligated are changed as follows: <table style="width:100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;"><u>CDBG</u></th> <th style="text-align: center;"><u>OTHER FEDERAL</u></th> <th style="text-align: center;"><u>OTHER (LOCAL-PRIVATE)</u></th> </tr> </thead> <tbody> <tr> <td>FROM: NA</td> <td>FROM: NA</td> <td>FROM: NA</td> </tr> <tr> <td>TO:</td> <td>TO:</td> <td>TO:</td> </tr> <tr> <td>INCREASE:</td> <td>INCREASE:</td> <td>INCREASE:</td> </tr> <tr> <td>DECREASE:</td> <td>DECREASE:</td> <td>DECREASE:</td> </tr> </tbody> </table>			<u>CDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>	FROM: NA	FROM: NA	FROM: NA	TO:	TO:	TO:	INCREASE:	INCREASE:	INCREASE:	DECREASE:	DECREASE:
<u>CDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>															
FROM: NA	FROM: NA	FROM: NA															
TO:	TO:	TO:															
INCREASE:	INCREASE:	INCREASE:															
DECREASE:	DECREASE:	DECREASE:															
9. The above recipient is hereby modified as follows:  To extend the ending date to March 17, 2004.																	
10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.																	
12. Approved for Agency:  Signature _____ Date _____  Name: Deborah Franklin Title: Bureau Manager	13. Approved for Recipient:  Signature _____ Date _____  Name: Marlin Ladner Title: President																

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER APPROVING DEPOSIT OF \$49,979.00 INTO THE  
MISSISSIPPI PUBLIC ENTITY WORKERS' COMPENSATION TRUST  
FUND TO BRING THE ACCOUNT BACK TO THE REQUIRED  
\$50,000.00 BALANCE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE deposit of \$49,979.00 into the Mississippi Public Entity Workers' compensation Trust fund to bring the account back to the required \$50,000.00 balance.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

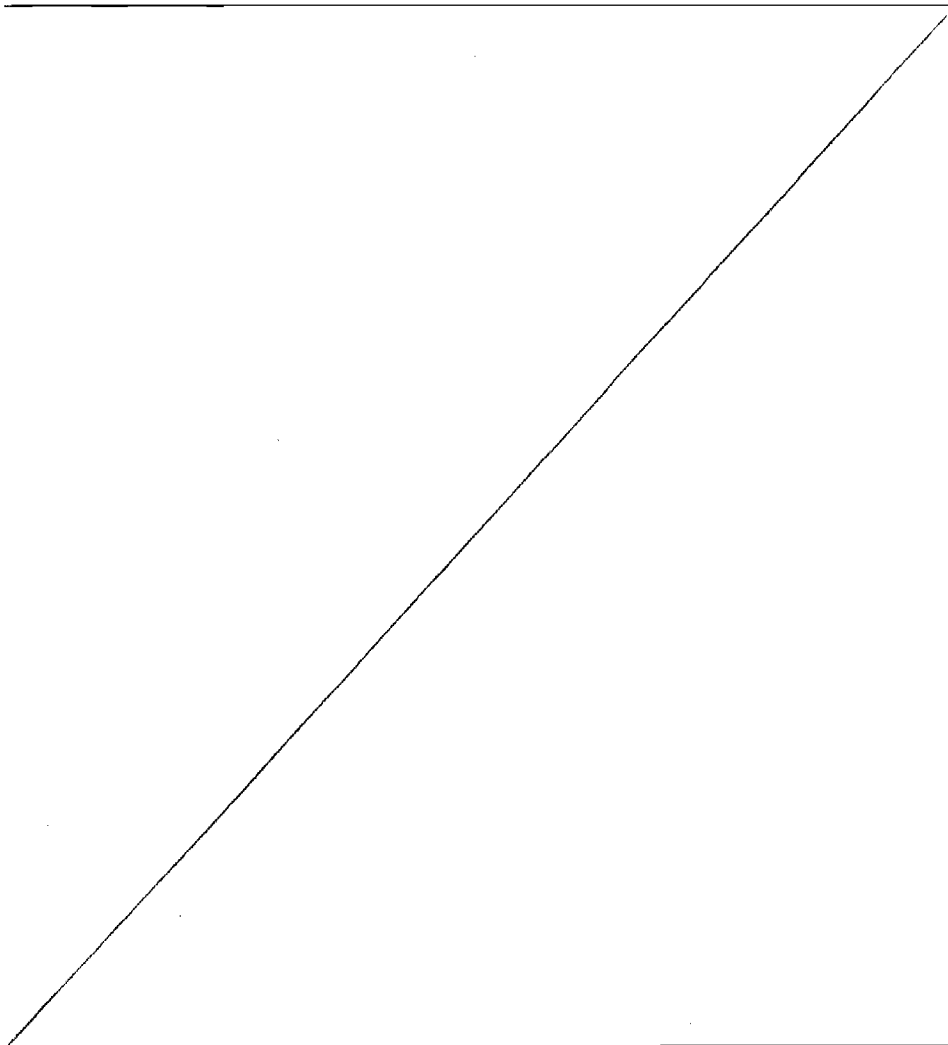
**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER APPROVING CAPITAL EXPENSE PURCHASES FOR THE  
DEPARTMENT OF HUMAN SERVICES FROM LOW QUOTES  
SUBMITTED BY BILOXI PAPER CO. FOR ONE HEAVY DUTY  
SHREDDER AT A COST OF \$964.33, AND ONE FLOOR  
SCRUBBER AT A COST OF \$2,618.22, FOR A TOTAL OF  
\$3,582.55, AND APPROVING LINE ITEM ADJUSTMENTS OF  
\$964.33 FROM 001-450-603 AND OF \$2,618.22 FROM  
001-450- 645 TO 001-450-919 TO COVER SAID EXPENSES**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does **HEREBY APPROVE** capital expense purchases for the Department of Human Services from low quotes submitted by Biloxi Paper Co. for one heavy duty shredder at a cost of \$964.33, and one floor scrubber at a cost of \$2,618.22, for a total of \$3,582.55, and approving line item adjustments of \$964.33 from 001-450-603 and of \$2,618.22 from 001-450- 645 to 001-450-919 to cover said expenses. The quotes received are as follows:



**MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM**

JUL 09 '2003 11:17 2288975795

HARRISON CO HUMAN SERVICES

#1444 P.003/007



*Paper Company, Inc.*  
WHOLESALE DISTRIBUTORS

P.O. BOX 191089 - ZIP 38919-1089  
1551 AZALEA ROAD - ZIP 36963-5219  
MOBILE, ALABAMA  
334-988-4885  
1-800-467-DEES (3337)  
FAX # 334-666-9208

QUOTATION NUMBER

QUOTATION NUMBER

SHOCAS 1001284-0000-01

1004284-0000-01

BILL TO: MISC. SHOP CASH

SHIP TO: HARRISON COUNTY HUMAN RESOURCE

QUOTATION NUMBER	SLIP	QUOTATION DATE	QUOTATION	CUSTOMER P.O. NUMBER	QUOTATION
1004284-0000-01	125	06/20/03	103	06/20/03 14.58.22	
		INSTRUCTIONS			
					FRT. PAGE NO.

