STATE OF MISSISSIPPI
COUNTY OF HARRISON

BE IT REMEMBERED, 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 MAY 2001, being the 14th DAY OF MAY 2001, 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, Larry Benefield, President of said Board, presiding; Bobby Eleuterius, Marlin R. Ladner, William W. Martin, and Connie M. Rockco, members of said Board of Supervisors; Tal Flurry, Tax Assessor for Harrison County, Mississippi; George H. Payne, Jr., Sheriff of Harrison County, Mississippi; and John McAdams, Chancery Clerk and Ex-Officio Clerk of said Board.

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

* * *

* * *
The following Resolution of the Harrison County Development Commission came before the Board for consideration:

RESOLUTION

Whereas, the Harrison County Development Commission does find and so adjudicate that it would be in the public interest to sell said parcel of real property located in the Bernard Bayou Industrial District to WARREN PAVING, INC. for the purpose of constructing an asphalt plant, for the amount of TWO HUNDRED SEVENTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-NINE and 00/100 DOLLARS ($277,769.00), which the Harrison County Development Commission does find and adjudicate is a fair and reasonable price for said property; and

WHEREAS, the Harrison County Development Commission does find and so adjudicate that the sale of said real property shall be made pursuant the terms and conditions of the Real Estate Purchase Contract attached hereto as Exhibit "A" and does so find and adjudicate that said terms are fair and reasonable and ensure that the conveyance contemplated therein shall be in furtherance of the goals and purposes of the

...
Harrison County Development Commission as articulated in Mississippi Code §§ 59-9-1, et seq.

WHEREAS, among the terms and conditions of the contract attached hereto as Exhibit "A" is the conveyance of a certain approximately 17 acre parcel tract of real property to Harrison County by Warren Paving, Inc. and;

WHEREAS, the Harrison County Development Commission does find that it would be in the public interest to acquire said real property as partial consideration for the sale as well as the remaining terms and conditions contained in said contract;

WHEREAS, the Harrison County Board of Supervisors, should be requested to concur herein and to join in the execution and conveyance. It is therefore,

RESOLVED, that the Harrison County Development Commission does hereby approve and authorize the execution of the Real Estate Purchase Contract attached as Exhibit "A" hereto and approves the conveyance of 29.978 acres of real property located in the Bernard Bayou Industrial District, First Judicial District to WARREN PAVING, INC. pursuant to the terms and conditions contained in said contract; and it is, further

RESOLVED, that the President and Secretary of the Harrison County Development Commission are hereby authorized and directed to execute a Special Warranty Deed conveying said real property in substantial conformity to the Special Warranty Deed attached as Exhibit "B"; it is, further

RESOLVED, that the Harrison County Board of Supervisors is hereby requested to concur in this resolution and to join in the conveyance and execution of the Special Warranty Deed contemplated by the contract attached as Exhibit "B".
COMMISSION MEMBER Philip Terrell seconded the motion, and on a roll call vote, the result was as follows:

Commissioner Bert Allen  Voted: AYE
Commissioner Richard Bennett, Jr. Voted: AYE
Commissioner Frank Castiglia, Jr. Voted: AYE
Commissioner Paige Gutierrez Voted: ABSENT
Commissioner Franklin Kyle, Jr. Voted: AYE
Commissioner Eaton Lang Voted: AYE
Commissioner William H. Lyons Voted: ABSENT
Commissioner Don Mason Voted: AYE
Commissioner Bruce Nourse Voted: AYE
Commissioner Philip Terrell Voted: AYE
Commissioner Leroy Urie, President Voted: AYE
Commissioner Elmer Williams Voted: AYE

A majority of the Members present and voting in the affirmative, the President declared the motion carried and the resolution adopted on the 24th day of April, 2001.
STATE OF MISSISSIPPI
COUNTY OF HARRISON

CERTIFICATE

I, Merry Mayo, Staff Secretary of the Harrison County Development Commission, hereby certify that the attached Resolution dated April 24, 2001, is a true and correct copy of such Resolution adopted on such date.

WITNESS MY SIGNATURE, this the 12 day of May, 2001.

Merry Mayo, Staff Secretary
Harrison County Development Commission

SWORN TO AND SUBSCRIBED BEFORE ME, this the 12 day of May, 2001.

Brenda L. Alexander
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES: 3/7/02
HARRISON COUNTY DEVELOPMENT COMMISSION
REAL ESTATE PURCHASE CONTRACT

This is a contract by and between the HARRISON COUNTY DEVELOPMENT COMMISSION, acting for and on behalf of HARRISON COUNTY, MISSISSIPPI, (hereinafter referred to as "Seller"), and WARREN PAVING, INC., (hereinafter referred to as "Purchaser").

WHEREAS, Seller owns a certain 29.97 acre tract of real property which Seller desires to sell to Purchaser and which Purchaser wishes to purchase from Seller.

WHEREAS, said real property is currently encumbered by a certain Recodified and Reconstituted Lease Agreement by and between Seller and Purchaser executed by Seller on January 26, 2001 (Lease), through which Purchaser is leasing said real property from Seller.

NOW, THEREFORE, in consideration of mutual promises, warranties and undertakings expressed herein, Seller and Purchaser agree as follows:

1. AGREEMENT. Subject to the terms and conditions of this Contract, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, that certain tract of real property, located in First Judicial District, Harrison County, Mississippi, and more particularly described in Exhibit "A" attached hereto.

2. PURCHASE PRICE AND CONSIDERATION. The Consideration for the Property is as follows:
   a. $277,769.00 to be paid by Seller to Purchaser at closing; and
   b. The conveyance, through Warranty Deed, to Harrison County by and through the Harrison County Development Commission of a certain 17 acre parcel of real property described in Exhibit "B".

3. CONDITIONS PRECEDENT TO CLOSING. Seller’s obligation to close the transaction contemplated by this Agreement are subject to the fulfillment or satisfaction, prior to or at the Closing Date, of each of the following conditions precedent:
   a. Environmental Matters. The Purchaser, at its expense, shall cause to have an environmental Phase I study (and an environmental Phase II study, if necessary) performed in order to determine if any adverse environmental conditions exist on the real property described in Exhibit "B" to be conveyed to Seller. In the event that said studies reveal any adverse environmental conditions on the real property described in Exhibit "B", Purchaser shall take all steps necessary to remedy said adverse conditions at their sole cost and expense and take such remedial action as is required by the Mississippi Department of Environmental Quality.
   b. Removal of Improvements. Purchaser shall dismantle and remove, or cause to be dismantled or removed, the existing asphalt plant on the real property described in

HCDC Form 3/2001

EXHIBIT

seller
Exhibit "B" and remove or eliminate, or cause to have removed or eliminated, any and all equipment, improvements and/or debris from the real property described in Exhibit "B".

3. PURPOSE. The parties to this Agreement acknowledge that the real property to be conveyed pursuant to this Agreement is currently utilized by Purchaser through the Lease referenced above (and previous leases combined therein) for the operation of an asphalt manufacturing plant and other uses related to the business of purchaser. The parties to this Agreement further acknowledge that Purchaser shall continue to utilize the real property described in Exhibit "A" for such purpose.

4. EXPENSES AND PRORATION ITEMS. Each party shall bear its own respective costs including attorney’s fees. Real estate taxes, utilities, and any other similar assessment affecting title to the Property, if any, shall be prorated as of the date of Closing. Recording fees to record the deed conveying title to the Property shall be paid by Seller.

5. RENT PRORATION. Seller acknowledges receipt of rent paid to Seller by Purchaser, pursuant to the Lease, for the period of January 30, 2001 through January 29, 2002. Said rent shall be prorated as of the date of closing with the Seller to receive a credit toward the purchase price in an amount equal to the amount of rent representing rent paid for the unexpired term.

6. BROKER. The Seller and Purchaser warrant and represent to each other that no broker has assisted in the transaction contemplated by this Contract and that no broker is entitled to a commission upon closing or otherwise.

7. TITLE. At Closing, Seller will transfer title to the Property to Purchaser by Special Warranty Deed. Said property shall be transferred subject to all existing reservations, restrictive covenants and/or easements of record. Purchaser shall take title as follows: WARREN PAVING, INC. Title may not be assigned after approval of this contract by the Harrison County Development Commission. Such request must be approved by the Board of Commissioners of the Harrison County Development Commission at a meeting of same and by the Harrison County Board of Supervisors.

8. INDEMNIFICATION. The Purchaser shall protect and indemnify and hold harmless Harrison County and the Harrison County Board of Supervisors and the Harrison County Development Commission, its members, directors, officers, employees, agents, and any successors thereof from any and all loss, damages, suits, penalties, costs, liability, or expenses arising out of any claim for loss or damage to property, injuries to or death of persons, contamination of or adverse effect on the environment, or any violation of federal, state, or local environmental laws, ordinances, rules, or regulations, caused by or resulting from any hazardous materials, substance, gas, or liquid as defined by the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9691, et seq., or other similar federal, state, or local law or ordinance in the rules or regulations promulgated thereof under which would necessitate response or remedial action under the aforesaid laws, ordinances, rules, or regulations, arising from the acts and/or omissions of Purchaser. These indemnifications and hold harmless obligations shall be in addition to any and all other remedies available to Seller.

9. SELLER REPRESENTATION. Seller knows of no hazardous substances on or under the property and, if any such information comes to the attention of Seller prior to closing, Seller will promptly notify purchaser in writing.

10. TITLE INSPECTIONS. Within fifteen (15) working days of the effective date of this contract, Purchaser shall have the right to examine the title of subject property and shall give Seller notice of any exception to title to which Purchaser objects. In the event that Seller are unable or
unwilling to remove such objectionable exceptions at or before Closing, then to the exclusion of any
other remedies which might otherwise be available to Purchaser, Purchaser shall either, at its election,
(i) proceed to Closing, with no adjustment to Purchase Price, with the objectionable exception on title,
or (iii) terminate this contract and upon any such termination, (iii) excepting only the force and effect
of those provisions of this Contract which by their express terms survive termination of this Contract,
this Contract shall be terminated and of no further force or effect and the parties hereto shall have no
further rights or obligations under this Contract and (iv) the Deposit shall be promptly paid to Purchaser
as Purchaser’s sole and exclusive remedy. Failure by Purchaser to timely provide Seller with notice
of objections to title as described above shall be deemed to be an acceptance by Purchaser of any
exceptions to title to any portion of the Property which may exist.

11. NOTICES. Any notices given under this Contract shall be in writing and, except as
otherwise provided herein, shall be deemed given when received. Notices may be sent via facsimile
transmission. If notice is sent by certified mail, postage prepaid, addressed to the following addresses,
notice will be deemed received on the earlier of the date of actual receipt or five (5) days after its
deposit with the U.S. Post office. Notices sent by mail shall be addressed to the following addresses:

If to Seller:
Harrison County Development Commission
Post Office Box 1870
Gulfport, Mississippi 39502
Telephone No.: (228) 863-3807
Fax No.: (228) 863-4555

David W. Crane, Esq.
Allen, Vaughn, Cobb & Hood, P.A.
Post Office Drawer 4108
Gulfport, Mississippi 39502
Telephone No.: (228) 864-4011
Fax No.: (228) 864-4852

If to Purchaser:
Warren Paving, Inc.
Attn: Lawrence Warren
Post Office Box 572
Hattiesburg, Mississippi 39403-0572

Hugh D. Keating, Esq.
Dukes, Dukes, Keating & Faneca, P.A.
Post Office Drawer W
Gulfport, Mississippi 39502
Telephone No.: (228) 888-1111
Fax No.: (228) 863-2886

12. EFFECTIVE DATE. The effective date of this contract shall be on the date it is approved
by the Harrison County Board of Supervisors. In the event that the contract is executed on different
dates, the date of execution shall be considered to be the date it was signed by the last party.

13. BUILDING APPROVAL. No building or other construction (other than existing buildings
and/or improvements in place at the time of closing) shall be erected or placed on any lot, or altered,
until the complete construction plans and specifications have been submitted to the Engineering and
Maintenance Committee of the Harrison County Development Commission (HCDC) and have been
approved by the HCDC through its engineering firm of Brown & Mitchell for conformance with quality of workmanship and materials, harmony and external design and for compliance with these covenants, conditions, and restrictions. In the event HCDC fails to approve any application within thirty (30) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with.

14. DRAINAGE PLAN. A drainage plan for the subject property, prepared and certified by a registered professional engineer must be included in the construction drawings. Drainage plans shall provide for positive drainage to existing drainage ditches or structures and/or street right-of-ways and shall not be directed to adjacent property. Drainage ways shall conform to all requirements of all applicable governmental authorities, as in effect from time to time, and no storage, discharge, or drainage of water, waste, chemicals, or other residue shall be allowed except in strict compliance with all applicable governmental rules, regulations, and authorities, as in effect from time to time.

15. COVENANTS. The covenants and obligations of this contract shall survive the execution of the Deed.

16. MISCELLANEOUS. This Contract supersedes all prior agreements between the parties with respect to the subject matter hereof other than the Lease referenced in the recitals above. Headings are for convenience only and are not a part of this Contract. Any failure by any of the parties to comply with any of the obligations, agreements, or conditions set forth in this Contract may be waived by the other party, but any such waiver shall not be deemed a waiver of any other obligations or conditions contained in this Contract. A corporate officer signing this document on behalf of a corporate party warrants that he or she has full authority to sign this document. This Contract shall be construed and governed under the laws and jurisdiction of Mississippi. In interpreting this Contract, the presumption that contracts are to be construed against the drafter shall not be applicable. If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provisions shall be severable and the remaining provisions of this Contract shall remain in full force and effect. If a lawsuit is filed with respect to this Contract, the prevailing party shall be entitled to collect all reasonable attorneys’ fees and costs. This Contract may not be altered, amended, or modified except by written instrument signed by all parties. This Contract may not be assigned by Purchaser without the prior written consent of Seller and Seller’s consent shall not be unreasonably withheld.

17. CLOSING. The date of the sale of said property is to be closed within ___ days from approval of this sale by the Harrison County Board of Supervisors.

18. POSSESSION/LEASE TERMINATION: Purchaser shall maintain possession of the property described in Exhibit "A" immediately upon closing of the transaction contemplated herein. The Codified and Reconstituted Lease Agreement referenced in the recitals above shall, upon closing, be considered terminated and shall no longer be of force and effect upon the delivery of the Special Warranty Deed contemplated herein. The possessory interest of said Lease shall merge and transfer into the possessory interest granted Purchaser by virtue of said Special Warranty Deed. Purchaser may have access to the subject property prior to closing only for the purpose of having made for Purchaser, at Purchaser’s cost, reasonable surveys, engineering studies, and/or soil borings, etc. No timber, soil or other property along with the subject property may be removed or damaged by Purchaser prior to closing.

19. PROPERTY INFORMATION: Seller and Purchaser both agree to provide the other, upon request, any and all surveys, engineering studies, results of soil borings and/or environmental testing which the other may have in their possession or which the other may obtain in preparation of closing subject property. Notwithstanding the language of this paragraph nothing herein is to be construed
as creating an affirmative obligation on the part of Seller to cause to have performed any such surveys and/or tests.

20. APPROVALS. This contract is conditioned upon approval of same by the Harrison County Development Commission and the Harrison County Board of Supervisors.