QUANTITY	DIGP.	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
1		***** EXPIRATION DATE: 07/21/03 ***** *BD530 AUTO SCRUBBER DISK COMPLETE EXT'D WEIGHT: 0.01 LBS  TOTAL WEIGHT: 0.00 LBS	EA	2618.2247	2618.2

**TOTAL** 2,618.2

By \_\_\_\_\_ 0.0  
0.0  
0.0

TOTAL AMOUNT DUE

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM

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JUL 09 2003 11:19 2288975285

HARRISON CO HUMAN SERVICES  
ASSOCIATED PAPER#1444 P.004/027  
PAGE 01**Associated Paper**PACKAGING • SHIPPING • MAINTENANCE SUPPLIES

---

DATE: June 8, 2003

ATTN: Debra Godbur  
FAX #228-897-5685

RE: Price Quotation

Dear Ms. Godbur:

I was asked to send you a quote on the Tornado 530XL. The machine now has a new designation. It is a 21" BR 53/40 Cylindrical Brush Automatic Scrubber. The price on this machine is \$4365 plus freight. The machine is FOB Chicago, so freight would probably run about \$110.

I hope that this is helpful.

Regards,

Richard Ziober  
JanSan Specialist

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM

TUL 09' 2003 11:18 2288975785

HARRISON CO HUMAN SERVICES  
HARRISON CO HUMAN SERVICES

#1444 P.005/007  
PAGE 01  
#1359 P.001/001

**QUOTE REQUEST**

Requested by:  
Harrison County Department of Human Services  
P.O. Box 3400  
Gulfport, MS 39505  
phone: 228-897-5685  
fax: 228-897-5785  
contact: Debra Godber

A quote is requested on the following item:

Fellowes Heavy Duty Shredder model #38420  
confetti cut

\$ 1190.<sup>95</sup>

Please fax a quote to the above number.

Thank You

Gulf Coast.

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM

JUL 09 '2003 11:18 2288975785  
JUN 30 '2003 07:41 2288975765

HARRISON CO HUMAN SERVICES  
HARRISON CO HUMAN SERVICES

#1444 P.006/007  
#1356 P.001/001

**QUOTE REQUEST**

Requested by:  
Harrison County Department of Human Services  
P.O. Box 3400  
Gulfport, MS 39505  
phone: 228-897-5685  
fax: 228-897-5785  
contact: Debra Godber

A quote is requested on the following item:

Fellowes Heavy Duty Shredder model #38420  
confetti cut

*\$1,145.74  
each*

Please fax a quote to the above number.

Thank You

SUNCOAST  
1601 28<sup>th</sup> AVENUE  
GULFPORT, MS 39501

*Thanks,  
Jeanne*



MINUTE BOOK  
 BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
 JULY 2003 TERM

JUL 09 11:19 2282975785 HARRISON CO HUMAN SERVICES #1444 P.007/007 P:2/2

QUOTE PRINT		NO. 001358	
BELOIT PAPER COMPANY		Page 1	
18437 LARNEY BRIDGE ROAD		07/01/03	
DIBERVILLE, MS 39542			
228-396-5740 FAX 228-396-5747			
228-396-5740			
Ship-to: SAME	Bill-to: 1927		
HARRISON CO. HEALTH DEPT.	HARRISON CO. HEALTH DEPT.		
1102 45TH AVE	1102 45TH AVE		
ATTN: MELINDA LITTLE	ATTN: MELINDA LITTLE		
GULFPORT, MS 39501	GULFPORT, MS 39501		
REFERENCE #	EXPIRES	GLS#	TERMS
187731/03	16	118TH PROJ	101
QUOTED BY: RJC		QUOTED TO: DEBRA GODBER	
ITEM	DESCRIPTION	QTY	PRICE
187731/03	SHREDDER, 420 GC, OFFICE	1	964.33
		TOTAL	964.33
MERCHANDISE	NTS	TAX	FREIGHT
964.33	.00	.00	.00
		TOTAL	964.33

*Please  
 change the  
 name of  
 Dept. & Contact.  
 should read:  
 Harrison Co.  
 Dep. of Human  
 Services  
 10260 Larkin  
 Sm. 4th Dr.  
 Gpt. 39503  
 Debra Godber*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results.

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER APPROVING CAPITAL EXPENSE PURCHASES FOR THE SAND BEACH DEPT. IN THE TOTAL AMOUNT OF \$18,519.30, PAYABLE FROM PROCEEDS OF THE AUCTION, AND AUTHORIZING BUDGET AMENDMENT TO 156-355-916 FOR PURCHASE OF ONE NEW 2003 KUBOTA M4800SU-F DIESEL TRACTOR FROM LOW QUOTE OF LEE TRACTOR CO., INC. IN THE AMOUNT OF \$14,306.00, ONE NEW CENTURY 200 GALLON SKID TYPE SPRAYER FROM LOW QUOTE OF LEE TRACTOR, CO, INC. IN THE AMOUNT OF \$2,408.00, AND ONE WELDEN POWER 125 FROM LOW QUOTE OF NORDAN SMITH WELDING SUPPLIES IN THE AMOUNT OF \$1,805.30**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE capital expense purchases for the Sand Beach Dept. in the total amount of \$18,519.30, payable from proceeds of the auction, and authorizing budget amendment to 156-355-916 for purchase of one new 2003 Kubota M4800SU-F diesel tractor from low quote of Lee Tractor Co., Inc. in the amount of \$14,306.00, one new Century 200 gallon skid type sprayer from low quote of Lee Tractor, Co, Inc. in the amount of \$2,408.00, and one Welden Power 125 from low quote of Nordan Smith Welding Supplies in the amount of \$1,805.30. The quotations received are as follows:

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MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM

07/09/2003 18:15 2283528866

LEETRACTOR

PAGE 02



1-10 Hwy 67 Woolmarket Exchange  
P.O. Box 2803  
Gulfport, MS 39505  
Phone: (228) 392-9922  
Fax: (228) 392-8866

OF MISSISSIPPI

Date 7-9-2003

Invoice No. Quote

Purchaser's Name HARRISON County Sand Beach Dept.