21. GOVERNING LAW. This Contract contains all of the agreements and representations between the parties. No change or modifications of this agreement shall be valid unless the same be in writing and signed by the Purchaser and Seller.

22. SAVING CLAUSE. In the event any term or provision of this Contract should be determined to be illegal, unenforceable, or invalid, the remaining terms and provisions shall not be affected thereby and shall be read and construed as if such illegality, unenforceable, or invalid terms or provisions were not originally contained therein.

23. COUNTERPARTS. This agreement may be executed in counterparts.

The parties have hereunto set their hands with the intent to be legally bound as of the dates by their signature.

SELLERS: HARRISON COUNTY DEVELOPMENT COMMISSION
By: __________________________ Date: __________
Its:

HARRISON COUNTY BOARD OF SUPERVISORS
By: __________________________ Date: __________
Its:

PURCHASER: WARREN PAVING, INC.
By: __________________________ Date: __________
Its:

APPROVAL DATES:
HARRISON COUNTY DEVELOPMENT COMMISSION - Date __________
HARRISON COUNTY BOARD OF SUPERVISORS - Date __________
EXHIBIT "A"

A parcel of land situated and being located in the Northwest ¼ of the Northeast ¼ and the Southwest ¼ of the Northeast ¼ of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at an iron pipe on the south margin of Reichhold Road (also known as Bayou View Road), at the northwest corner of "Tract 4" as shown on a survey recorded in Deed Book 541 at 507 of the Deed Records of Harrison County, Mississippi; thence run from said point of commencement N 85°33'05" W 175.51 feet along said south margin of Reichhold Road (also known as Bayou View Road) to the Point of Beginning; thence S 89°35'24" W 518.93 feet along said south margin of Reichhold Road (also known as Bayou View Road) to an iron rod on the north high bank of the Industrial Seaway; thence N 66°22'59" W 468.77 feet along said north water's edge of the Industrial Seaway; thence N 00°13'46" W 45.00 feet to an iron rod on the north high bank of the Industrial Seaway; thence continue N 00°13'46" W 1138.33 feet to a concrete monument on the south margin of Reichhold Road; thence N 89°35'24" E 429.03 feet along said south margin of Reichhold Road and the said Point of Beginning.

Said parcel contains 12.592 acres, more or less.

AND

A parcel of land situated and being located in the Northwest ¼ of the Northeast ¼ and the Southwest ¼ of the Northeast ¼ of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at an iron pipe on the south margin of Reichhold Road (also known as Bayou View Road), at the northwest corner of "Tract 4" as shown on a survey recorded in Deed Book 541 at 507 of the Deed Records of Harrison County, Mississippi; thence run from said point of commencement N 85°33'05" W 175.51 feet to an iron pipe marking the Point Of Beginning; thence S 00°13'45" E 1500.00 feet to an iron rod on the high bank of the Industrial Seaway; thence continue S 00°13'45" E 50.75 feet to the water's edge of said Industrial Seaway; thence N 70°43'19" W 470.68 feet along said water's edge; thence N 75°54'37" W 77.40 feet along said water's edge; thence N 00°13'45" W 38.57 feet to an iron rod on the high bank of the Industrial Seaway; thence continue N 00°13'45" W 1335.00 feet to an iron rod on the south margin of Reichhold Road; thence N 89°35'24" E 518.93 feet to the Point Of Beginning.

Said parcel of land contains 757,140 square feet or 17.382 acres, more or less.
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EXHIBIT "B"

A parcel of land situated and being located in the Northwest ¼ of the Northeast ¼ and the Southwest ¼ of the Northeast ¼ of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at an iron pipe on the south margin of Reichold Road (also known as Bayou View Road), at the northwest corner of "Tract 4" as shown on a survey recorded in Deed Book 541 at 507 of the Deed Records of Harrison County, Mississippi; thence run from said point of commencement N 85°33'05" W 175.51 feet to an iron pipe marking the Point Of Beginning; thence S 00°13'45" E 1500.00 feet to an iron rod on the high bank of the Industrial Seaway; thence continue S 00°13'45" E 50.75 feet to the water's edge of said Industrial Seaway; thence N 70°49'19" W 470.88 feet along said water's edge; thence N 75°54'37" W 77.40 feet along said water's edge; thence N 00°13'45" W 38.57 feet to an iron rod on the high bank of the Industrial Seaway; thence continue N 00°13'45" W 1335.00 feet to an iron rod on the south margin of Reichold Road; thence N 89°35'24" E 516.93 feet to the Point Of Beginning.

Said parcel of land contains 757,140 square feet or 17.382 acres, more or less.
STATE OF MISSISSIPPI

COUNTY OF HARRISON

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED SEVENTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-NINE AND 00/100 DOLLARS ($277,769.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, HARRISON COUNTY DEVELOPMENT COMMISSION, Post Office Box 1870, Gulfport, Mississippi, 39502, (228-863-3807), acting for and on behalf of the HARRISON COUNTY BOARD OF SUPERVISORS, and the HARRISON COUNTY BOARD OF SUPERVISORS, Harrison County Courthouse, Gulfport, Mississippi 39502 (228-865-4001), and jointly acting for and on behalf of HARRISON COUNTY, MISSISSIPPI, as Grantors, do hereby sell, convey and specially warrant unto WARREN PAVING, INC., as Grantee, the following described property situated in Harrison County, Mississippi, to-wit:

A parcel of land situated and being located in the Northwest ¼ of the Northeast ¼ and the Southwest ¼ of the Northeast ¼ of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows; to-wit:

Commencing at an iron pipe on the south margin of Reichhold Road (also known as Bayou View Road), at the northwest corner of "Tract 4" as shown on a survey recorded in Deed Book 541 at 507 of the Deed Records of Harrison County, Mississippi; thence run from said point of commencement N 85°33'05" W 175.51 feet along said south margin of Reichhold Road (also known as Bayou View Road), thence S 89°35'24" W 518.93 feet along said south margin of Reichhold Road (also known as Bayou View Road) to the Point of Beginning; thence S 00°13'45" E 1335.00 feet to an iron rod on the north high bank of the Industrial
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Seaway; thence continue S 00°13'45" E 38.57 feet to the north water’s edge of the Industrial Seaway; thence N 66°22'59" W 468.77 feet along said north water’s edge of the Industrial Seaway; thence N 00°13'46" W 45.00 feet to an iron rod on the north high bank of the Industrial Seaway; thence continue N 00°13'46" W 1138.33 feet to a concrete monument on the south margin of Reichold Road; thence N 89°35'24" E 429.03 feet along said south margin of Reichold Road and the said Point of Beginning.

Said parcel contains 12.592 acres, more or less.

AND

A parcel of land situated and being located in the Northwest ¼ of the Northeast ¼ and the Southwest ¼ of the Northeast ¼ of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at an iron pipe on the south margin of Reichhold Road (also known as Bayou View Road), at the northwest corner of “Tract 4” as shown on a survey recorded in Deed Book 541 at 507 of the Deed Records of Harrison County, Mississippi; thence run from said point of commencement N 85°33'05" W 175.51 feet to an iron pipe marking the Point Of Beginning; thence S 00° 13'45" E 1500.00 feet to an iron rod on the high bank of the Industrial Seaway; thence continue S 00°13'45" E 50.75 feet to the water’s edge of said Industrial Seaway; thence N 70°49'19" W 77.40 feet along said water’s edge; thence N 75°54'37" W 77.40 feet along said water’s edge; thence N 00°13'45" W 38.57 feet to an iron rod on the high bank of the Industrial Seaway; thence continue N 00°13'45" W 1335.00 feet to an iron rod on the south margin of Reichold Road; thence N 89°35'24" E 518.93 feet to the Point Of Beginning.

Said parcel of land contains 757,140 square feet or 17.382 acres, more or less.

Ad Valorem taxes for the current year are prorated and assumed by the Grantees.

This conveyance is subject to all restrictive covenants and easements of record.

The above described land shall be used for constructing an asphalt plant, and if the Purchaser fails to use the land for said purpose within one year from the date of the sale,
Sellers shall have the option, but not the obligation, to repurchase such land at the purchase price as stated above.

Witness my signature on this the ___ day of __________________, 2000.

HARRISON COUNTY DEVELOPMENT COMMISSION

BY: _____________________________

ATTEST:

SECRETARY

HARRISON COUNTY BOARD OF SUPERVISORS

BY: _____________________________

ATTEST:

CLERK
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the _____ day of
______ __________, 2001, the undersigned authority in and for the County and State
aforesaid, the within named Leroy Urie, President, and Frank Castiglia, Jr., Secretary, of
the Harrison County Development Commission, a public entity of the State of Mississippi,
and who acknowledged that they signed and delivered the above and foregoing
instrument on the day and year therein set out as the act and deed of the Harrison County
Development Commission, they having full authority to do so.

WITNESS my hand and official seal of office on this the _____ day of

NOTARY PUBLIC

My Commission Expires:
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the _____ day of ______________________, 2001, the undersigned authority in and for the County and State aforesaid, the within named Larry Benefield, President, and John McAdams, Clerk, of The Harrison County Board of Supervisors, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Board of Supervisors, they having full authority to do so.

WITNESS my hand and official seal of office on this the _____ day of ______________________, 2001.

NOTARY PUBLIC

My Commission Expires:
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2001 TERM

ORDER

There next came on for consideration the request of the HARRISON COUNTY DEVELOPMENT COMMISSION to concur in a Resolution to convey a 29.97 acre tract of real property located in the Bernard Bayou Industrial District in the First Judicial District of Harrison County, Mississippi, to WARREN PAVING, INC., and after a full discussion of the subject, Supervisor MARLIN R. LADNER offered the adoption of the following Order, to-wit:

AN ORDER CONCURRING IN THE RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING THE CONVEYANCE OF A CERTAIN 29.97 ACRE TRACT OF REAL PROPERTY LOCATED IN THE BERNARD BAYOU INDUSTRIAL DISTRICT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI TO WARREN PAVING, INC. PURSUANT TO THE TERMS AND CONDITIONS OF THE CONTRACT ATTACHED AS EXHIBIT "A" TO THE RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION.

It is, therefore,

ORDERED, that receipt of a Resolution by the Harrison County Development Commission authorizing the conveyance of a 29.97 acre tract of real property located in the Bernard Bayou Industrial District, First Judicial District of Harrison County, Mississippi, to WARREN PAVING, INC. pursuant to the terms and conditions of the contract attached to said Resolution as Exhibit "A" and requesting the Harrison County Board of Supervisors to concur therein and join in said conveyance is hereby acknowledged. It is, further,

ORDERED, that this Board does concur in said Resolution and adopts the findings contained therein; and it is, further,

ORDERED, that the Harrison County Board of Supervisors does hereby approve the conveyance of a 29.97 acre tract of real property located in the Bernard Bayou Industrial District, First Judicial District, Harrison County, Mississippi to WARREN PAVING, INC.
pursuant to the terms and conditions contained in the contract attached as Exhibit "A" to the Resolution of the Harrison County Development Commission; and it is, further,

ORDERED, that the President and Clerk of this Board are hereby authorized and directed to execute a Special Warranty Deed in substantial conformity to the Special Warranty Deed attached as Exhibit "B" to the Resolution of the Harrison County Development Commission.

SUPERVISOR CONNIE M. ROCKCO seconded the motion, and on a roll call vote, the result was as follows:

Supervisor Bobby Eleuterius Voted: AYE
Supervisor Larry Benefield Voted: AYE
Supervisor Marlin R. Ladner Voted: AYE
Supervisor William Martin Voted: AYE
Supervisor Connie M. Rockco Voted: AYE

A majority of the Supervisors present and voting in the affirmative, the President declared the motion carried and the order adopted on the 14th day of May, 2001.
The following Resolution of the Harrison County Development Commission came before the Board for consideration:

RESOLUTION

There next came on for discussion the conveyance of certain real property located in the Bernard Bayou Industrial District to AMERICAN CAT CON, LLC, and after a general discussion of the subject Commission Member Elmer Williams offered the adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING THE CONVEYANCE OF AN APPROXIMATE 1 ACRE PARCEL OF REAL PROPERTY LOCATED IN PORT INTRAPLEX OF THE BERNARD BAYOU INDUSTRIAL DISTRICT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI TO AMERICAN CAT CON, LLC PURSUANT TO THE TERMS AND CONDITIONS OF THE CONTRACT ATTACHED AS EXHIBIT "A" HERETO.

BE IT RESOLVED by the Harrison County Development Commission that:

WHEREAS, the Harrison County Development Commission does find and does so adjudicate that it would be in the public interest to sell a certain parcel of real property located in the Bernard Bayou Industrial District to AMERICAN CAT CON, LLC for the purpose of constructing a building to operate a precious metal extruder/processor business, for the amount of FIFTY-FIVE THOUSAND 00/100 DOLLARS ($55,000.00), which the Harrison County Development Commission does find and adjudicate is a fair and reasonable price for said property; and

WHEREAS, the Harrison County Development Commission does find and so adjudicate that the sale of said real property shall be made pursuant the terms and conditions of the Real Estate Purchase Contract attached hereto as Exhibit "A" and does so find and adjudicate that said terms are fair and reasonable and ensure that the conveyance contemplated therein shall be in furtherance of the goals and purposes of the
Harrison County Development Commission as articulated in Mississippi Code §§ 59-9-1, et seq.

WHEREAS, the Harrison County Board of Supervisors, should be requested to concur herein and to join in the execution and conveyance. It is therefore,

RESOLVED, that the Harrison County Development Commission does hereby approve and authorize the execution of the Real Estate Purchase Contract attached as Exhibit "A" hereto and approves the conveyance of 1.000 acre of real property located in the Bernard Bayou Industrial District, First Judicial District to AMERICAN CAT CON, LLC pursuant to the terms and conditions contained in said contract; and it is, further

RESOLVED, that the President and Secretary of the Harrison County Development Commission are hereby authorized and directed to execute a Special Warranty Deed conveying said real property in substantial conformity to the Special Warranty Deed attached as Exhibit "B"; it is, further

RESOLVED, that the Harrison County Board of Supervisors is hereby requested to concur in this resolution and to join in the conveyance and execution of the Special Warranty Deed contemplated by the contract attached as Exhibit "B".

COMMISSION MEMBER Frank Castiglia, Jr. seconded the motion, and on a roll call vote, the result was as follows:

Commissioner Bert Allen Voted: AYE
Commissioner Richard Bennett, Jr. Voted: AYE
Commissioner Frank Castiglia, Jr. Voted: AYE
Commissioner Paige Gutierrez Voted: ABSENT
Commissioner Franklin Kyle, Jr. Voted: AYE
Commissioner Eaton Lang Voted: AYE
Commissioner William H. Lyons Voted: ABSENT
Commissioner Don Mason Voted: AYE
Commissioner Bruce Nourse Voted: AYE
A majority of the Members present and voting in the affirmative, the President declared the motion carried and the resolution adopted on the 24th day of April, 2001.
STATE OF MISSISSIPPI
COUNTY OF HARRISON

CERTIFICATE

I, Merry Mayo, Staff Secretary of the Harrison County Development Commission, hereby certify that the attached Resolution dated April 24, 2001, is a true and correct copy of such Resolution adopted on such date.

WITNESS MY SIGNATURE, this the 10th day of May, 2001.

Merry Mayo, Staff Secretary
Harrison County Development Commission

SWORN TO AND SUBSCRIBED BEFORE ME, this the 10th day of May, 2001.