Address 842 Commerce St.

City Gulfport State MS Zip 39507

QUANTITY	DESCRIPTION	PRICE
1	New 2003 Kubota M4800SU-F 2wd Diesel Tractor w/ Turf Tires and Shuttle Shift Transmission.	14,306.00

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

Delivery Instructions:

Total Price	\$ 14,306.00
Less Trade-In	
Difference After Trade-In	
Tax	"Exempt"
TOTAL DELIVERED PRICE	\$ 14,306.00

Description of Trade-In:

Terms:

Purchase: Salesman Jeff Brand

P.O. # \_\_\_\_\_ Accepted By \_\_\_\_\_

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM



Watts Brothers Tractor Company

7081 US HIGHWAY 48  
PHONE 264-3677 HATTIESBURG, MISSISSIPPI 39402-9815



Harrison County  
Sand Beach Department

Attn: Chuck

Fax # 228-896-0059

1-18748005U-F Kubota Tractor  
w/turf tires \_\_\_\_\_ \$14964.00

*[Signature]*

7-09-03

"Your One Stop Farm Equipment Dealer" SINCE 1944

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM

07/09/2003 08:48 2283928866

LECTRACTOR

PAGE 02



1-10 Hwy. 67 Woolmarket Exchange  
P.O. Box 2803  
Gulfport, MS 39505  
Phone: (228) 392-3922  
Fax: (228) 392-8866

OF MISSISSIPPI

Date 7-9-03

Invoice No. Quote

Purchaser's Name HARRISON County Sand Beach Dept.

Address 842 Commerce St.

City Gulfport State MS. Zip 39507

QUANTITY	DESCRIPTION	PRICE
1	New Century 200 gallon Skid Type Sprayer with Shp. Briggs Stratton GAS Engine, Handgun Sprayer Kit with SOFT. of hose.	2108.00
	Estimated Freight	300.00

PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

Delivery Instructions:	Total Price <u>\$ 2408.00</u>
	Less Trade-In
	Difference After Trade-In
	Tax <u>"Exempt"</u>
	TOTAL DELIVERED PRICE <u>\$ 2408.00</u>

Description of Trade-in

Terms:

Purchaser \_\_\_\_\_ Salesman Jeff Brand

P.O. # \_\_\_\_\_ Accepted By \_\_\_\_\_

MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JULY 2003 TERM



MASSEY FERGUSON

Watts Brothers Tractor Company

7061 U.S. HIGHWAY 49  
PHONE 264-5877 HATTIESBURG MISSISSIPPI 39402-9815

Kubota.

Harrison County  
Sand Beach Department

Attn. Chuck

FAX # 228-896-0059

1 - Skid Mount Sprayer Ag Spray  
200 gal, 5.5 Honda  
Hose reel, Handgun \$2820.00

*[Signature]*  
7-09-03

"Your One Stop Farm Equipment Dealer" SINCE 1945

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER APPROVING INSTALLATION OF STREET LIGHTS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE installation of street lights as listed:

14474 Woodland Hill, Supervisor's Voting District 5

17381 Jeremy Road, Supervisor's Voting District 2

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

**MINUTE BOOK**  
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Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER AUTHORIZING PAYMENT OF \$100,000.00 TO THE  
TORT ACCOUNT, PAYABLE FROM 001-100-570**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE payment of \$100,000.00 to the Tort Account, payable from 001-100-570.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

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Mr. Keleal Hassin, Jr. appeared before the Board to report that the roof at the Second Judicial District Courthouse has been inspected for leaks and his recommendation is to make temporary repairs to prevent further deterioration of the facade.

After full discussion, Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER DECLARING AN EMERGENCY AND APPROVING  
EMPLOYMENT OF JIM WALLIS AND SON ROOFING, INC. TO  
REPAIR ROOF AT THE SECOND JUDICIAL DISTRICT  
COURTHOUSE AT A COST OF \$3,895.67, AUTHORIZING  
BUDGET AMENDMENT THEREFOR , AND AUTHORIZING THE  
BOARD PRESIDENT TO EXECUTE THE CONTRACT UPON  
RECEIPT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY DECLARE an emergency and approving employment of Jim Wallis and Son Roofing, Inc. to repair roof at the Second Judicial District Courthouse at a cost of \$3,895.67, authorizing budget amendment therefor , and authorizing the Board President to execute the contract upon receipt.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor voted LARRY BENEFIELD voted	AYE
Supervisor voted MARLIN R. LADNER voted	AYE
Supervisor voted WILLIAM W. MARTIN voted	AYE
Supervisor voted CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