Brenda F. Alexander
NOTARY PUBLIC

MY COMMISSION EXPIRES:
3/7/02
REAL ESTATE PURCHASE CONTRACT

This is a contract by and between the HARRISON COUNTY DEVELOPMENT COMMISSION, acting for and on behalf of HARRISON COUNTY, MISSISSIPPI, (hereinafter referred to as "Seller"), and American Cat Con LLC, (hereinafter referred to as "Buyers").

WHEREAS, Seller owns certain real property which Seller desires to sell to Buyer and which Buyer wishes to purchase from Seller.

NOW, THEREFORE, in consideration of mutual promises, warranties and undertakings expressed herein, Seller and Buyer agree as follows:

1. AGREEMENT. Subject to the terms and conditions of this Contract, Seller shall sell to Buyer, and Buyer shall purchase from Seller, that certain tract of real property, located in Harrison County, Mississippi, in the Bernard Bayou Industrial District (Exhibit "A").

2. PURCHASE PRICE. The Purchase Price for the Property is $55,000 per acre. Said Purchase Price is to be paid in cash at closing.

3. PURPOSE. The above described land will be used for the specific purpose of precious metals recovery/processing operation, and such conveyance shall contain a covenant providing that if the Purchaser fails to use the land for said purpose within one (1) year from the date of this sale, Seller shall have the option, but not the obligation to repurchase said land at the price paid in Section 2 above less any legal, engineering or real estate fees incurred by the Commission relating to this sale. Any improvements made by the purchaser, prior to the expiration of the Commission's right to repurchase the property, other than improvements made in furtherance of the stated purpose shall be made at the risk of the purchaser.

4. DEPOSIT. The buyer has delivered to the Harrison County Development Commission an amount equal to 10% of the purchase price stipulated in paragraph 2 above. In the event the transaction contemplated hereby closes as provided herein, the Deposit shall be credited against the portion of the Purchase Price payable in cash at Closing. If the transaction fails to close due to operation of paragraph 10, or in the event that the Harrison County Development Commission and/or the Harrison County Board of Supervisors decline to approve the sale contemplated by this contract, then the Deposit shall be disbursed to the Buyer. If the transaction otherwise fails to close due to Seller's inability or refusal to perform in breach hereof, the Buyer shall be entitled to the prompt return to it of the Deposit.

5. EXPENSES AND PRORATION ITEMS. Each party shall bear its own internal costs including attorney's fees. Real estate taxes, utilities, and any other similar assessment affecting title to the Property shall be prorated as of the date of Closing. Recording fees to record the deed conveying title to the Property shall be paid by Seller.

6. BROKER. The Seller and Buyer warrant and represent to each other that no broker has assisted in the transaction contemplated by this Contract and that no broker is entitled to a commission upon closing or otherwise.

7. TITLE. At Closing, Seller will transfer title to the Property to Buyer by Special Warranty Deed. Buyer shall take title as follows: American Cat Con LLC. Title may not be assigned after approval of this contract by the Harrison County Development Commission. Such request is approved by the Board of Commissioners of the Harrison County Development Commission at a regular monthly meeting of same and by the Harrison County Board of Supervisors.
8. INDEMNIFICATION. The Purchaser shall protect and indemnify and hold harmless Harrison County and the Harrison County Board of Supervisors and the Harrison County Development Commission, its members, directors, officers, employees, agents, and any successors thereof from any and all loss, damages, suits, penalties, costs, liability, or expenses arising out of any claim for loss or damage to property, injuries to or death of persons, contamination of or adverse effect on the environment, or any violation of federal, state, or local environmental laws, ordinances, rules, or regulations, caused by or resulting from any hazardous materials, substance, gas, or liquid as defined by the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9691, et seq., or other similar federal, state, or local law or ordinance in the rules or regulations promulgated thereof under which would necessitate response or remedial action under the aforesaid laws, ordinances, rules, or regulations, arising from the acts and/or omissions of Purchaser. These indemnifications and hold harmless obligations shall be in addition to any and all other remedies available to Seller.

9. SELLER REPRESENTATION. Seller knows of no hazardous substances on or under the property and, if any such information comes to the attention of Seller prior to closing, Seller will promptly notify purchaser in writing.

10. TITLE INSPECTIONS. Buyer at its option, within fifteen (15) days of the Effective Date hereof, obtain title insurance commitment relating to the Property, together with copies of all recorded documents referred to in the commitment, committing to insure marketable fee simple title in Buyer, subject only to standard title insurance except, any and all easements, rights-of-way of record, covenants, and/or other matters approved by Buyer as herein provided. Within fifteen (15) days after Buyer's receipt of the title commitment, Buyer shall give Seller notice of any exception to title to which Buyer objects. In the event that Seller are unable or unwilling to remove such objectionable exceptions at or before Closing, then to the exclusion of any other remedies which might otherwise be available to Buyer, Buyer shall either, at its election, (i) proceed to Closing, with no adjustment to Purchase Price, with the objectionable exception on title, or (ii) terminate this contract and upon any such termination, excepting only the farce and effect of those provisions of this Contract which by their express terms survive termination of this Contract, this Contract shall be terminated and of no further force or effect and the parties hereto shall have no further rights or obligations under this Contract and the Deposit together with any interest earned thereon shall be promptly paid to Buyer and Buyer's sole and exclusive remedy. Failure by Buyer to timely provide Seller with notice of objections to title as described above shall be deemed to be an acceptance by Buyer of any exceptions to title to any portion of the Property which may exist.

11. NOTICES. Any notices given under this Contract shall be in writing and, except as otherwise provided herein, shall be deemed given when received. Notices may be sent via facsimile transmission. If notice is sent by certified mail, postage prepaid, addressed to the following addresses, notice will be deemed received on the earlier of the date of actual receipt or five (5) days after its deposit with the U.S. Post office. Notices sent by mail shall be addressed to the following addresses:

If to Seller:  Harrison County Development Commission
              Post Office Box 1870
              Gulfport, Mississippi 39502
              Telephone No.: (228) 863-3807
              Fax No.: (228) 863-4555
If to Buyer: American Cat Con LLC
Post Office Box 6073
Biloxi, Mississippi 39532
Telephone No.: (228) 392-4460

12. EFFECTIVE DATE. The effective date of this contract shall be on the date it is approved by the Harrison County Board of Supervisors. In the event that the contract is executed on different dates, the date of execution shall be considered to be the date it was signed by the last party.

13. BUILDING APPROVAL. No building or other construction shall be erected or placed on any lot, or altered, until the complete construction plans and specifications have been submitted to the Engineering and Maintenance Committee of the Harrison County Development Commission (HCDC) and have been approved by the HCDC through its engineering firm of Brown & Mitchell for conformance with quality of workmanship and materials, harmony and external design and for compliance with these covenants, conditions, and restrictions. In the event HCDC fails to approve any application within thirty (30) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with.

14. DRAINAGE PLAN. A drainage plan prepared and certified by a registered professional engineer must be included in the construction drawings. Drainage plans shall provide for positive drainage to existing drainage ditches or structures and/or street right-of-ways and shall not be directed to adjacent property. Drainage ways shall conform to all requirements of all applicable governmental authorities, as in effect from time to time, and no storage, discharge, or drainage of water, waste, chemicals, or other residue shall be allowed except in strict compliance with all applicable governmental rules, regulations, and authorities, as in effect from time to time.

15. COVENANTS. The covenants and obligations of this contract shall survive the execution of the Deed.

16. MISCELLANEOUS. This Contract supersedes all prior agreements between the parties with respect to the subject matter hereof. Headings are for convenience only and are not a part of this Contract. Any failure by any of the parties to comply with any of the obligations, agreement, or conditions set forth in this Contract may be waived by the other party, but any such waiver shall not be deemed a waiver of any other obligations or conditions contained in this Contract. A corporate officer signing this document on behalf of a corporate party warrants that he or she has full authority to sign this document. This Contract shall be construed and governed under the laws and jurisdiction of Mississippi. In interpreting this Contract, the presumption that contracts are to be construed against the drafter shall not be applicable. If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provisions shall be severable and the remaining provisions of this Contract shall remain in full force and effect. If a lawsuit is filed with respect to this Contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs. This Contract may not be altered, amended, or modified except by written instrument signed by all parties. This Contract may be assigned by Buyers with the prior written consent of Seller and Seller’s consent shall not be unreasonably withheld.

17. CLOSING. The sale of said property is to be closed within forty-five (45) days of approval by the Harrison County Board of Supervisors.

18. APPROVALS. This contract is conditioned upon approval of same by the Harrison County Development Commission and the Harrison County Board of Supervisors.
19. GOVERNING LAW. This Contract contains all of the agreements and representations between the parties. No change or modifications of this agreement shall be valid unless the same be in writing and signed by the Buyer and Seller.

20. SAVING CLAUSE. In the event any term or provision of this Contract should be determined to be illegal, unenforceable, or invalid, the remaining terms and provisions shall not be affected thereby and shall be read and construed as if such illegality, unenforceable, or invalid terms or provisions were not originally contained therein.

21. COUNTERPARTS. This agreement may be executed in counterparts.

The parties have hereunto set their hands with the intent to be legally bound as of the dates by their signature.

SELLER: HARRISON COUNTY DEVELOPMENT COMMISSION

By: ____________________________________ Date: __________
President

BUYER: ____________________________________ Date: __________

APPROVED:

Harrison County Development Commission
Harrison County Board of Supervisors
EXHIBIT "A"

A parcel of land located in and being a portion of Lot 12, Subdivision No. 2 of Bernard Bayou Industrial District as recorded in Plat Book 25, Page 26; also being located in the SE ¼ of Section 13, Township 7 South, Range 11 West and being located in the SW ¼ of Section 18, Township 7 South, Range 10 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at the northeast corner of said Section 13; thence S 00°17'10" W 2649.36 feet; thence S 00°37'16" E 281.32 feet to the south margin of Seaway Road; thence S 89°24'39" W 252.17 feet along said south margin of Seaway Road to the east margin of a 75-foot wide drainage easement; thence S 00°11'00" W 1183.59 feet along said east margin of a 75-foot wide drainage easement to the Point of Beginning; thence N 89°50'50" E 265.70 feet to the west margin of South Park Drive; thence S 00°09'10" E 163.70 feet along said west margin of South Park Drive; thence S 89°50'50" W 266.66 feet to the east margin of said 75-foot wide drainage easement; thence N 00°11'00" E 163.70 feet along said east margin of a 75-foot wide drainage easement to the said Point Of Beginning. The above described parcel is subject to a 20-foot wide utility easement along the east boundary. Said parcel of land contains 1.000 acre, more or less.

Said parcel of land being further referred to as being a portion of Lot 14 of an unrecorded Replat of Subdivision No. 2 of Bernard Bayou Industrial District on file at the Harrison County Development Commission in the Hancock Bank building in Gulfport, Mississippi.
STATE OF MISSISSIPPI
COUNTY OF HARRISON

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of FIFTY-FIVE THOUSAND AND 00/100
DOLLARS ($55,000.00) cash in hand paid and other good and valuable considerations,
the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,
HARRISON COUNTY DEVELOPMENT COMMISSION, Post Office Box 1870, Gulfport,
Mississippi, 39502, (228-863-3807), acting for and on behalf of the HARRISON COUNTY
BOARD OF SUPERVISORS, and the HARRISON COUNTY BOARD OF SUPERVISORS,
Harrison County Courthouse, Gulfport, Mississippi 39502 (228-865-4001), and jointly
acting for and on behalf of HARRISON COUNTY, MISSISSIPPI, as Grantors, do hereby
sell, convey and specially warrant unto AMERICAN CAT CON, LLC, as Grantee, the
following described property situated in Harrison County, Mississippi, to-wit:

A parcel of land located in and being a portion of Lot 12, Subdivision No.
2 of Bernard Bayou Industrial District as recorded in Plat Book 25, Page 26;
also being located in the SE ¼ of Section 13, Township 7 South, Range 11
West and being located in the SW ¼ of Section 18, Township 7 South,
Range 10 West; City of Gulfport, First Judicial District of Harrison County,
Mississippi; and being more particularly described as follows:

Commence at the northeast corner of said Section 13; thence S 00°17'10" W 2649.36 feet; thence S 00°37'16" E 281.32 feet to the south margin
of Seaway Road; thence S 89°24'39" W 252.17 feet along said south margin of Seaway Road to the east margin of a 75-foot wide drainage
easement; thence S 00°11'00" W 1183.58 feet along said east margin of a 75-foot wide drainage easement to the Point of Beginning; thence N 89°50'50" E 265.70 feet to the west margin of South Park Drive; thence
S 00°09'10" E 163.70 feet along said west margin of South Park Drive; thence S 89°50'50" W 266.66 feet to the east margin of said 75-foot wide drainage easement; thence N 00°11'00" E 163.70 feet along said east margin of a 75-foot wide drainage easement to the said Point Of Beginning.
The above described parcel is subject to a 20-foot wide utility easement
along the east boundary. Said parcel of land contains 1.000 acre, more or
less.
Said parcel of land being further referred to as being a portion of Lot 14 of an unrecorded Replat of Subdivision No. 2 of Bernard Bayou Industrial District on file at the Harrison County Development Commission in the Hancock Bank building in Gulfport, Mississippi.

Ad Valorem taxes for the current year are prorated and assumed by the Grantees.

This conveyance is subject to all restrictive covenants and easements of record.

The above described land shall be used for constructing a building to operate a precious metal extruder/processor business, and if the Purchaser fails to use the land for said purpose within one year from the date of the sale, Sellers shall have the option, but not the obligation, to repurchase such land at the purchase price as stated above.

Witness my signature on this the __________ day of ________________, 2000.

HARRISON COUNTY DEVELOPMENT COMMISSION

BY: ____________________________

ATTEST:

SECRETARY

HARRISON COUNTY BOARD OF SUPERVISORS

BY: ____________________________

ATTEST:

CLERK
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the _____ day of
__________________, 2000, the undersigned authority in and for the County and State
aforesaid, the within named Leroy Urie, President, and Frank Castiglia, Jr., Secretary, of
the Harrison County Development Commission, a public entity of the State of Mississippi,
and who acknowledged that they signed and delivered the above and foregoing
instrument on the day and year therein set out as the act and deed of the Harrison County
Development Commission, they having full authority to do so.

WITNESS my hand and official seal of office on this the _____ day of

NOTARY PUBLIC

My Commission Expires:
STATE OF MISSISSIPPI  
COUNTY OF HARRISON  

PERSONALLY came and appeared before me on this the _____ day of __________, 2001, the undersigned authority in and for the County and State aforesaid, the within named Larry Benefield, President, and John McAdams, Clerk, of The Harrison County Board of Supervisors, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Board of Supervisors, they having full authority to do so.

WITNESS my hand and official seal of office on this the _____ day of __________, 2001.