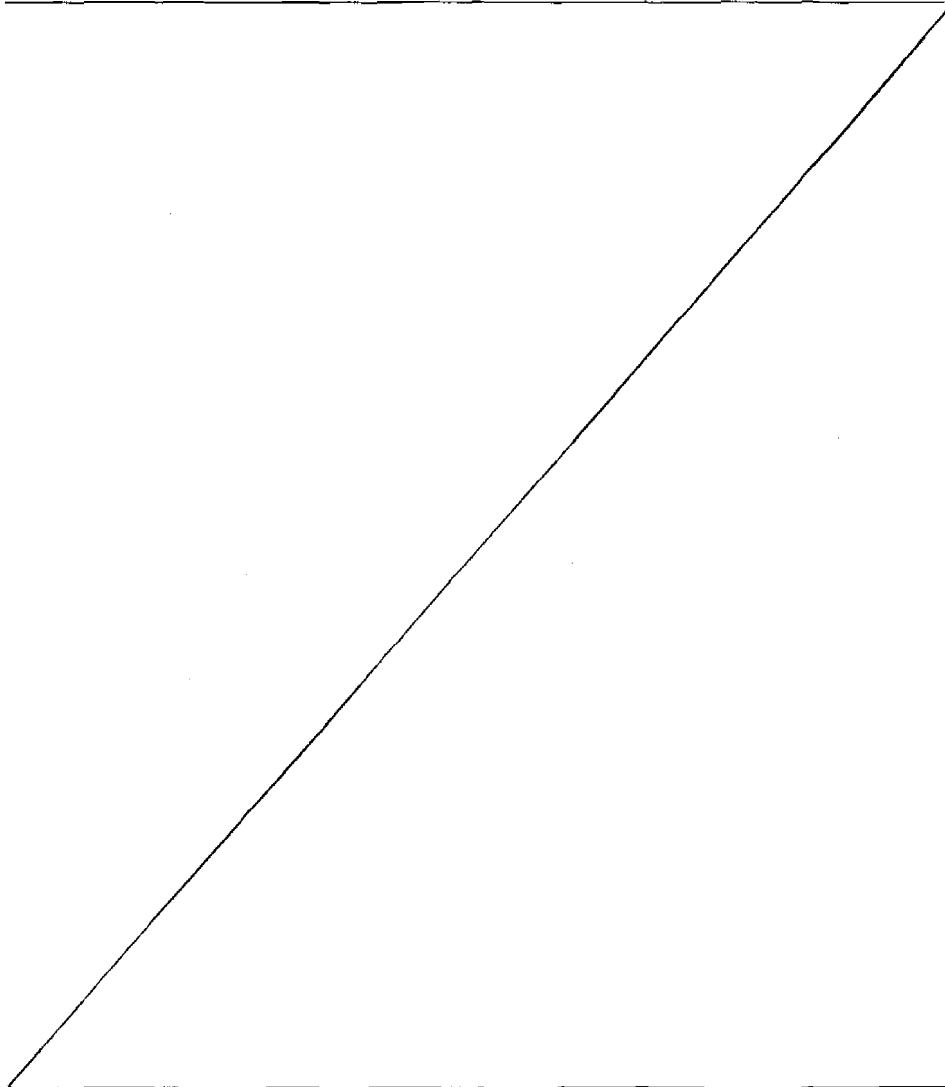
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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING THE EMPLOYMENT OF KELEAL HASSIN, JR. FOR PROFESSIONAL SERVICES FOR REPAIRS AT THE SECOND JUDICIAL DISTRICT COURTHOUSE, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE TWO CONTRACTS UPON RECEIPT FOR THE BRICK REPLACEMENT PROJECT, AND FOR REPLACEMENT OF THE HVAC SYSTEM AND RENOVATIONS OF OFFICES PROJECT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Keleal Hassin, Jr. for professional services for repairs at the Second Judicial District Courthouse, and authorizing the Board President to execute the following contracts for the brick replacement project and for replacement of the HVAC system and renovations of offices project, said contracts being as follows:



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**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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1997 EDITION

#1

**AIA DOCUMENT B141-1997**

*Standard Form of Agreement Between Owner and Architect  
with Standard Form of Architect's Services*

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
*(In words, indicate day, month and year)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**BETWEEN** the Architect's client identified as the Owner:

*(Name, address and other information)*

BOARD OF SUPERVISORS  
HARRISON COUNTY, MS  
P.O. Drawer CC  
Gulfport, MS 39502

**TABLE OF ARTICLES**

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

and the Architect:

*(Name, address and other information)*

KELEAL S. HASSIN, JR.  
1822 15th Street  
Gulfport, MS 39501

For the following Project:

*(Include detailed description of Project)*

Harrison County Courthouse, Biloxi, MS: Renovation of Judges Offices, Courtrooms, Jury Assembly Areas and other misc. areas; lighting, acoustic treatment, up-date sound system, etc. and replacement of HVAC system.



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The Owner and Architect agree as follows

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**ARTICLE 1.1 INITIAL INFORMATION**

1.1.1 This Agreement is based on the following information and assumptions.  
*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

**1.1.2 PROJECT PARAMETERS**

1.1.2.1 The objective or use is:

*(Identify or describe, if appropriate, proposed use or goals.)*

1. Modernization of interior Judges' Chambers, Courtrooms, etc.
2. Replace antiquated HVAC system.

1.1.2.2 The physical parameters are:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)*

The existing courthouse is in Biloxi, MS, and no geotechnical work will be required

1.1.2.3 The Owner's Program is:

*(Identify documentation or state the manner in which the program will be developed.)*

Coordinate HVAC work with renovation of interior spaces

1.1.2.4 The legal parameters are:

*(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)*

N/A

1.1.2.5 The financial parameters are as follows.

1. Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: \$405,679
2. Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: \$373,450

1.1.2.6 The time parameters are:

*(Identify, if appropriate, milestone dates, durations or fast track scheduling.)*

Begin construction in October, 2003, complete construction in February, 2004

1.1.2.7 The proposed procurement or delivery method for the Project is:

*(Identify method such as competitive bid, negotiated contract, or construction management.)*

Competitive Bid

1.1.2.8 Other parameters are:

*(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)*

N/A



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**11.3 PROJECT TEAM**

11.3.1 The Owner's Designated Representative is:  
*(List name, address and other information.)*

Pam Ulrich, Administrator  
P.O. Drawer CC  
Gulfport, MS 39502

11.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:  
*(List name, address and other information.)*

BOARD OF SUPERVISORS, HARRISON COUNTY, MS  
P.O. Drawer CC, Gulfport, MS 39502

11.3.3 The Owner's other consultants and contractors are:  
*(List discipline and, if known, identify them by name and address.)*

N/A

11.3.4 The Architect's Designated Representative is:  
*(List name, address and other information.)*

Architect Keleal S. Hassin, Jr.  
1822 15th St., Gulfport, MS 39501

11.3.5 The consultants retained at the Architect's expense are:  
*(List discipline and, if known, identify them by name and address.)*

Canon Engineering LLC  
511 32nd St.  
Gulfport, MS 39507

11.4 Other important initial information is:

11.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows.

11.6 The information contained in this Article 11 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.3.5.



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**ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES**

1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

**1.2.2 OWNER**

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

1.2.2.3 The Owner's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

**1.2.3 ARCHITECT**

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.



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12.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

12.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

12.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

12.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

12.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

**ARTICLE 1.3 TERMS AND CONDITIONS**

**1.3.1 COST OF THE WORK**

13.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

13.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

13.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

**1.3.2 INSTRUMENTS OF SERVICE**

13.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

13.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall



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obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

1.3.2.3 Except for the licenses granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

### 1.3.3 CHANGE IN SERVICES

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.

1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

1. change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
2. enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;



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3. decisions of the Owner not rendered in a timely manner;
4. significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
5. failure of performance on the part of the Owner or the Owner's consultants or contractors;
6. preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
7. change in the information contained in Article 1.1.

#### 13.4 MEDIATION

13.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

13.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

13.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### 13.5 ARBITRATION

13.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 13.4.

13.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

13.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

13.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim,



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dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

13.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**13.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.

**13.7 MISCELLANEOUS PROVISIONS**

13.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.2.

13.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

13.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

13.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

13.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

13.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

13.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.



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13.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

13.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

**13.8 TERMINATION OR SUSPENSION**

13.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

13.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

13.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

13.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

13.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

13.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Subparagraph 1.3.3.7.

13.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.



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**13.9 PAYMENTS TO THE ARCHITECT**

13.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

13.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

1. transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
2. fees paid for securing approval of authorities having jurisdiction over the Project;
3. reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
4. expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
5. renderings, models and mock-ups requested by the Owner;
6. expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
7. reimbursable expenses as designated in Paragraph 1.5.5;
8. other similar direct Project-related expenditures.

13.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

13.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

**ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS**

1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:  
*(List other documents, if any, delineating Architect's scope of services.)*

1.4.1.3 Other documents as follows:  
*(List other documents, if any, forming part of the Agreement.)*



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1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

**ARTICLE 1.5 COMPENSATION**

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

.863% x \$273,450 (const. cost) = \$32,228.74  
as recommended by the MS State Board of Recommended Fees

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.

*(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)*

Initial Fees are based on estimated job costs. The actual fees will be re-calculated once the actual cost has been ascertained through the bid process.

Additional Services: \$115/hr for Architect; \$57.50/hr for architect's associate.

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of ( 1.15 ) times the amounts billed to the Architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of ( 1.15 ) times the expenses incurred by the Architect, and the Architect's employees and consultants.

1.5.5 Other Reimbursable Expenses, if any, are as follows:



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15.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

15.7 An initial payment of N/A Dollars (\$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

15.8 Payments are due and payable N/A ( ) days from the date of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(insert rate of interest agreed upon.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

15.9 If the services covered by this Agreement have not been completed within six ( 6 ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 15.2.

This Agreement entered into as of the day and year first written above.

BOARD OF SUPERVISORS, HARRISON  
COUNTY, MISSISSIPPI

ARCHITECT KELEAL S. HASSIN, JR.

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name and title)

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*Standard Form of Agreement Between Owner and Architect  
with Standard Form of Architect's Services*

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
*(In words, indicate day, month, and year.)*

BETWEEN the Architect's client identified as the Owner:  
*(Name, address and other information)*

BOARD OF SUPERVISORS  
HARRISON COUNTY, MS  
P.O. Drawer CC  
Gulfport, MS 39502

and the Architect:  
*(Name, address and other information)*

KELEAL S. HASSIN, JR.  
1822 15th Street  
Gulfport, MS 39501

For the following Project:  
*(Include detailed description of Project)*

Replacement of all exterior brick and addition of insula-  
tion board to existing concrete block at the Harrison  
County Courthouse in Biloxi, MS

The Owner and Architect agree as follows

This document has important  
legal consequences.  
Consultation with an  
attorney is encouraged  
with respect to its  
completion or modification.

## TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE  
PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND  
OTHER SPECIAL TERMS  
AND CONDITIONS
- 1.5 COMPENSATION



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**ARTICLE 1.1 INITIAL INFORMATION**

1.1.1 This Agreement is based on the following information and assumptions.  
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

**1.1.2 PROJECT PARAMETERS**

1.1.2.1 The objective or use is:  
(Identify or describe, if appropriate, proposed use or goals.)

Replace all exterior brick and replace all windows

1.1.2.2 The physical parameters are:  
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

The existing courthouse is in Biloxi and no geotechnical work will be required.

1.1.2.3 The Owner's Program is:  
(Identify documentation or state the manner in which the program will be developed.)

1.1.2.4 The legal parameters are:  
(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

N/A

1.1.2.5 The financial parameters are as follows.

1. Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: \$243,664
2. Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: \$223,320

1.1.2.6 The time parameters are:  
(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

Begin construction work in September, 2003, and complete in February 2004.

1.1.2.7 The proposed procurement or delivery method for the Project is:  
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive Bid

1.1.2.8 Other parameters are:  
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

Introduction of insulation board and waterproofing to exterior structure.



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**1.1.3 PROJECT TEAM**

1.1.3.1 The Owner's Designated Representative is:  
*(List name, address and other information.)*

Pam Ulrich, Administrator  
P.O. Drawer CC  
Gulfport, MS 39502

1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:  
*(List name, address and other information.)*

BOARD OF SUPERVISORS, HARRISON COUNTY, MS  
P.O. Drawer CC, Gulfport, MS 39502

1.1.3.3 The Owner's other consultants and contractors are:  
*(List discipline and, if known, identify them by name and address.)*

N/A

1.1.3.4 The Architect's Designated Representative is:  
*(List name, address and other information.)*

Architect Keleal S. Hassin, Jr.  
1822 15th St., Gulfport, MS 39501

1.1.3.5 The consultants retained at the Architect's expense are:  
*(List discipline and, if known, identify them by name and address.)*

Canon Engineering LLC  
511 32nd Avenue  
Gulfport, MS 39507

1.1.4 Other important initial information is:

1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.1.3.



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**ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES**

1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

**1.2.2 OWNER**

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

1.2.2.3 The Owner's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

**1.2.3 ARCHITECT**

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.



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1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

**ARTICLE 1.3 TERMS AND CONDITIONS**

**1.3.1 COST OF THE WORK**

1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of way and financing or other costs that are the responsibility of the Owner.

**1.3.2 INSTRUMENTS OF SERVICE**

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall



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obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

13.2.3 Except for the licenses granted in Subparagraph 13.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 13.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

13.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

### 13.3 CHANGE IN SERVICES

13.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 13.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 13.9.2 and Paragraph 1.5.5.

13.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

1. change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
2. enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;



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3. decisions of the Owner not rendered in a timely manner;
4. significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
5. failure of performance on the part of the Owner or the Owner's consultants or contractors;
6. preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
7. change in the information contained in Article 11.

#### 13.4 MEDIATION

13.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

13.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

13.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### 13.5 ARBITRATION

13.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 13.4.

13.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

13.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

13.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim,



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dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

13.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**13.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 13.8.

**13.7 MISCELLANEOUS PROVISIONS**

13.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.2.

13.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

13.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

13.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

13.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

13.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

13.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.



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13.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

13.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

**13.8 TERMINATION OR SUSPENSION**

13.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

13.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

13.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

13.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

13.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

13.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, and all Termination Expenses as defined in Subparagraph 1.3.8.7.

13.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.



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# MINUTE BOOK

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

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#### 1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

1. transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communication;
2. fees paid for securing approval of authorities having jurisdiction over the Project;
3. reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
4. expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
5. renderings, models and mock-ups requested by the Owner;
6. expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
7. reimbursable expenses as designated in Paragraph 1.3.5;
8. other similar direct Project-related expenditures.