__________________________  
NOTARY PUBLIC  

My Commission Expires:

__________________________
ORDER

There next came on for consideration the request of the HARRISON COUNTY DEVELOPMENT COMMISSION to concur in a Resolution to convey a 1.000 acre parcel of real property located in the Bernard Bayou Industrial District in the First Judicial District of Harrison County, Mississippi, to AMERICAN CAT CON, LLC, and after a full discussion of the subject, Supervisor CONNIE M. ROCKCO offered the adoption of the following Order, to-wit:

AN ORDER CONCURRING IN THE RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING THE CONVEYANCE OF AN APPROXIMATE 1 ACRE PARCEL OF REAL PROPERTY LOCATED IN PORT INTRAPLEX OF THE BERNARD BAYOU INDUSTRIAL DISTRICT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI TO AMERICAN CAT CON LLC PURSUANT TO THE TERMS AND CONDITIONS OF THE CONTRACT ATTACHED AS EXHIBIT "A" TO THE RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION.

It is, therefore,

ORDERED, that receipt of a Resolution by the Harrison County Development Commission authorizing the conveyance of a 1.000 acre parcel of real property located in the Bernard Bayou Industrial District, First Judicial District of Harrison County, Mississippi, to AMERICAN CAT CON, LLC pursuant to the terms and conditions of the contract attached to said Resolution as Exhibit "A" and requesting the Harrison County Board of Supervisors to concur therein and join in said conveyance is hereby acknowledged. It is, further,

ORDERED, that this Board does concur in said Resolution and adopts the findings contained therein; and it is, further,

ORDERED, that the Harrison County Board of Supervisors does hereby approve the conveyance of a 1.000 acre parcel of real property located in the Bernard Bayou Industrial
District, First Judicial District, Harrison County, Mississippi to AMERICAN CAT CON, LLC pursuant to the terms and conditions contained in the contract attached as Exhibit "A" to the Resolution of the Harrison County Development Commission; and it is, further, ORDERED, that the President and Clerk of this Board are hereby authorized and directed to execute a Special Warranty Deed in substantial conformity to the Special Warranty Deed attached as Exhibit "B" to the Resolution of the Harrison County Development Commission.

SUPERVISOR BOBBY ELEUTERIUS seconded the motion, and on a roll call vote, the result was as follows:

Supervisor Bobby Eleuterius Voted: AYE
Supervisor Larry Benefield Voted: AYE
Supervisor Marlin R. Ladner Voted: AYE
Supervisor William Martin Voted: AYE
Supervisor Connie M. Rockco Voted: AYE

A majority of the Supervisors present and voting in the affirmative, the President declared the motion carried and the order adopted on the 14th day of May, 2001.
The following Resolution of the Harrison County Development Commission came before the Board for consideration:

RESOLUTION

There next came on for discussion the of declaring certain real property to be surplus and authorizing the sale of same, and after a general discussion of the subject Commission Member Elmer Williams offered the adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION DECLARING CERTAIN REAL PROPERTY TO BE SURPLUS AND REQUESTING THAT THE HARRISON COUNTY BOARD OF SUPERVISORS JOIN IN SAID DECLARATION AND REQUESTING THAT THE HARRISON COUNTY BOARD OF SUPERVISORS AUTHORIZE AND DIRECT THE SALE OF SAID REAL PROPERTY PURSUANT TO THE MANNER PRESCRIBED BY LAW.

BE IT RESOLVED by the Harrison County Development Commission that:

WHEREAS, the Harrison County Development Commission owns certain real property lying adjacent to the right-of-way for the railroad spur track servicing the Pass Christian Industrial Park; said real property is more particularly described as follows:

All that portion of Lots 40 and 41 lying southeast of the southeast right-of-way of a railroad spur track to the Pass Christian Industrial Park; Block 1 (One), Woodman of the World Subdivision (Subdivision Copy Plat Book 3, Page 217), City of Pass Christian, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning, Commence at the southeast corner of said Lot 41, Block 1 (One), Woodman of the World Subdivision; thence S 69°34'01" W 55.00 feet along the southerly line of said Lot 41 to the southwest corner of said Lot 41; thence N 20°25'59" W 20.58 feet along the westerly line of said Lot 41 to the intersection with the southeast right-of-way curve of a railroad spur track to the Pass Christian Industrial Park; thence northeasterly 76.49 feet (railroad arc) or 76.74 feet (roadway arc) along said southeast right-of-way curve of a railroad spur track to the Pass Christian Industrial park, said curve being concave to the southeast, having a central angle of 12°16'48" with a radius of 358.06 feet, also having a chord bearing and distance of N 25°27'43" E 76.59 feet to a point on the easterly line of said Lot 40; thence S 20°25'59" E 73.89 feet along the east line of said Lots 40 and 41 to the said Point Of Beginning.

Said parcel of land contains 2,703 square feet or 0.062 acre, more or less.
WHEREAS, said real property can no longer be utilized by the Harrison County Development Commission or Harrison County for industrial operations or other purposes; and

WHEREAS, this Development Commission hereby finds and so declares that said real property is surplus property. It is, therefore,

RESOLVED, that the following described real property is hereby declared to be surplus by this Commission:

All that portion of Lots 40 and 41 lying southeast of the southeast right-of-way of a railroad spur track to the Pass Christian Industrial Park; Block 1 (One), Woodman of the World Subdivision (Subdivision Copy Plat Book 3, Page 217), City of Pass Christian, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning, Commence at the southeast corner of said Lot 41, Block 1 (One), Woodman of the World Subdivision; thence S 69°34'01" W 55.00 feet along the southerly line of said Lot 41 to the southwest corner of said Lot 41; thence N 20°25'59" W 20.58 feet along the westerly line of said Lot 41 to the intersection with the southeast right-of-way curve of a railroad spur track to the Pass Christian Industrial Park; thence northeasterly 76.49 feet (railroad arc) or 76.74 feet (roadway arc) along said southeast right-of-way curve of a railroad spur track to the Pass Christian Industrial park, said curve being concave to the southeast, having a central angle of 12°16'48" with a radius of 358.06 feet, also having a chord bearing and distance of N 25°27'43" E 76.59 feet to a point on the easterly line of said Lot 40; thence S 20°25'59" E 73.89 feet along the east line of said Lots 40 and 41 to the said Point Of Beginning.

Said parcel of land contains 2,703 square feet or 0.062 acre, more or less.

It is, further,

RESOLVED, that the Harrison County Board of Supervisors is requested to concur in this Resolution and is further requested to authorize and direct this Commission to sell said property in the manner prescribed by law.
COMMISSION MEMBER Philip Terrell seconded the motion, and on a roll call vote, the result was as follows:

- Commissioner Bert Allen: Voted: **AYE**
- Commissioner Richard Bennett, Jr.: Voted: **AYE**
- Commissioner Frank Castiglia, Jr.: Voted: **AYE**
- Commissioner Paige Gutierrez: Voted: **ABSENT**
- Commissioner Franklin Kyle, Jr.: Voted: **AYE**
- Commissioner Eaton Lang: Voted: **AYE**
- Commissioner William H. Lyons: Voted: **ABSENT**
- Commissioner Don Mason: Voted: **AYE**
- Commissioner Bruce Nourse: Voted: **AYE**
- Commissioner Philip Terrell: Voted: **AYE**
- Commissioner Leroy Urie, President: Voted: **AYE**
- Commissioner Elmer Williams: Voted: **AYE**

A majority of the Members present and voting in the affirmative, the President declared the motion carried and the resolution adopted on the 24th day of April, 2001.
STATE OF MISSISSIPPI
COUNTY OF HARRISON

CERTIFICATE

I, Merry Mayo, Staff Secretary of the Harrison County Development Commission, hereby certify that the attached Resolution dated April 24, 2001, is a true and correct copy of such Resolution adopted on such date.

WITNESS MY SIGNATURE, this the 10 day of May, 2001.

Merry Mayo
Staff Secretary
Harrison County Development Commission

SWORN TO AND SUBSCRIBED BEFORE ME, this the 10 day of May, 2001.

Brenda F. Alexander
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:

3/17/02
ORDER

There next came on for consideration the request of the HARRISON COUNTY
DEVELOPMENT COMMISSION to concur in a Resolution declaring certain real property
to be surplus and authorizing the sale of same and after a full discussion of the subject,
Supervisor WILLIAM W. MARTIN offered the adoption of the following
Order, to-wit:

AN ORDER CONCURRING IN THE RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT
COMMISSION DECLARING CERTAIN REAL PROPERTY TO BE SURPLUS AND REQUESTING
THAT THE HARRISON COUNTY BOARD OF SUPERVISORS JOIN IN SAID DECLARATION AND
REQUESTING THAT THE HARRISON COUNTY BOARD OF SUPERVISORS AUTHORIZE AND
DIRECT THE SALE OF SAID REAL PROPERTY PURSUANT TO THE MANNER PRESCRIBED BY
LAW.

It is, therefore,

ORDERED, that receipt of a Resolution by the Harrison County Development
Commission declaring certain real property to be surplus and requesting the Harrison
County Board of Supervisors to concur therein and authorize the sale of same is hereby
acknowledged. It is, further,

ORDERED, that this Board does concur in said Resolution and adopts the findings
contained therein; and it is, further,

ORDERED, that the Harrison County Board of Supervisors does hereby delegate,
assign and request the staff of the Harrison County Development Commission to sell the
real property described in said Resolution.
SUPERVISOR MARLIN R. LADNER seconded the motion, and on a roll call vote, the result was as follows:

- Supervisor Bobby Eleuterius Voted: AYE
- Supervisor Larry Benefield Voted: AYE
- Supervisor Marlin R. Ladner Voted: AYE
- Supervisor William Martin Voted: AYE
- Supervisor Connie M. Rockco Voted: AYE

A majority of the Supervisors present and voting in the affirmative, the President declared the motion carried and the order adopted on the 14th day of May, 2001.
Supervisor MARLIN R. LADNER moved adoption of the following:

ORDER APPROVING SALARY INCREASES IN THE TOTAL AMOUNT OF $12,817.80 IN THE EIGHTH CHANCERY COURT DISTRICT OF HARRISON COUNTY, AND APPROVING BUDGET AMENDMENT FOR SAME

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the following salary increases, totaling $12,817.80, in the Eighth Chancery Court District of Harrison County:

Increase annual salary of Deputy Court Administrator Toni C. Ross from $30,138.36, plus benefits, to $32,162.88, plus benefits.

Increase annual salary of Ellen M. Allred, Law Clerk, from $33,162.88, plus benefits, to $45,000, plus benefits, and change her employment designation from Law Clerk to Staff Attorney.

IT IS FURTHER ORDERED that the Board does HEREBY APPROVE budget amendment for said items.

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 AYE

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 14th day of May 2001.

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

ORDER ACKNOWLEDGING RECEIPT OF AND APPROVING PETITIONS FOR CHANGES TO THE 2000 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 approve the following petitions for changes to the 2000 Real and Personal Property Roll, as recommended by the Tax Assessor:
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Total Increase: Total Decrease: -418,721
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**INCORRECT INVENTORY**:
- Name: [Redacted]
- Date: 5/9/2001
- Page: [Redacted]

**STC Action**:
- Total Decrease: -525
- Total Increase: 761
- Total Assessment: 1286

**MAY 2001 TERM**
Board of Supervisors, Harrison County, Mississippi

Minute Book

479
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 AYE

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 14th day of May 2001.

* * *

The scheduled discussion with Mr. Taylor Guild on the Hazard Mitigation Grant Structural Assessment was held over until a later meeting.

* * *
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2001 TERM

Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER ACKNOWLEDGING RECEIPT OF VARIOUS CHECKS AND CASH TOTALING $271.00 RECEIVED BY THE TAX ASSESSOR AS FEES COLLECTED FOR COPIES OF MAPS AND REAL PROPERTY DATA RELEASE FOR THE MONTH OF APRIL, 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 $271.00 received by the Tax Assessor as fees collected for copies of maps and real property data release for the month of April, to be deposited in the Harrison County General Fund.

Supervisor MARLIN R. LADNER 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.

* * *
Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER APPROVING TRAVEL, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the following travel:

Amy Carpenter, Shirley Delmont, Brenda Jackson, Bert Ladner, Robyn Shaw and Rhonda Pruitt to attend the 27th Annual IAAO School in Jackson, Mississippi June 4-8, 2001, the estimated cost per person being $695.00.

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 AYE

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 14th day of May 2001.
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2001 TERM

Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER ACCEPTING THE FINAL PLAT OF SHADOW CREEK
SUBDIVISION, PHASE 3, LOCATED IN SECTION 22, TOWNSHIP 6
SOUTH, RANGE 10 WEST IN SUPERVISOR'S VOTING DISTRICT 5,
AND A $10,000.00 COMPLETION AND MAINTENANCE BOND, AS
RECOMMENDED BY ROBERT J. KNESAL, COUNTY ENGINEER

There came on this day for consideration by the Board of Supervisors
of Harrison County, Mississippi, final approval and acceptance of the plat of
Shadow Creek Subdivision, Phase 3, located in Section 22, Township 6 South,
Range 10 West in Supervisor's Voting District 5, First Judicial District of
Harrison County, Mississippi, and the Board having considered said matter
finds as follows, to-wit:

1. That said Plat conforms to the Order of the Board dated January 31,
   1974, as appears in Minute Book 90, at pages 114-163, inclusive, as amended,
   concerning the platting and subdividing of real property.

2. That Shadow Creek Subdivision, Phase 3, borders on a county owned
   and maintained road.

3. That Robert J. Knesal, County Engineer, has recommended that the
   county approve and accept said subdivision and accept a completion and
   maintenance bond of $10,000.00.

IT IS THEREFORE ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON
COUNTY, MISSISSIPPI, that upon the recommendation of Robert J. Knesal, P.E.,
the plat of Shadow Creek Subdivision, Phase 3, being a subdivision platted
along an existing county owned and maintained road and being located in
Section 13, Township 6 South, Range 11 West in Supervisor's Voting District 5,
First Judicial District of Harrison County, Mississippi, be and the same is
HEREBY FINALLY APPROVED AND ACCEPTED.

IT IS FURTHER ORDERED that the Board does HEREBY ACCEPT a $10,000.00
completion and maintenance bond.

Supervisor CONNIE M. ROCKCO seconded the motion to adopt the
above and foregoing Order, whereupon the question was put to a vote with
the following results:
MINUTE BOOK
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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 then declared the motion carried and
the Order adopted.

THIS, the 14th day of May 2001.
Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER APPROVING PAY APPLICATION NO. 3 TO H. GORDON MYRICK, INC. IN THE AMOUNT OF $59,670.00 FOR WORK PERFORMED TO DATE ON THE HARRISON COUNTY SOCCER COMPLEX CONCESSION FACILITY, AS RECOMMENDED BY BOBBY KNESAL, COUNTY ENGINEER, PAYABLE FROM 121-100-901

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE Pay Application No. 3 to H. Gordon Myrick, Inc. in the amount of $59,670.00 for work performed to date on the Harrison County Soccer Complex Concession Facility, as recommended by Bobby Knesal, County Engineer, payable from 121-100-901.

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 AYE

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 14th day of May 2001.
Supervisor MARLIN R. LADNER moved adoption of the following:

ORDER APPROVING CHANGE ORDER NO. 1 TO FORE
CONSTRUCTION, INC. CONTRACT FOR A CREDIT OF $41,023.80
FOR THE I-10 FRONTAGE ROAD EXTENSION BETWEEN CANAL
ROAD AND 34TH AVENUE

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE the following Change Order
No. 1 to Fore Construction, Inc. contract for a credit of $41,023.80 for the I-10
Frontage Road Extension between Canal Road and 34th Avenue:
CHANGE ORDER

No. 1
Dated May 14, 2001

Owner's Project No. N/A

Engineer's Project No. N/A

Project 1-10 Frontage Road Extension between Canal Road & 34th Avenue

Owner Harrison County Board of Supervisors

Contractor Fore Construction, Inc.