1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

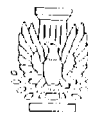
#### ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997

1.4.1.2 Standard Form of Architect's Services, Design and Contract Administration, AIA Document B141-1997, or as follows:  
(List other documents, if any, delineating Architect's scope of services.)

1.4.1.3 Other documents as follows:  
(List other documents, if any, forming part of the Agreement.)



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14.2 Special Terms and Conditions: Special terms and conditions that modify this Agreement are as follows:

**ARTICLE 15 COMPENSATION**

15.1 For the Architect's services as described under Article 14, compensation shall be computed as follows:

.911% x estimated construction cost of \$223,320 (\$20,344)  
as recommended by the MS State Board of Recommended Fees

15.2 If the services of the Architect are changed as described in Subparagraph 13.34, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 15.2, in an equitable manner.

*(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)*

Initial fees are based on estimated job costs. The actual fees will be re-calculated once the actual cost has been ascertained through the bid process.

Additional Services: \$115/hr for Architect; \$57.50/hr for architect's associate.

15.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of ( 1.15 ) times the amounts billed to the Architect for such services.

15.4 For Reimbursable Expenses as described in Subparagraph 13.9.2, and any other items included in Paragraph 15.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of ( 1.15 ) times the expenses incurred by the Architect, and the Architect's employees and consultants.

15.5 Other Reimbursable Expenses, if any, are as follows:



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15.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

15.7 An initial payment of N/A Dollars shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

15.8 Payments are due and payable N/A ( ) days from the date of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of interest agreed upon.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations in the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

15.9 If the services covered by this Agreement have not been completed within SIX ( ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 15.7.

This Agreement entered into as of the day and year first written above.

BOARD OF SUPERVISORS, HARRISON  
COUNTY, MISSISSIPPI

ARCHITECT KELEAL S. HASSIN, JR.

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name and title)

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Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor voted <b>LARRY BENEFIELD</b> voted	AYE
Supervisor voted <b>MARLIN R. LADNER</b> voted	AYE
Supervisor voted <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor voted <b>CONNIE M. ROCKCO</b> voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

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**JULY 2003 TERM**

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER ACCEPTING SIXTEEN IBM PCS AND TWO PRINTERS  
DONATED BY THE MISSISSIPPI EMPLOYMENT SECURITY  
COMMISSION TO BE USED AT THE GULF COAST BUSINESS  
SERVICES CORPORATION FOR THEIR ONE-STOP PROGRAM,  
AND DIRECTING THE INVENTORY CLERK TO ENTER SAME ON  
THE INVENTORY LIST**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT sixteen IBM PCS and two printers donated by the Mississippi Employment Security Commission to be used at the Gulf Coast Business Services Corporation for their One-Stop Program, and directing the Inventory Clerk to enter same on the inventory list.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

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Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER ACCEPTING SIXTEEN MICROSOFT OFFICE SOFTWARE  
LICENSES DONATED BY THE MISSISSIPPI EMPLOYMENT  
SECURITY COMMISSION FOR USE BY THE GULF COAST  
BUSINESS SERVICES CORPORATION FOR THEIR ONE-STOP  
PROGRAM**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT sixteen Microsoft Office software licenses donated by the Mississippi Employment Security Commission for use by the Gulf Coast Business Services Corporation for their One-Stop Program.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

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Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER APPROVING INTERAGENCY GOVERNMENTAL COOPERATION  
 AGREEMENT BY AND BETWEEN HARRISON COUNTY, MISSISSIPPI AND  
 THE GULF COAST MENTAL HEALTH CENTER, REGION XIII, FOR DRUG  
 COURT PROGRAM, AND AUTHORIZING THE BOARD MEMBERS TO  
 EXECUTE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE Interagency Governmental Cooperation Agreement by and between Harrison County, Mississippi and the Gulf Coast Mental Health Center, Region XIII, for Drug Court Program, same being as follows:

**INTER-AGENCY GOVERNMENTAL COOPERATION  
 AGREEMENT BY AND BETWEEN HARRISON COUNTY,  
 MISSISSIPPI, AND THE GULF COAST MENTAL  
HEALTH CENTER REGION 13**

WHEREAS, the Gulf Coast Mental Health Center Region 13 (hereinafter "GCMHC"), through its governing authority, and Harrison County, Mississippi, through its Board of Supervisors, desire to enter into an Inter-Agency Governmental Cooperation Agreement as provided by § 17-13-1, et. seq., Mississippi Code of 1972, Annotated; and

WHEREAS, the Mississippi State Legislature passed Senate Bill 2605 of the 2003 regular session enacting a Drug Court Intervention Component Program, effective July 1, 2003. As part of this program, the Mississippi Department of Corrections has agreed to provide a drug court officer for the Second Circuit Court District, encompassing Hancock, Stone and Harrison County with two (2) judicial districts, whose salary will be paid by the State of Mississippi; and

WHEREAS, three of the Circuit Judges of the Second Circuit Court District and the District Attorney's Office of Harrison County, Mississippi are pursuing a federal grant to cover various cost of the drug court and has requested Harrison County fund a counselor/case director to be employed by the Gulf Coast Mental Health Center Region 13; and



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WHEREAS, on \_\_\_\_\_ the Harrison County Board of Supervisors passed an Order approving an Inter-Agency Governmental Cooperation Agreement with the Gulf Coast Mental Health Center Region 13 wherein Harrison County would pay for and GCMHC would hire and employ a counselor/case director to be assigned to the drug court and said employee shall server at the will and pleasure of the Judge or the Judge's designee; and

WHEREAS, the GCMHC, through its Executive Director, and Harrison County, Mississippi, through its Board of Supervisors, desire to enter into an Inter-Agency Governmental Cooperation Agreement as provided by §17-13-1 et. seq. of the 1972 Miss. Code Ann.; and

WHEREAS, the purpose of this Agreement is to provide that the GCMHC, during the term hereof, and under the conditions set forth in this Agreement, hire a counselor/case director who will be assigned to the drug court, and Harrison County will pay all cost of employment, including any mandatory fringe benefits unto the GCMHC under the terms and conditions set forth in this Agreement; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Harrison County, Mississippi, and GCMHC, shall each cooperate together within and under the terms of this

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Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of Harrison County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE GULF COAST MENTAL HEALTH CENTER REGION 13 (hereinafter referred to as "GCMHC"), and HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors (hereinafter referred to as "THE COUNTY"), that they do hereby enter into this Inter-Agency Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by §17-13-1 and §17-17-5, et. seq., Miss. Code of 1972, Ann., and subject to the approval of the Attorney General of the State of Mississippi; said Agreement being as follows, to-wit:

**SECTION 1: ADMINISTRATION**

This Agreement will be administered in accordance with the Terms and conditions set forth herein by the Executive Director of GCMHC and the County Administrator of Harrison County, Mississippi, under the direction of the Board of Supervisors of Harrison County, Mississippi.

**SECTION 2: EMPLOYMENT OF COUNSELOR/CASE DIRECTOR**

The GCMHC and the County herein agree that for and in consideration of the sum of \$21,000.00 per year, plus mandatory fringe benefits, the GCMHC will hire a full time counselor/case

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director who will be an employee of the GCMHC. However, pursuant to Senate Bill 2605 of the 2003 regular session of the Mississippi Legislature, the counselor/case director shall serve at the will and pleasure of the Judge or the Judge's designee. Harrison County will reimburse GCMHC for the cost of the employment of said employee, including all mandatory fringe benefits. At all times, the counselor/case director will be an employee of GCMHC, and not an agent of the County.

SECTION 3: COST OF SERVICES:

The County shall pay unto GCMHC for the services to be rendered under this section of the Agreement, for a term extending until the 31st day of December, 2003. The yearly sum will be \$21,000.00, plus mandatory fringe benefits, to be prorated and paid monthly upon approval by the Attorney General.

SECTION 4: CAPITAL IMPROVEMENTS

The City and the County recognize that during the life of this Agreement there will be no need for capital improvements for public facilities to be used in the providing of the services herein provided.

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SECTION 5: GULF COAST MENTAL HEALTH CENTER REGION 13 SHALL MAINTAIN LIABILITY INSURANCE

The GCMHC and the County herein agree that it shall be the responsibility of the GCMHC to maintain workers' compensation, general premises and liability insurance, on any matters pertaining to this Agreement and the employment of the drug counselor/case director worker. The GCMHC will name Harrison County, Mississippi, and the named employee as named insureds on the policy or policies, and will maintain a limit of liability no less than \$1,000,000.00. However, should Harrison County be forced to defend a lawsuit resulting from this Agreement, GCMHC herein promises and covenants to pay on demand any deductible amount or self insured risk required by said insurance and/or any insurance policy of Harrison County which may be utilized by any person, company or other entity on any claim made against Harrison County, the GCMHC or the named employee. Should the GCMHC's insurance carrier withdraw coverage or become insolvent, all claims, litigation costs, attorney fees and any judgment or settlement money will be paid by GCMHC.

SECTION 6: TERM OF AGREEMENT

This Agreement shall commence when same has been approved by the Attorney General and shall expire on December 31, 2003.

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SECTION 7: AMENDMENT OF THIS AGREEMENT

Pursuant to §17-13-9(e) of the 1972 Miss. Code Ann., as amended, this Agreement may be amended by agreement of the parties including, specifically a resolution of the Harrison County Board of Supervisors and a resolution of the governing board of GCMHC. Furthermore, after the proper resolutions have been passed, then any amendment to this Agreement must be executed by the Executive Director of GCMHC and President of the Harrison County Board of Supervisors. Should this Agreement be terminated, then all real and personal property titled to the name of Harrison County, Mississippi will revert to its ownership and control and all of the property titled in the name of GCMHC will thus revert to its ownership and control.

SECTION 8: THE ACQUISITION AND DISPOSING OF REAL AND PERSONAL PROPERTY

The GCMHC and County herein agree that any real and/or personal property acquired by GCMHC or County shall remain the property of the acquiring entity, notwithstanding this Agreement. Additionally, the disposal of real and personal property in any manner affected by this Agreement shall be made by mutual agreement of the parties and spread on the Minutes of the Harrison County Board of Supervisors and the Minutes of the GCMHC.

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SECTION 9: APPROVAL BY ATTORNEY GENERAL

GCMHC and the County direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval, as provided by law.

The Secretary of GCMHC and the Clerk of the Board of Supervisors of the County shall spread this Agreement after its execution upon the minutes of the respective governing authorities and shall, upon the return of the approval of said Attorney General or its rejection, spread said approval or rejection upon the minutes of the respective governing authorities noting in the minute book that the original recordation where the Attorney General's approval or disapproval may be found on the minutes, and said Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi.

IN WITNESS WHEREOF, I, Executive Director of the Gulf Coast Mental Health Center Region 13, the officer duly authorized in the premises by Resolution of the Gulf Coast Mental Health Center Region 13 attached hereto, do hereby set and subscribe my signature on behalf of the Gulf Coast Mental Health Center Region 13 to the foregoing Inter-Agency Governmental Cooperation Agreement between Harrison County, Mississippi, and the Gulf Coast Mental Health Center Region 13.

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WITNESS MY SIGNATURE this, the \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
EXECUTIVE DIRECTOR

ATTESTED:

\_\_\_\_\_  
Secretary

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL  
COOPERATION AGREEMENT AS TO FORM:

\_\_\_\_\_  
Attorney for the Gulf Coast  
Mental Health Center Region 13

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IN WITNESS WHEREOF, WE, THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, do hereby set and subscribe our signatures to the above and foregoing Inter-Agency Governmental Cooperation Agreement, fully ascribing to the terms thereof for and on behalf of Harrison County, Mississippi, the same having been adopted in a duly constituted session.

WITNESS OUR SIGNATURES, this, the \_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_

HARRISON COUNTY BOARD  
OF SUPERVISORS

\_\_\_\_\_  
President Harrison County  
Board of Supervisors

\_\_\_\_\_  
Bobby Eleuterius  
Supervisor, District One

\_\_\_\_\_  
Larry Benefield  
Supervisor, District Two

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Marlin Ladner  
Supervisor, District Three

\_\_\_\_\_  
William Martin  
Supervisor, District Four

\_\_\_\_\_  
Connie Rockco  
Supervisor, District Five

\_\_\_\_\_  
Attorney for Harrison County



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It is further,

ORDERED that the Board HEREBY AUTHORIZES the Board members to execute the aforesaid agreement.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS the 14th day of July 2003.