Contract Date May 5, 2001

Contract For 1-10 Frontage Road Extension between Canal Road & 34th Avenue

To: Fore Construction, Inc.

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

Owner Harrison County Board of Supervisors

By Larry Benefield, President

Date May 14, 2001

Nature of the Change

See Attached

Enclosures: Contractors breakdown of cost

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Price Prior to This Change Order</td>
<td>$390,738.00</td>
</tr>
<tr>
<td>Net (Decrease) Resulting from this Change Order</td>
<td>$50,148.00</td>
</tr>
<tr>
<td>Current Contract Price Including This Change Order</td>
<td>$340,590.00</td>
</tr>
</tbody>
</table>


C 1970, National Society of Professional Engineers
MINUTE BOOK
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Contract Time Prior to This Change Order 90 Calendar Days.
Net (Increase) (Decrease) Resulting From This Change Order 0 Calendar Days.
Current Contract Time Including This Change Order 90 Calendar Days.

The Above Changes Are Approved:
Harrison County Engineering, Department
ENGINEER
By ________________________________
Robert J. Knesal, P.E.
Date May 14, 2001

The Above Changes Are Accepted:
Fore Construction, Inc.
CONTRACTOR
By ________________________________
Date ________________________________
CHANGE ORDER

No. 1

Dated May 14, 2001

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

Project 1-10 Frontage Road Extension between Canal Road & 34th Avenue

Owner Harrison County Board of Supervisors

Contractor Fore Construction, Inc. Contract Date May 5, 2001

Contract For 1-10 Frontage Road Extension between Canal Road & 34th Avenue

To: Fore Construction, Inc. Contractor

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

Owner Harrison County Board of Supervisors

By Larry Benefield, President

Date May 14, 2001

Nature of the Change

See Attached

Enclosures: Contractors breakdown of cost

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

Contract Price Prior to This Change Order $390,738.00

Net (Decrease) Resulting from this Change Order $41,023.80

Current Contract Price Including This Change Order $349,714.20

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Contract Time Prior to This Change Order

90 Calendar Days.

Net (Increase) (Decrease) Resulting From This Change Order

0 Calendar Days.

Current Contract Time Including This Change Order

90 Calendar Days.

The Above Changes Are Approved:

Harrison County Engineering, Department
ENGINEER

By
Robert J. Knesal, P.E.

Date May 14, 2001

The Above Changes Are Accepted:

Fore Construction, Inc.
CONTRACTOR

By

Date 5/14/01
**Change Order No. One (1)**

**Revised Schedule of Values**

**May 14, 2001**

**I-10 Frontage Road Extension Between Canal Road & 34th Avenue, Harrison County, MS**

<table>
<thead>
<tr>
<th>BID ITEM DESCRIPTION</th>
<th>Bid</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear &amp; Grub</td>
<td>5</td>
<td>Acre</td>
<td>$3,336.00</td>
<td>$16,680.00</td>
<td></td>
</tr>
<tr>
<td>8' x 5' Precast Double Barrel Box Culvert</td>
<td>44</td>
<td>L. F.</td>
<td>1,215.00</td>
<td>53,460.00</td>
<td></td>
</tr>
<tr>
<td>Precast Wing Wall End Sections</td>
<td>2</td>
<td>Assem.</td>
<td>1,200.00</td>
<td>2,400.00</td>
<td></td>
</tr>
<tr>
<td>24&quot; Diameter RCCP</td>
<td>320</td>
<td>L. F.</td>
<td>38.65</td>
<td>12,388.00</td>
<td></td>
</tr>
<tr>
<td>24&quot; Diameter F.E.S.</td>
<td>16</td>
<td>Each</td>
<td>580.00</td>
<td>9,280.00</td>
<td></td>
</tr>
<tr>
<td>Sub-Grade Preparation (P.M.)</td>
<td>1,600</td>
<td>C. Y.</td>
<td>3.15</td>
<td>5,040.00</td>
<td></td>
</tr>
<tr>
<td>Tensar BX 1100 Geogrid</td>
<td>14,544</td>
<td>S. Y.</td>
<td>3.15</td>
<td>45,813.60</td>
<td></td>
</tr>
<tr>
<td>Select Borrow Material (L.V.M.)</td>
<td>23,142</td>
<td>C. Y.</td>
<td>5.30</td>
<td>122,852.60</td>
<td></td>
</tr>
<tr>
<td>Processing of 6&quot; Base for Shoulders</td>
<td>-</td>
<td>S. Y.</td>
<td>3.00</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Processing of 10&quot; Base for Roadway</td>
<td>12,800</td>
<td>S. Y.</td>
<td>3.00</td>
<td>38,400.00</td>
<td></td>
</tr>
<tr>
<td>Lime for Processing into Base</td>
<td>175</td>
<td>Tons</td>
<td>100.00</td>
<td>17,500.00</td>
<td></td>
</tr>
<tr>
<td>Fly Ash for Processing into Base</td>
<td>550</td>
<td>Tons</td>
<td>40.00</td>
<td>22,000.00</td>
<td></td>
</tr>
<tr>
<td>Vegetative Cover - Seeding &amp; Mulch</td>
<td>103,000</td>
<td>S. F.</td>
<td>0.04</td>
<td>4,120.00</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL BID AMOUNT</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$349,714.20</strong></td>
<td></td>
</tr>
</tbody>
</table>
Supervisor CONNIE M. ROCKCO 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.

* * *

The request to abandon end of Landfair roadway easement, located in Section 24, Township 6 South, Range 10 West, Supervisor's Voting District 1, was held over until the County Engineer can verify that adjacent land owners have access to their property.
The following items came on for discussion by the Board, with no Board action being taken at this time:

1) Supervisor Ladner inquired whether the Board's approval of the raises in the Court was a ministerial function. The Board Attorney confirmed it was so.

2) Supervisor Rockco expressed her concern about the 35 feet easement left as an access to a 12-acre piece of land adjacent to the Shadow Creek Subdivision. The County Engineer stated that the width of a County road is usually 27 feet and that the owner could therefore access his property.

3) The Board Attorney reported that land access in the Palmer Creek matter may be settled prior to the Board hearing. He also reported that he needed the name of a contact person at MDOT to settle the reverter of Mr. Boudreaux's land. The Board suggested he contact A. Garner Russell.

4) The Zoning Administrator reported that his office has received numerous requests for zoning changes for manufactured homes after the owner has installed a septic system and/or a manufactured home on the property prior to making application with his office. The Board Attorney was requested to draft an Ordinance requiring manufactured homes dealers and the Health Department to post zoning requirements, such as an instruction sheet, to obtain mobile home permit.

5) The Board inquired about completion of Phase II of the courthouse renovations. The County Administrator reported that the contractor was working within the assigned time frame stipulated in his contract.

6) Supervisor Rockco inquired about free use of the skate park for disadvantaged children. The County Administrator reported that this is taking place. Everything seems to be running well.
7) The Chancery Judges requested that the Board look into securing the courthouses. The Sheriff's Department has developed a plan for the Board to review during a work session.

8) The Board suggested that the Sand Beach Director use lowest salary employees to work overtime during holidays.
ORDINANCE NO. 0104HC053

Supervisor Connie M. Rockco moved the adoption of the following order:

AN ORDER AMENDING THE OFFICIAL ZONING MAP OF THE HARRISON COUNTY ZONING ORDINANCE, ADOPTED THE 28TH DAY OF AUGUST, 2000 AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF E-1 (VERY LOW DENSITY RESIDENTIAL) DISTRICT TO THAT OF 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 east of County Farm Road and south of and adjacent to Robinson Road, should be rezoned for the purpose of subdividing the land to create 5 lots that meet or exceed the Harrison County Land Use Regulations. The ad valorem tax parcel number of the subject property is 0508A-01-003.000. The Case File Number is 0104HC053.

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 an E-1 (Very Low Density Residential) District to that of an R-2 (Medium Density Residential) District.

DESCRIPTION:

6.5 AC @ BEG AT INTER OF S MAR OF ROBINSON RD & E MAR OF TON RD E ALONG ROBINSON RD 421 FT S 630 FT W 421 FT TO TON RD N ALONG RD 630 FT TO POB PART OF NW ¼ OF NE OF SEC 3-7-12

The ad valorem Tax Parcel Number is 0508A-01-003.000.

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.
Supervisor Marlin R. Ladner 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 AYE
Supervisor MARLIN LADNER AYE
Supervisor LARRY BENEFIELD AYE
Supervisor CONNIE ROCKCO AYE
Supervisor WILLIAM MARTIN AYE

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 May, 2001.
0104HC053
Zoning Map Amendment

SPECIAL USE AND OVERLAY DISTRICTS
- Airport District
- Waterfront District
- Road center lines.shp

ROAD

0508A-01-003.000

ZONING DISTRICTS
- 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

0.8 a 0.8 Miles

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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ORDINANCE NO. 0104HC056

Supervisor Marlin R. Ladner moved the adoption of the following order:

AN ORDER AMENDING THE OFFICIAL ZONING MAP OF THE HARRISON COUNTY ZONING ORDINANCE, ADOPTED THE 28TH DAY OF AUGUST, 2000 AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF R-1 (LOW DENSITY RESIDENTIAL) DISTRICT TO THAT OF 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 Hwy 90, east of 5th Avenue, south of and adjacent to Lovers Lane, should be rezoned for the purpose of developing two single-family residences and one duplex. The ad valorem tax parcel numbers of the subject property are 0213J-02-034.000, 0213J-02-035.002 and 0213J-02-035.003. The Case File Number is 0104HC056.

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 R-1 (Low Density Residential) District to that of an R-2 (Medium Density Residential) District.

DESCRIPTION:

N ¼ OF LOTS 9 & 10 BLK 2 HENDERSON POINT ADD
LOT 7 BLK 2 HENDERSON POINT ADD SEC 34-8-13
LOT 34 5 ACRES RIVER VIEW ACRES SEC. 25-6-11
LOTS 28 - 29 & 33 RIVER VIEW ACRES
LOT 32 RIVER VIEW ACRES

The ad valorem Tax Parcel Number is 0213J-02-034.000, 0213J-02-035.002 AND 0213J-02-035.003.

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.

Supervisor Connie M. Rockco 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  AYE
- Supervisor MARLIN LADNER  AYE
- Supervisor LARRY BENEFIELD  AYE
- Supervisor CONNIE ROCKCO  AYE
- Supervisor WILLIAM MARTIN  AYE

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 May 2001.
Zoning Map Amendment

SPECIAL USE AND OVERLAY DISTRICTS
- Airport District
- Waterfront District
- Road center lines.shp

ZONING DISTRICTS
- 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
- L-1 Light Industry
- L-2 General Industry
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Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER APPROVING TERMINATIONS, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the termination of Ida White, Human Services, Mail Clerk Typist, effective May 8, 2001.

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 AYE

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 14th day of May 2001.
Supervisor MARLIN R. LADNER 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 following resignations:

Evelyn Williams, Building & Grounds, Housekeeping, effective March 15, 2001.


Supervisor CONNIE M. ROCKCO 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor MARLIN R. LADNER 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:

Valerie Nelson, Youth Court, Relief Child Care Worker, regular part time at a rate of $7.35 per hour, effective May 7, 2001.

Cory Wieting, Data Processing, going from part time to full time, no change in salary, effective May 7, 2001.

Patrick Bonck, Zoning, Zoning Administrator, going from $1583.33 bimonthly to $1750.00 bimonthly, effective May 1, 2001, six-month evaluation increase.

Callie Lowry, Human Resources, Program Aide, going from regular part time hourly to regular full time salary with no change in salary, effective May 7, 2001.

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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER CONCURRING WITH ROAD DEPARTMENT ON REPLACEMENTS AND CHANGES, AS LISTED

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

Calvin Boswell, Road/Lyman Work Center, Equipment Operator III, regular full time at a rate of $1007.07 bimonthly, effective May 10, 2001, replacing David Ladner who was making $1057.42 bimonthly.

Jervis Peterson, Road/Lyman Work Center, equalization pay, going from $897.26 bimonthly to $928.20 bimonthly, effective May 16, 2001.

Tywana Blackston, Road/Orange Grove Work Center, equalization pay, going from $829.50 bimonthly to $954.11 bimonthly, effective May 16, 2001.

Supervisor MARLIN R. LADNER 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER APPROVING PAYMENT OF ACCIDENT RELATED CLAIMS PAYABLE FROM THE TORT ACCOUNT, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of the following accident related claims payable from the Tort Account:

$149.75 to John Ladner for auto damage.

$3,705.14 to Brianna Tingley, as recommended by Associated Adjusters.

Supervisor CONNIE M. ROCKCO 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor CONNIE M. ROCKCO 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 APRIL 2001, 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 list of emergency purchase orders issued by the Purchasing Department for the month of April 2001, which is as follows:

EMERGENCY PURCHASE ORDERS ISSUED BY THE PURCHASING DEPARTMENT FOR THE MONTH OF APRIL 2001

<table>
<thead>
<tr>
<th>DATE</th>
<th>DEPT.</th>
<th>VENDOR</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
</table>
| 01/31/00| SHERIFF| NORTH BAY TOWING & SALVAGE                   | $170.00| AFTER HOURS SERVICE CALL AND TOWING SERVICE FOR A
|         |       |                                              |        | DRUG SEIZURE VEHICLE                             |
| 11/02/00| SHERIFF| DEAN'S TOWING AND RECOVERY                   | $100.00| AFTER HOURS SERVICE CALL AND TOWING SERVICE FOR PATROL
|         |       |                                              |        | VEHICLE NO. 58                                   |
| 11/14/00| SHERIFF| CHEVRON TOWING / ROAD SERVICE                | $100.00| AFTER HOURS SERVICE CALL AND TOWING SERVICE FOR PATROL
|         |       |                                              |        | VEHICLE NO. 58                                   |
| 12/10/00| SHERIFF| WRIGHT'S TOWING, INCORPORATED                | $105.00| AFTER HOURS SERVICE CALL AND TOWING SERVICE FOR PATROL
|         |       |                                              |        | VEHICLE NO. 126                                  |
| 12/12/00| SHERIFF| ALL AMERICAN TOWING SERVICE                 | $35.00 | AFTER HOURS SERVICE CALL AND TOWING SERVICE FOR PATROL
|         |       |                                              |        | VEHICLE NO. 103                                  |
| 12/23/00| SHERIFF| COTTONS FOUR WHEEL DRIVE                    | $125.00| AFTER HOURS SERVICE CALL AND TOWING SERVICE FOR PATROL
|         |       |                                              |        | VEHICLE NO. 15                                   |
| 1/12/01 | SHERIFF| DEAN'S TOWING AND RECOVERY                  | $75.00 | AFTER HOURS SERVICE CALL AND TOWING SERVICE FOR PATROL
|         |       |                                              |        | VEHICLE NO. 15                                   |
| 01/19/01| SHERIFF| ALL AMERICAN TOWING SERVICE                 | $105.00| AFTER HOURS SERVICE CALL AND TOWING SERVICE FOR PATROL
|         |       |                                              |        | VEHICLE NO. 130                                  |
| 01/20/01| SHERIFF| RONNIE'S AUTOMOTIVE / TOWING                | $85.00 | AFTER HOURS SERVICE CALL AND TOWING SERVICE FOR PATROL
|         |       |                                              |        | VEHICLE NO. 213                                  |
| 01/24/01| SHERIFF| WRIGHT'S TOWING, INCORPORATED                | $105.00| AFTER HOURS SERVICE CALL AND TOWING SERVICE FOR PATROL
|         |       |                                              |        | VEHICLE NO. 20                                   |
| 01/25/01| SHERIFF| CHEVRON TOWING / ROAD SERVICE               | $75.00 | AFTER HOURS SERVICE CALL AND TOWING SERVICE FOR PATROL
|         |       |                                              |        | VEHICLE NO. 20                                   |
| 04/14/01| FAIRGROUNDS| PERFORMANCE TIRE & WHEEL                    | $50.00 | AFTER HOURS SERVICE CALL AND FLAT TIRE REPAIR ON ASSET
|         |       |                                              |        | 8182                                             |
| 04/17/01| PARKS REC.| LYMAN WELL COMPANY                        | $2,867.00| EMERGENCY SERVICE CALL NEEDED TO REPAIR THE WATER WELL AT THE
|         |       |                                              |        | WEST HARRISON CO. BALLFIELDS                      |
| 04/17/01| SHERIFF| DUNAWAY GLASS                              | $240.00| EMERGENCY WINDOW REPAIRS FOR A VEHICLE PARKED IN FRONT OF THE
|         |       |                                              |        | FOREST HEIGHTS BOYS & GIRLS CLUB                  |
| 04/23/01| FIRE SERVICE| NECAISE WELL SERVICE                     | $9,995.00| DAMAGED BY COUNTY WORK CREWS                      |
|         |       |                                              |        | EMERGENCY REPLACEMENT OF THE WATER HOLDING TANK FOR THE
|         |       |                                              |        | LIZANA FIRE STATION                               |
IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE the necessary budget amendments in connection therewith.

Supervisor MARLIN R. LADNER 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor MARLIN R. LADNER moved adoption of the following:

ORDER SPREADING ON THE MINUTES THE LIST OF LOW QUOTES APPROVED BY THE PURCHASING DEPARTMENT FOR THE MONTH OF APRIL 2001

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SPREAD ON THE MINUTES the following list of low quotes approved by the Purchasing Department for the month of April 2001:

<table>
<thead>
<tr>
<th>DEPT</th>
<th>DATE</th>
<th>VENDOR</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>BOND FUNDS</td>
<td>4/03</td>
<td>LOWES HOME CENTER, INC.</td>
<td>$5,826.26</td>
<td>MISC. BUILDING SUPPLIES FOR USE AT WOOLMARKET BALL FIELDS</td>
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<tr>
<td>BOND FUNDS</td>
<td>4/05</td>
<td>PERRONE'S FENCE COMPANY</td>
<td>$9,066.00</td>
<td>FURNISHED AND INSTALLED FENCES FOR THE SAUCIER T-BALL FIELDS</td>
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<tr>
<td>BOND FUNDS</td>
<td>4/06</td>
<td>METAL BUILDING SPECIALIST</td>
<td>$3,200.00</td>
<td>FURNISHED AND INSTALLED METAL FLASHING ON THE GUTTERS AT THE GOOD DEEDS COMMUNITY CENTER</td>
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<tr>
<td>BOND FUNDS</td>
<td>4/06</td>
<td>ACE CONTRACTORS</td>
<td>$2,700.00</td>
<td>EQUIPMENT AND LABOR NEEDED TO RELOCATE TWO (2) LIGHT POLES AT WOOLMARKET BALL FIELDS</td>
</tr>
<tr>
<td>ESCROW FUND</td>
<td>4/06</td>
<td>FAZZIO'S HOME &amp; FARM CENTER</td>
<td>$1,511.30</td>
<td>GRASS SEED AND FERTILIZER FOR SAUCIER AND WOOLMARKET FIELDS</td>
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<tr>
<td>SHERIFF</td>
<td>4/06</td>
<td>TWO WAY COMMUNICATIONS</td>
<td>$6,750.00</td>
<td>(10) MULTI-NET MOBILE RADIOS</td>
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<tr>
<td>BOND FUNDS</td>
<td>4/09</td>
<td>MS COAST SUPPLY COMPANY</td>
<td>$2,352.00</td>
<td>(7) BARRIER FREE WATER COOLERS FOR WOOLMARKET FIELD DUGOUTS</td>
</tr>
<tr>
<td>ESCROW FUND</td>
<td>4/09</td>
<td>ALLISTON'S</td>
<td>$3,513.82</td>
<td>SPORTS EQUIPMENT AND SUPPLIES FOR LIZANA YOUTH ASSOCIATIONS</td>
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<tr>
<td>BOND FUNDS</td>
<td>4/10</td>
<td>DARTEZ METAL DESIGNS</td>
<td>$2,900.00</td>
<td>FABRICATED AND INSTALLED HAND RAILS AT THE COUNTY SKATE PARK</td>
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<tr>
<td>ESCROW FUND</td>
<td>4/11</td>
<td>FENC, INCORPORATED</td>
<td>$3,495.00</td>
<td>FENCE REPAIRS AND INSTALLATION AT BAYOU VIEW SPORT FIELDS</td>
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<tr>
<td>BOND FUNDS</td>
<td>4/11</td>
<td>SOUTHERN ATHLETIC FIELDS</td>
<td>$8,370.00</td>
<td>SOIL CONDITIONERS FOR USE AT WOOLMARKET BALL FIELDS</td>
</tr>
</tbody>
</table>
GRANT FUNDS 4/12  HOOPERS ELECTRONIC SUPPLY $1,596.00 SONY DISC CAMCORDER FOR THE SHERIFF'S MOTOR CARRIER UNIT

BOND FUNDS 4/13  CLYDE OVERSTREET'S BRICK BLOCK AND STONE WORK $6,500.00 EQUIPMENT AND LABOR NEEDED TO BUILD TWO PRESS BOXES AT THE WOOLMARKET BALL FIELDS

ROAD FUNDS 4/17  BEARD EQUIPMENT COMPANY $2,199.00 A DITCH BUCKET FOR ASSET #11994

GRANT FUNDS 4/19  OFFICE DEPOT $2,599.94 COMPUTER EQUIPMENT FOR HIDTA

ESCROW FUND 4/19  ASSOCIATED EQUIPMENT CO. $3,589.50 EQUIPMENT AND LABOR NEEDED TO RENOVATE RESTROOMS AT ISAIAH FREDRICK'S COMMUNITY CENTER

ESCROW FUND 4/23  J.W. LEE COMPANY, INC. $2,450.00 EQUIPMENT AND LABOR NEEDED TO LAY STEEL PIPE UNDERGROUND AT THE COUNTY FARM SOCCER FIELDS

FAIRGROUNDS 4/23  BRIAN NECAISE ELECTRIC $9,488.95 EQUIPMENT AND LABOR NEEDED TO CONNECT THE ELECTRIC LINES TO TWO TRAILER HOOK-UP OUTLETS

BOND FUNDS 4/24  MS COAST SUPPLY COMPANY $8,617.71 MISC. PLUMBING SUPPLIES FOR THE COUNTY FARM RD. SOCCER FIELDS

GRANT FUNDS 4/25  PATTERTON COMMUNICATIONS $2,000.00 EQUIPMENT AND LABOR NEEDED TO CORRECT WIRING DISCREPANCIES FOR THE LIGHTBARS, SIRENS AND OTHER EQUIPMENT IN FOUR NEW PATROL VEHICLES

ESCROW FUND 4/25  ASSOCIATED EQUIPMENT CO. $4,932.00 MANITOWOC ICE MACHINE, FRYER, GRIDDLE AND HOT PLATE FOR THE SKATE PARK'S CONCESSION STAND

BOND FUNDS 4/25  ARROW LAWNS AND MORE $8,970.00 FURNISHED MATERIALS AND LABOR NEEDED FOR FLOWER BEDS BEING PLANTED AT THE SKATE PARK
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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.

The Sheriff's representative reported that 963 persons are currently housed in the Harrison County Jail Facilities.
Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER APPROVING THE EMPLOYMENT OF DUKES, DUKES, KEATING & FANECA TO REPRESENT THE SHERIFF IN NOTICE OF CLAIM FILED BY LAWRENCE THOMAS VS. HARRISON COUNTY, MISSISSIPPI

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Dukes, Dukes, Keating & Faneca to represent the Sheriff in notice of claim filed by Lawrence Thomas vs. Harrison County, Mississippi.

Supervisor CONNIE M. ROCKCO 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.

* * *
Supervisor CONNIE M. ROCKCO moved the adoption of the following Order:

AN ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS AUTHORIZING NOTIFICATION TO BELL SOUTH STATING THE COUNTY DOES NOT INTEND RENEW THE INMATE TELEPHONE SYSTEM CONTRACT AT THE ADULT DETENTION CENTER, AND FOR RELATED PURPOSES.

WHEREAS, the Board has determined that, based upon the recommendation of the Harrison County Sheriff, that the County should notify Bell South that it does not intend to renew the Inmate Telephone System Contract at the Adult Detention Center; and

WHEREAS, the President of the Board should be authorized to notify Bell South of this action.

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

SECTION I. Upon the adoption of this Order, Harrison County, through its duly elected Board of Supervisors does hereby find that it will not renew the Inmate Telephone System Contract at the Adult Detention Center.

SECTION II. That the President is hereby authorized to execute a letter of notification, which shall be prepared by the Board Attorney.
Supervisor MARLIN R. LADNER 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 MARLIN LADNER voted, AYE.
- Supervisor LARRY BENEFIELD voted, AYE.
- Supervisor CONNIE ROCKCO voted, AYE.
- Supervisor WILLIAM MARTIN voted, AYE.

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 May, 2001.
Supervisor MARLIN R. LADNER moved adoption of the following:

ORDER APPROVING 3-YEAR LEASE FOR ONE LANIER 5445 MFD COPIER WITH ACCESSORIES FOR THE ADULT DETENTION CENTER FROM LANIER WORLDWIDE AT A COST OF $495.43 PER MONTH, PER STATE CONTRACT #5-500-01410 AND PAYABLE FROM ACCOUNT 001-211-534

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE a 3-year lease for a Lanier 5445 MFD copier with accessories for the Adult Detention Center from Lanier Worldwide at a cost of $495.43 per month, per state contract #5-500-01410 and payable from account 001-211-534, the particulars of the lease being as follows:
Digital Copier Proposal For:

Harrison County Sheriff's Department

Lanier 5445 MFD.

- This system is configured to copy and use as a network printer and fax module.

Accessories Included:
- RADF-45D: Reversing Automatic Document Feeder.
- F-535: Finisher/Stacker.
- FBU-545: Bridge Unit
- Cabinet Stand
- Ethernet NIC Card
- PCL-545 Print Controller
- EB-545 Expansion Box
- PCL- Print Controller
- Large Capacity Cassette
- Fax Module
- Archive file for "on demand" print
- Can be configured for scanning

36 MONTHS = $495.43*
48 MONTHS = $434.99*
*Includes all service and supplies except paper and staples.
Up to 10,000 copies per month.
Print integration Fee: $125.

Prepared by:
Leon Sootin
Lanier Worldwide
264 Courthouse Rd.
Gulfport, Ms. 39507
228-864-2400
**LANIER**

Model 5445
Digital Multi-Function

**Purchase**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>5445 Digital System</td>
<td>$5,247.50</td>
</tr>
<tr>
<td>Accessories:</td>
<td></td>
</tr>
<tr>
<td>RAFP-545, Reversing Auto Feeder</td>
<td>$109.90</td>
</tr>
<tr>
<td>F-535, 1000 Sheet Finisher</td>
<td>$684.90</td>
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<tr>
<td>F-545, 3000 Sheet Finisher</td>
<td>$1,674.75</td>
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<tr>
<td>SS-545-2, 2,500 Sheet System Stand</td>
<td>$682.50</td>
</tr>
<tr>
<td>LCC-545, Large Capacity Cassettes</td>
<td>$889.35</td>
</tr>
<tr>
<td>ET-545, Exit Tray</td>
<td>$622.90</td>
</tr>
<tr>
<td>FP-545, 3 Hole Punch</td>
<td>$43.95</td>
</tr>
<tr>
<td>MB-545, 9 Bin Mailbox</td>
<td>$1,662.62</td>
</tr>
<tr>
<td>MBU-545, Mailbox Bridge Unit</td>
<td>$127.20</td>
</tr>
<tr>
<td>EB-545e, Expansion Box</td>
<td>$88.43</td>
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<tr>
<td>EXT-545, External Exit Tray</td>
<td>$42.43</td>
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<tr>
<td>Stand</td>
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<td>Total</td>
<td>$7,071.50</td>
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**Annual Maintenance Agreement**

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<td>F-545, Fax Option Kit</td>
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<tr>
<td>ET-545, Exit Tray</td>
<td>$501.05</td>
</tr>
<tr>
<td>FP-545, 3 Hole Punch</td>
<td>$43.95</td>
</tr>
<tr>
<td>MB-545, 9 Bin Mailbox</td>
<td>$1,662.62</td>
</tr>
<tr>
<td>MBU-545, Mailbox Bridge Unit</td>
<td>$127.20</td>
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<tr>
<td>EB-545e, Expansion Box</td>
<td>$88.43</td>
</tr>
<tr>
<td>EXT-545, External Exit Tray</td>
<td>$42.43</td>
</tr>
<tr>
<td>Total</td>
<td>$6,054.00</td>
</tr>
</tbody>
</table>

**Rental**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>5445 Digital System</td>
<td>$101.00</td>
</tr>
<tr>
<td>Accessories:</td>
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</tr>
<tr>
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</tr>
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<td>$684.90</td>
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<td>$1,674.75</td>
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<tr>
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<tr>
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<td>$88.43</td>
</tr>
<tr>
<td>EXT-545, External Exit Tray</td>
<td>$42.43</td>
</tr>
<tr>
<td>Total</td>
<td>$7,071.50</td>
</tr>
</tbody>
</table>

**Print Integration Fee:** $125.00

**Network Integration Fee:** $250.00

- 45 Prints per Minute
- Copy / Fax / Printer / Scanner
- Reduction/Enlargement, 25-400%
- Network Scanning at 600 dpi
- Archive File for "on demand" print
- 600 dpi scan and print
- Scan Once-Print Many
- Maximum Volume: 100,000
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2001 TERM

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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER APPROVING EXTENSION OF CONTRACT WITH NAPHCARE UNTIL JUNE 30, 2001

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE extension of contract with Naphcare until June 30, 2001, the original contract approval being in Minute Book 335, page 403.

Supervisor CONNIE M. ROCKCO 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2001 TERM

Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER APPROVING SOLE SOURCE PURCHASE OF ENCASE SOFTWARE FROM GUIDANCE SOFTWARE, INC. FOR USE BY THE SHERIFF'S DEPARTMENT INVESTIGATIVE DIVISION AT A COST OF $1,881.00 AND PAYABLE FROM ACCOUNT 001-211-617

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the sole source purchase of EnCase software from Guidance Software, Inc. for use by the Sheriff's Department Investigative Division, at a cost of $1,881.00 and payable from account 001-211-617, in accordance with the following:
May 10, 2001

Harrison County Sheriff's Department
1801 23rd Ave.
Gulfport, MS 39501

To Whom It May Concern:

Guidance Software, Inc. (GSI) is the world leader in computer forensic software development and training. GSI is the developer of EnCase, a powerful software tool that provides investigators with an effective and efficient means to analyze all electronic data contained on computer drives for forensic evidence purposes. GSI is the sole distributor of the EnCase software product in North America. GSI is also the only authorized provider for EnCase training in North America.