\* \* \*

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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING ADVERTISEMENT OF COUNTY RESOURCES  
FOR THE HARRISON COUNTY SKATE PARK IN THE AMOUNT OF  
\$200.00 TO CLEAR CHANNEL ENTERTAINMENT FOR 10,000  
SCHOOL BOOK COVERS, TO INCLUDE TWO-FOR-ONE  
ADMISSION TO THE SKATE PARK, PAYABLE FROM  
001-675-522**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE advertisement of County resources for the Harrison County Skate Park in the amount of \$200.00 to Clear Channel entertainment for 10,000 school book covers, to include two-for-one admission to the Skate Park, payable from 001-675-522.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN R. LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER AUTHORIZING ADVERTISEMENT FOR BIDS FOR  
REMOVAL OF TREES AND DEBRIS FROM TURKEY CREEK**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE advertisement for bids for removal of trees and debris from Turkey Creek.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING THE LOAN APPLICATION OF MS. MARY L. ROBINSON TO THE HARRISON COUNTY HOME PROGRAM FOR STRUCTURE LOCATED AT 11970 FIVE OAKS DRIVE IN SUPERVISOR'S VOTING DISTRICT 2 IN THE AMOUNT OF \$8,300.00, WITH A 10% DOWN PAYMENT OF \$7,300.00 AND \$1,000.00 CLOSING COST, AND APPROVING ISSUANCE OF AN \$8,300.00 CHECK TO STEWART LAW FIRM**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the loan application of Ms. Mary L. Robinson to the Harrison County HOME Program for structure located at 11970 Five Oaks Drive in Supervisor's Voting District 2 in the amount of \$8,300.00, with a 10% down payment of \$7,300.00 and \$1,000.00 closing cost, and approving issuance of \$8,300.00 check to Stewart Law Firm.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14<sup>th</sup> day of July 2003.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING ADVERTISEMENT OF COUNTY RESOURCES  
BY PLACING A BACK SIDE COLORED AD IN THE 2003  
D'IBERVILLE WARRIOR FOOTBALL PROGRAM IN THE AMOUNT  
OF \$300.00, PAYABLE TO THE D'IBERVILLE FOOTBALL  
BOOSTER CLUB FROM 001-675-522**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE advertisement of County resources by placing a back side colored ad in the 2003 D'Iberville Warrior football program in the amount of \$300.00, payable to the D'Iberville Football Booster Club from 001-675-522.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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Supervisor **WILLIAM W. MARTIN** moved, and Supervisor **LARRY BENEFIELD** seconded, adoption of the following:

ENTER Closed Session to discuss whether or not to enter Closed Session to discuss:

Potential litigation with District 4 Supervisor  
Imperial Palace of MS, Inc. v. Harrison County  
Beau Rivage v. Harrison County  
US Department of Justice v. Harrison County

There was a unanimous vote by the members present to enter closed session.

ALL ORDERED AND DONE, this the 14<sup>th</sup> day of July 2003.

\* \* \*

Supervisor **WILLIAM W. MARTIN** moved, and Supervisor **LARRY BENEFIELD** seconded, adoption of the following:

ENTER Executive Session.

There was a unanimous vote by the members present to enter closed session.

ALL ORDERED AND DONE, this the 14<sup>th</sup> day of July 2003.

\* \* \*

Supervisor **BOBBY ELEUTERIUS** moved, and Supervisor **WILLIAM W. MARTIN** seconded, adoption of the following:

RECONVENE from Executive Session.

There was a unanimous vote by the members present to enter closed session

The Board Attorney reported that the Board received an update on the above listed matters. No action was taken.

ALL ORDERED AND DONE, this the 14<sup>th</sup> day of July 2003.

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**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER APPROVING PLANS FOR CONSTRUCTION OF A NEW  
FIRE STATION TO BE LOCATED ON HIGHWAY 15 IN THE  
UNINCORPORATED AREA OF THE COUNTY KNOWN AS WHITE  
PLAINS, SAID PROJECT PAYABLE FROM ACCOUNT  
106-250-902**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE plans for construction of a new fire station to be located on Highway 15 in the unincorporated area of the County known as White Plains, said project payable from account 106-250-902.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**JULY 2003 TERM**

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Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF DEEDED PROPERTY TO  
HARRISON COUNTY FOR THE PURPOSE OF CONSTRUCTING A  
NEW FIRE STATION ON HIGHWAY 15**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of deeded property to Harrison County for the purpose of constructing a new fire station on Highway 15.

Supervisor **LARRY BENEFIELD** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE M. ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the president declared the motion carried and the order adopted.

THIS, the 14th day of July 2003.

\* \* \*



**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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The following items came on for discussion with no action being taken by the Board:

1) The Zoning Administrator stated: that one horse per 1.5 acres is allowed by right in the E-1 District; if a mobile home is vacated as a dwelling for a period of one year, it cannot be reoccupied as such in a R-1 District, it can in an R-2 or E-1 District with a conditional use permit.

2) Supervisor Martin inquired whether the amended contract with Moses Engineers for hourly fees would be more economical. The E-911 Director stated that it would more advantageous to do so.

3) Supervisor Martin requested that the Board look into the contracts with the Cable companies. The Board Attorney advised that the Board's only control is over the basic rate. Supervisor Martin requested to find out what constitutes a basic cable rate. The Board Attorney will send a copy of his previous findings to the Board for their perusal.

4) The Board Attorney reported that the Deed for the old Mosquito Control property was sent to the National Guard, and the check for the property should be forthcoming.

5) Supervisor Benefield inquired about procedures to file fire grant applications. The Fire Coordinator stated that these applications were based on needs assessment and that only one volunteer fire department can apply for a specific grant. Supervisor Benefield requested a copy of the analysis for the needs assessment for District 2. The Fire Coordinator stated that a survey showed that two areas in the County were identified where new fire stations could lower insurance rates from class 10 to class 8. The ultimate goal is to create a single Fire Grading District encompassing the entire unincorporated area of the County that will meet the needs as they become apparent.

6) Supervisor Benefield questioned the qualification of first time ownership for Ms. Mary L. Robinson. The County Administrator checked with Bill Hessell and reported that the house she owned before was held in both spouses' name. She is now divorced and it is her first purchase of a home in her name only. Applicant must not have owned a home in previous three years.

7) Supervisor Benefield strongly recommended that department heads return to their offices after their items on the Board agenda have been taken up.

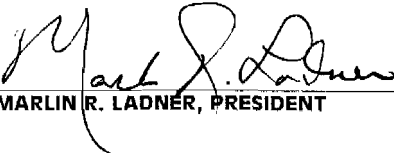
8) Supervisor Martin inquired whether the Road Department was ready for the primary elections August 5, 2003. The County Administrator stated that they were.

**MINUTE BOOK**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
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ORDERED that the Board ADJOURN IN THE SECOND JUDICIAL DISTRICT until  
Term in Course.

THIS, the 14<sup>th</sup> day of July 2003.

  
MARLIN R. LADNER, PRESIDENT