Please call our Customer Service department 626-229-9191 ext. 223 for more information regarding product information and ordering. I am also available to answer any further questions you may have regarding our products and training.

Sincerely,

Sara Tafoya
Customer Service
Guidance Software, Inc.
626-229-9191 x219
**Price Quote**

572 East Green Street, Suite 100, Pasadena CA 91101  
Phone: 626.229.9191  Fax: 626.229.9199

To:  
Robert Parker  
Harrison County Sheriff's Department  
1801 23rd Ave  
Gulfport, MS 39501

<table>
<thead>
<tr>
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<th>Reference</th>
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*NOTE: IACIS coupon must be received before order is made.*

SMT

Subtotal: $1,846.00  
Freight: $35.00  
Sales Tax: $0.00  
Total: $1,881.00

*Price Quotes valid for 30 days. Guidance Software, Inc. Federal Tax ID 95-4661210*

For wire transfer payments, use:  
Wells Fargo Bank, P.O. Box 140214, Sacramento, CA 95814-0214  
Routing Number: 121-000-248, Account Number: 0376-787-412
Supervisor MARLIN R. LADNER 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
CONNIE M. ROCKCO 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:

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<thead>
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<td>004</td>
<td>SHERIFF'S FORFEITURE FUND</td>
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<td>005</td>
<td>WORTHLESS CK DIVISION</td>
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<td>PUBLIC SAFETY FUND</td>
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<td>STATE TOBACCO GRANT</td>
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<td>LOCAL LAW ENFORCE BLOCK GRANT</td>
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<td>FEDERAL GRANT</td>
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<td>HARRISON COUNTY DEVELOPMENT</td>
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<td>106</td>
<td>MS DEVELOPMENT BANK</td>
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<td>C/C JR COL MAINTENANCE FUND</td>
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<td>114</td>
<td>C/C JR COL CAPITAL FUND</td>
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<td>121</td>
<td>H/C FIRE DISTRICTS</td>
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<td>350</td>
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<td>681</td>
<td>PAYROLL CLEARING FUND</td>
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Supervisor MARLIN R. LADNER seconded the motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:
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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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.

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

ORDER AUTHORIZING PAYMENT OF CLAIMS, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE payment of the following claims:

1) $61,499.00 to Starks Contracting Company, Inc., Application for Payment No. 8, for professional services rendered on New Biloxi Office for Dept. of Human Services, payable from #001-151-901.

2) $4,006.40 to A. Garner Russell & Associates, Inc. for services rendered on Bridge Replacement (Old Hwy 49) Project No. LSBP24(4), Inv. #6584, payable from #150-300-555.

3) $2,140.00 to D.R. Sanders and Associates, Inc. for professional engineering services for wetlands delineation fees, mapping, and report, payable from #001-100-555.

4) $1,125.00 to The Gillespie Law Firm for professional services rendered on West Harrison Water & Sewer District, payable from #412-340-581.

5) $7,576.49 to Dukes, Dukes, Keating & Faneca, P.A., as listed:
   a) $4,246.37 for professional services rendered on Long Beach Water Management District, payable from #127-600-550.

Supervisor CONNIE M. ROCKCO 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
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Supervisor MARLIN R. LADNER moved adoption of the following:

ORDER APPROVING PAYMENT OF TORT CLAIMS, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of the following tort claims:

1) $895.00 to Southern Urban Forestry Associates for professional services rendered on Nazaretian v. Harrison County, Inv. #693, as recommended by Meadows Riley Law Firm, payable from #001-100-550.

2) $4,600.00 to Owen & Galloway, PLLC for professional services rendered on Nathan Mitchell v. Gayle Parker, et al., payable from #001-100-550.

Supervisor CONNIE M. ROCKCO 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER APPROVING ADDITIONS, DELETIONS AND CORRECTIONS TO 2000 HOMESTEAD EXEMPTION ROLL FOR HARRISON COUNTY, FIRST AND SECOND JUDICIAL DISTRICTS, AS ON FILE IN THE CHANCERY CLERK'S OFFICE

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE additions, deletions and corrections to 2000 Homestead Exemption Roll for Harrison County, First and Second Judicial Districts, as on file in the Chancery Clerk's Office.

Supervisor MARLIN R. LADNER 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER ACKNOWLEDGING RECEIPT OF CHECK NUMBER
1100020580 FROM ZURICH AMERICAN INSURANCE COMPANY
FOR $26,500.00, REPRESENTING SETTLEMENT OF HARRISON
COUNTY VS. GULF COAST PRE-STRESS, CAUSE NO. A401-99-0009

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of check
number 1100020580 from Zurich American Insurance Company for $26,500.00,
representing settlement of Harrison County vs. Gulf Coast Pre-Stress, Cause
No. A401-99-0009.

Supervisor CONNIE M. ROCKCO 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 then declared the motion carried and
the Order adopted.

THIS, the 14th day of May 2001.
Supervisor MARLIN R. LADNER moved adoption of the following:

ORDER APPROVING ISSUANCE OF DUPLICATE WARRANT FOR $225.00 TO SOUTHERN ELECTRIC SUPPLY, PER CERTIFICATE AND AFFIDAVIT FILED WITH THE CLERK

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE issuance of duplicate warrant for $225.00 to Southern Electric Supply, per the following certificate and affidavit filed with the Clerk:
CERTIFICATE AND AFFIDAVIT FOR ISSUANCE OF DUPLICATE WARRANT

THE STATE OF MISSISSIPPI

HARRISON COUNTY

I, John McAdams, Clerk of the Chancery Court and Ex-Officio Clerk of the Board of Supervisors and County Auditor of said County, do hereby certify that

Southern Electric Supply

Warrant No. 94272

Ft. March 2001

Southern Electric Supply

out of said Fund, as shown by an order of allowance of said Board in Minute Book No. 9

Given under my hand and official seal this the 11th day of May, 2001

John McAdams, Clerk of the Chancery Court and Ex-Officio Clerk of the Board of Supervisors and Auditor of said County

THE STATE OF

COUNTY OF

Harrison

This day personally appeared before me, the undersigned, authorized and for said County and State Southern Electric Supply, being duly sworn, who states that

Warrant No. 94272

is payable to

Southern Electric Supply

for

in the sum of $7,235.00

being the County Depository of said County and State

the Amount of said Warrant has been lost, stolen, or destroyed, that

the payment thereof has not been made or received; and that the same has not been transferred or assigned.

WHEREFORE, in their behalf and on behalf of said Southern Electric Supply, that a duplicate of said Warrant be issued as authorized by law, and hereon the said bond conditioned as provided by law for the issuance of a duplicate thereof.

Signed to me this the 11th day of May, 2001

Terrence C. Judick

NOTARY PUBLIC

My Commission Expires July 11, 2003

BOND FOR ISSUANCE OF DUPLICATE WARRANT

THE STATE OF

COUNTY OF

Mississippi

NOW all men by these presents (that is to say), Southern Electric Supply

principal and

as surety, are held and by and for the said State of Mississippi in the penal sum of Four Hundred Fifty A 00/100

Dollars, for the payment of which and in the event of the same being lost, stolen, or destroyed, the same has not been paid to the said Southern Electric Supply.

SIGNED by us this the 11th day of May, 2001

The foregoing bond and sojourn represented, this the 11th day of

President, Board of Supervisors

John McAdams, Clerk of the Chancery Court and Ex-Officio Clerk of the Board of Supervisors and Auditor of said County and State

Harrison County, Mississippi
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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.

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

ORDER ADJUDICATING SIGNATURE BY THE BOARD PRESIDENT
OF GRANT APPLICATION BY THE SHERIFF’S DEPARTMENT AND
THE HARRISON COUNTY SCHOOL DISTRICT WITH THE US
DEPARTMENT OF JUSTICE FOR A THREE-YEAR COPS IN
SCHOOLS GRANT, AT NO COST TO THE COUNTY

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY ADJUDICATE signature by the Board
President of grant application by the Sheriff's Department and the Harrison
County School District with the US Department of Justice for a three-year
COPS in Schools Grant, at no cost to the County, same being as follows:
Please complete the information below. Each item or question must be answered in full. All requested information must be typed.

Previous editions of this application are obsolete and may not be used.

L. General Information

Applicant Organization’s Legal Name: HARRISON COUNTY SHERIFF’S DEPT.

Applicant Agency EIN Number (assigned by the IRS; this number should be nine digits): 646001425

[If the Office of Justice Programs has assigned your department an EIN Number, please use that assigned number. Otherwise, your Internal Revenue Service EIN number should be used. For further clarification, please refer to your Application Instruction Manual, page 3.]

Applicant Agency ORI Number: MS02400

[Acknowledged by the FBI for UCR reporting. This number should be seven digits long, beginning with the two letters of your state abbreviation. For further clarification, please refer to your Application Instruction Manual, page 3.]

Federal Congressional District Number(s): 5th

Are you contracting for law enforcement services? ☐ Yes ☐ No

If “yes,” enter the name and agency information of the contract law enforcement department in the Executive Information section below. (For further clarification in determining if this applies to your agency, please refer to the Application Instruction Manual, page 3.]

1. Executive Information

(Note: Please list the highest ranking official for each category)

Law Enforcement Executive’s Name: GEORGE H. PAYNE JR.
Title: SHERIFF
Agency Name: HARRISON COUNTY SHERIFF’S DEPT.
Address: P.O. BOX 1480/1801 23rd AVE., GULFPORT
City: GULFPORT
State: MS
Zip Code: 39502
Telephone: 228-865-7092
Fax: 228-865-7071
Email Address: sheriffpayne@digiscape.com

Type of Police Agency:
☐ Municipal ☐ State ☐ County PD ☐ Sheriff* ☐ Tribal* ☐ Transit*
☐ School* ☐ University/College* (☐ Public or ☐ Private?)
☐ Public Housing* ☐ New Start-Up* (please specify type of agency):
☐ Other* (please specify):

*Department applying from agency types with an asterisk next to them must complete the additional information questionnaires contained in the Application Kit. This additional information must be submitted with your application.

Government Executive’s Name: LARRY BENEFIELD
Title: Pres. Harrison County Board of Supervisors
Name of Government Entity: HARRISON COUNTY BOARD OF SUPERVISORS
Address: P.O. DRAWER CD/1801 23rd AVE.
City: GULFPORT
State: MS
Zip Code: 39502
Telephone: 228-865-4001
Fax: 228-865-4026
Email Address: HARCOSBS@digiscape.com
COPS In Schools Application Form

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Type of Government Entity:
- State
- Town
- County
- Village
- Borough
- Township
- Region
- Council
- Community
- Pueblo
- Nation
- Other (please specify):

Contact Information:
Name of contact person in your department who is familiar with this grant:
ROBERT G. PARKER
Title: GRANT COORDINATOR
Email Address: rgparker@amexol.net
Telephone: 228-865-7070
Fax: 228-865-7071

III. Partner Information

Under the COPS in Schools grant program, applicants must enter into a partnership agreement with an official for a specific school or school district with general educational oversight authority in that jurisdiction. If there are going to be multiple partners involved in this project, please provide the following information for each of the partners on the additional partners page included in this application. However, you must designate one school official as the school representative under the grant program. Please provide the information for that individual in the space below. If the proposed project affects an entire school district, then the official with general educational oversight over the entire school district should complete the information below.

Name of Partner Agency or School District: HARRISON COUNTY SCHOOL DISTRICT
School Official Name: HENRY ARLEDGE
Title: SUPERINTENDENT
Address: 11072 HIGHWAY 49
City: GULFPORT
State: MS
Zip Code: 39503
Telephone: 228-339-6500
Fax: 228-339-6507
Email Address: harledge@harrisonk12.ms.us

In addition, at the time the application is submitted, applicants for the COPS in Schools grant program must include two written documents prepared in cooperation with the partner agency, or agencies, involved in the program.

First, you must submit a Memorandum of Understanding (MOU) that details the roles and responsibilities of the partners involved in this project. For additional information on this requirement, please refer to page 6 of this application form.

Second, you must also submit a COPS in Schools Narrative Addendum detailing the proposed project. For additional information on this requirement, please refer to page 7 of this application form.
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**Additional Partner Page**

Please use this form if you are applying for funding under the COPS in Schools grant program and you are partnering with more than one school or school district. As a reminder, you must designate one school official as the school representative under this grant program; however, you may partner with numerous schools or school districts. If you are partnering with more than one school or school district, you must provide the attached information for each school or school district. This form must be signed by both the school official and the law enforcement executive and returned at the time of application.

| **Name of Partner Agency or School District:** HARRISON COUNTY SCHOOL DISTRICT |
| **School Official Name:** Henry Arledge | **Title:** Superintendent |
| **Address:** 11072 Highway 49 | **City:** GULFPORT |
| **State:** MS | **Zip Code:** 36903 |
| **Telephone:** 228-539-6500 | **Fax:** 228-539-6507 |

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(Signature of School Official) 
Date: ____________________

(Signature of Law Enforcement Executive) 
Date: ____________________
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U.S. Department of Justice
Office of Community Oriented Policing Services

Certifications

Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements Coordination with Affected Agencies; Non-Supplanting; and Retention.

Although the Department of Justice has made every effort to simplify the application process, other provisions of Federal law require us to seek your certification regarding certain matters. Applicants should read the regulations cited below and the instructions for certification included in the regulations to understand the requirements and whether they apply to a particular applicant. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)," and the coordination and non-supplanting requirements of the Public Safety Partnership and Community Policing Act of 1994.

The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering, into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, 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 the extension, continuation, renewal, amendment or modification of any Federal grant or cooperative agreement;

B. If any funds other 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;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.310 —

A. The applicant certifies that it and its principals:

(i) 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;

(ii) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public (Federal, state or local) contract or agreement 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;

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (A)(ii) of this certification, and

(iv) 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 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 —

A. The applicant certifies that it will, or will continue to, provide a drug-free workplace by:

(i) 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;

(ii) Establishing an on-going drug-free awareness program to inform employees about —

(a) The dangers of drug abuse in the workplace;
(b) The grantee’s policy of maintaining a drug-free workplace; 
(c) Any available drug counseling, rehabilitation and 
employee assistance programs; and 
(d) The penalties that may be imposed upon employees for 
drug-abuse violations occurring in the workplace; 
(iii) Making it a requirement that each employee to be 
engaged in the performance of the grant be given a copy of 
the statement required by paragraph (i); 
(iv) Notifying the employee in the statement required by 
paragraph (i) that, as a condition of employment under the 
grant, the employee will — 
(a) Abide by the terms of the statement; and 
(b) Notify the employer 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 con­ 
viction; 
(v) Notifying the agency, in writing, within 10 calendar 
days after receiving notice under subparagraph (iv) (b), 
from an employee or otherwise receiving actual notice of 
such conviction. Employers of convicted employees 
must provide notice, including position title, to: COPS 
Office, 1100 Vermont Ave., NW, Washington, DC 20530. 
Notice shall include the identification number(s) of each 
affected grant; 
(vi) Taking one of the following actions, within 30 calen­ 
dar days of receiving notice under subparagraph (iv) (b), 
with respect to any employee who is so convicted — 
(a) 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 
(b) Requiring such employee to participate satisfactorily 
in a drug abuse assistance or rehabilitation program 
approved for such purposes by a Federal, state or local 
health, law enforcement or other appropriate agency; 
(vii) Making a good faith effort to continue to maintain 
a drug-free workplace through implementation of para­ 
graphs (i), (ii), (iii), (iv), (v) and (vi). 
B. The grantee may insert in the space provided below the 
site(s) for the performance of work done in connection with 
the specific grant. 

Grantee Name and Address:  HARRISON COUNTY SHERIFF’S DEPT. 
Application No. and/or Project Name: School Resource Officers 
Typed Name and Title of Law Enforcement Executive: GEORGE H. PAYNE JR. SHERIFF 

Place of performance (street address, city, county, state, zip code) 

Check ☐ if there are workplaces on file that are not 
identified here. 

Section 67.630 of the regulations provides that a 
grantee that is a state may elect to make one certifica­ 
tion in each Federal fiscal year, a copy of which 
should be included with each application for 
Department of Justice funding. States and state agen­ 
cies may elect to use OJP Form 4061/7. 
Check ☐ if the state has elected to complete OJP 
Form 4061/7. 

4. Coordination 
The Public Safety Partnership and Community Policing 
Act of 1994 requires applicants to certify that there has 
been appropriate coordination with all agencies that 
may be affected by the applicant’s grant proposal if 
approved. Affected agencies may include, among oth­ 
ers, the Office of the United States Attorney, state or 
local prosecutors, or correctional agencies. The applicant 
certifies that there has been appropriate coordination 
with all affected agencies. 

5. Non-Supplanting 
The applicant hereby certifies that Federal funds will 
not be used to replace or supplant state or local funds, 
or funds supplied by the Bureau of Indian Affairs, that 
would, in the absence of Federal aid, be made available 
to or for law enforcement purposes. 

6. Retention 
The applicant hereby certifies that it understands that it 
must abide by its submitted plan to retain the additional 
civilian positions and redeployment levels for at least 
one locally set budget cycle at the conclusion of the 
grant period. 

As the duly authorized representative of the governing body, I hereby certify that the I am binding the governing body to the 
above certifications, including the plan to retain. Ejections of new officials will not relieve the governing body of its obliga­ 
tions under this grant. 

Typed Name and Title of Government Executive: LARRY BENFIELD, PRESIDENT, HARRISON COUNTY BOARD OF SUPERVISORS 

Signature: _______________________________ Date: 5/16/01
V. Required Signatures

I certify that the information provided on this form is true and accurate to the best of my knowledge. I understand that prior to any grant award, the applicant must comply with all application and program requirements of the Public Safety Partnership and Community Policing Act of 1994 and other requirements of Federal law.

Law Enforcement Executive's Signature: ___________________________ Date: __________

Government Executive's Signature: ___________________________ Date: __________

School Official's Signature: ___________________________ Date: __________

VI. Application Submission Instructions

Please return one original and two copies of all application materials that are being submitted with this request for funding. This includes the Community Policing Information Worksheet (for first-time COPS applicants), the Budget Information forms, Assurances, Certifications, a written Retention Plan, the Memorandum of Understanding, the COPS in Schools Narrative Information, and any additional information that is required. Completed applications should be sent to:

COPS in Schools Control Desk
U.S. Department of Justice
1100 Vermont Avenue, NW
8th Floor
Washington, DC 20530

[For overnight delivery, please use 20005 as the zip code.]

Note: Since an original signature is needed to process all funding requests, faxed copies will NOT be accepted.

OMB Approval Number: 1103-0027
This worksheet will assist you in properly organizing and estimating your costs and providing the necessary details for financial review. Complete Part 1 if you are requesting funds for full-time officers, Part 2 if you are requesting part-time officers, and both parts if you are requesting full- and part-time officers. Everyone must complete a Budget Summary.

The budget information you provide will be used to calculate your grant amount. Assistance in completing this information is available from the US. Department of Justice Response Center at 1-800-421-6770, or by writing the COPS Office, 1100 Vermont Avenue, NW Washington, DC 20530. Also, you can refer to the sample budget included in this application kit. OMB Approval Number: 1103-0027

### Part I: Complete if you are requesting Full-Time Officers

<table>
<thead>
<tr>
<th>1. Cost Per Full-Time Officer - Year 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Annual Entry-Level Base Salary $26,800</td>
</tr>
<tr>
<td>Annual Fringe Benefits:</td>
</tr>
<tr>
<td>*Social Security: $1,660</td>
</tr>
<tr>
<td>*Medicare: $390</td>
</tr>
<tr>
<td>Health Insurance: $3,600</td>
</tr>
<tr>
<td>Life Insurance: $</td>
</tr>
<tr>
<td>Vacation: $</td>
</tr>
<tr>
<td>Sick Leave: $</td>
</tr>
<tr>
<td>Retirement: $2,610</td>
</tr>
<tr>
<td>*Worker's Comp.: $1,210</td>
</tr>
<tr>
<td>*Unemployment Ins.: $140</td>
</tr>
<tr>
<td>Other: $</td>
</tr>
<tr>
<td>Total Fringe Benefits: $9,610</td>
</tr>
<tr>
<td>Total Year 1 Salary and Benefits: $36,410</td>
</tr>
</tbody>
</table>

**Instructions:**
- Please indicate the Law Enforcement Agency's cost for each of the following categories. Please do not include employee contribution costs.
- Enter the base annual salary that your department currently pays a new, entry-level officer.
- Sum of department fringe benefit costs for Year 1.
- Year 1 base salary plus Year 1 fringe benefits.
### 2. Cost Per Full-Time Officer - Year 2

**Current Annual Entry-Level Base Salary**: $27,870

#### Annual Fringe Benefits:

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
<th>% of Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Security</td>
<td>$1,730</td>
<td>6.2</td>
</tr>
<tr>
<td>Medicare</td>
<td>$400</td>
<td>1.45</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>$3,600</td>
<td>12.9</td>
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<tr>
<td>Life Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Vacation</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Sick Leave</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Retirement</td>
<td>$2,690</td>
<td>9.75</td>
</tr>
<tr>
<td><em>Worker's Comp.</em></td>
<td>$1,250</td>
<td>4.5</td>
</tr>
<tr>
<td><em>Unemployment Ins.</em></td>
<td>$140</td>
<td>0.5</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**Total Fringe Benefits**: $9,810

**Total Year 2 Salary and Benefits**: $37,680

**Instructions:**

- Enter the base annual salary that your department currently pays a new, entry-level officer.
- Cost for Social Security may not exceed 6.2%
- Cost for Medicare may not exceed 1.45%
- Costs toward health insurance coverage, please indicate if this is for Family Coverage ( ) Yes ( ) No
- Costs toward life insurance coverage.
- Vacation costs, if not included in base salary.
- Sick leave costs, if not included in base salary.
- Contribution to retirement benefits.
- Costs of worker's compensation.
- Costs of unemployment insurance.
- Costs of equipment, training, uniforms, vehicles and overtime are not permitted.

**Sum of department fringe benefit costs for Year 2:**

**Year 2 base salary plus Year 2 fringe benefits**

### 3. Cost Per Full-Time Officer - Year 3

**Current Annual Entry-Level Base Salary**: $28,990

#### Annual Fringe Benefits:

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
<th>% of Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Security</td>
<td>$1,800</td>
<td>6.2</td>
</tr>
<tr>
<td>*Medicare</td>
<td>$420</td>
<td>1.45</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>$3,600</td>
<td>12.4</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Vacation</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Sick Leave</td>
<td>$2,830</td>
<td>9.75</td>
</tr>
<tr>
<td>Retirement</td>
<td>$1,300</td>
<td>4.5</td>
</tr>
<tr>
<td><em>Worker's Comp.</em></td>
<td>$140</td>
<td>0.5</td>
</tr>
<tr>
<td><em>Unemployment Ins.</em></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**Total Fringe Benefits**: $10,900

**Total Year 3 Salary and Benefits**: $39,080

**Instructions:**

- Enter the base annual salary that your department currently pays a new, entry-level officer.
- Cost for Social Security may not exceed 6.2%
- Cost for Medicare may not exceed 1.45%
- Costs toward health insurance coverage, please indicate if this is for Family Coverage ( ) Yes ( ) No
- Costs toward life insurance coverage.
- Vacation costs, if not included in base salary.
- Sick leave costs, if not included in base salary.
- Contribution to retirement benefits.
- Costs of worker's compensation.
- Costs of unemployment insurance.
- Costs of equipment, training, uniforms, vehicles and overtime are not permitted.

**Sum of department fringe benefit costs for Year 3:**

**Year 3 base salary plus Year 3 fringe benefits**
Part 3 - COPS in Schools Grant Program - Budget Summary

After completing Part 1 and/or Part 2 of this form, answer the following questions. If necessary, attach an explanation of how you computed salaries and benefits for the worksheet. Be sure to answer EVERY question. Missing or erroneous information can greatly slow the grant-making process.

1. If your department's second- and third-year costs for salaries and/or benefits are greater than the first year, check the reason(s) why in the space below:
   - Cost of living adjustment (COLA)
   - Step raises
   - Changes in benefit costs
   - Other (attach an explanation)
   Anticipated 4.5% cost of living raise

2. Please enter the name of your Federal Cognizant Agency in the space provided:
   Department of Justice

(State and municipal agencies that receive Federal grants are required to have audits of those grants forwarded to a single Federal agency (Justice, HUD, HHS, Transportation, etc.). The single Federal agency where such audits are sent is known as your "Cognizant Federal Agency." For assistance in determining which Federal agency receives your audits, call 1-800-421-6778.)

3. Starting date of your fiscal year: 10/1/2000
   Ending date: 9/30/2001
   Month/Day/Year    Month/Day/Year

4. IF NO FUNDS WERE BUDGETED FOR FICA, (SOCIAL SECURITY, MEDICARE), WORKER'S COMPENSATION OR UNEMPLOYMENT YOU MUST PROVIDE AN EXPLANATION IN THE SPACE PROVIDED:

   Please provide an explanation here.
5. Fill out the following 3-year projection, showing how the Federal share and your share will change year by year for one officer. If your total three year project cost per officer is less than $125,000 or less then there is no local match. If your total three year project cost per officer is greater than $125,000 then your local match is the difference between the total project cost and $125,000. In cases where there is a local match requirement, the Federal share of total salaries and benefits must decrease each year leading to full local funding by the fourth year of an officer's employment. At the same time, your local share must increase each year. The percentage of total officer salaries and benefits paid with Federal funds must be less in Year 2 than in Year 1 and less in Year 3 than in Year 2. Looking at it from the local funding perspective, the percentage of total officer salaries and benefits paid with local funds must be more in Year 2 than in Year 1 and more in Year 3 than in Year 2.

**Federal Share Requirement for One Full-time Officer's Salary and Benefits**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>Federal Amount</th>
<th>Local Share</th>
<th>Total (Federal Amount+Local Amount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>YEAR 1</td>
<td>$36,410</td>
<td>$0</td>
<td>$36,410</td>
</tr>
<tr>
<td>YEAR 2</td>
<td>$37,680</td>
<td>$0</td>
<td>$37,680</td>
</tr>
<tr>
<td>YEAR 3</td>
<td>$39,080</td>
<td>$0</td>
<td>$39,080</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$113,170</td>
<td>$0</td>
<td>$113,170</td>
</tr>
</tbody>
</table>

**Federal Amount**
- Percentage must decrease each year and Federal Amount may not exceed $125,000.

**Local Share**
- Percentage must increase each year.

**Total**
- Year 1 total
- Year 2 total
- Year 3 total
- Total 3-year costs

**Federal Share Requirement for One Part-time Officer's Salary and Benefits**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>Federal Amount</th>
<th>Local Share</th>
<th>Total (Federal Amount+Local Amount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>YEAR 1</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>YEAR 2</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>YEAR 3</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Federal Amount**
- Percentage must decrease each year.

**Local Share**
- Percentage must increase each year.

**Total**
- Year 1 total
- Year 2 total
- Year 3 total
- Total 3-year costs
Contact Information for Budget Questions

The undersigned attests to the accuracy of the Budget Information submitted on the preceding pages.

Name (typed) of Authorized Official: ROBERT G. PARKER  Title: GRANT COORDINATOR

Phone: 228-865-7070  Fax: 228-8765-7071

Signature:  Date:

Email: rgparker@amexol.net

Department Name:  ORI Code (Assigned by FBI):
Sheriff Department Questionnaire

Please answer the following questions if the applicant is a sheriff's department (established or start-up):

1. What is the actual population for which your department has primary law enforcement authority? (In other words, the population minus the incorporated towns and cities that have their own police departments.)

   36,323

2. If possible, please try to break down the time spent by your entire department on different types of activities. (For example: 50% law enforcement duties; 30% courthouse/bailiff duties; 20% jail duties)

   Law Enforcement 45%, Jail 35%, Transport/Bailiff/Process/Admin. 20%

3. Out of the total amount of time spent on law enforcement duties, how much of that time is spent on community policing activities?

   15%

4. Please describe some of the community policing activities your department participates in (oversees/coordinates, etc).

   Current School Resource Officers (5)
   G.R.E.A.T. Program
   D.A.R.E Program
   Underage Drinking Enforcement Program

If you have questions about applying for officers under the CIS Program, please contact your US DOJ COPS Grant Program Specialist through the U.S. Department of Justice Response Center at 1-800-421-6770.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HARRISON COUNTY SCHOOL DISTRICT
AND
THE HARRISON COUNTY SHERIFF'S DEPARTMENT

AGREED TO BY

HENRY ARLEDGE, SUPERINTENDENT OF EDUCATION  DATE

GEORGE H. PAYNE JR. SHERIFF OF HARRISON COUNTY  DATE
MISSION STATEMENT

A primary goal of the Harrison County Sheriff's Department and the Harrison County School District is to keep close contact with the citizens we are charged to protect and to earn their trust and win their friendship.

That's the philosophy behind our School Resource Officer Program. As a part of our ongoing mission to reach out to the community, the SRO program takes police officers out of the patrol car and puts them in our schools full time.

As the presence of SRO officers in our schools becomes a part of the school experience, the program will pay off year after year by helping to turn future criminals into good citizens and providing a safe, harmonious atmosphere for students, faculty and staff. In turn, our schools will graduate more students that are capable of meeting the challenges of the future.
GENERAL DUTIES OF THE SCHOOL RESOURCE OFFICER

➢ An SRO takes action when a principal requests police involvement in a perceived violation of law or a violation of law in their presence.

➢ The officers coordinate their activities with principals and staff members and seek permission, advice and guidance before enacting any programs.

➢ SROs are police officers and are sworn to uphold the law.

➢ The officers make presentations on various subjects related to the law and the police in order to increase student understanding of these subjects.

➢ The officers are ready to meet with students, parents, and faculty to help them with crime and law enforcement questions.

➢ At the principal's request, SROs will take action against unwanted visitors on campus or at school functions.

➢ If police interviews need to be conducted with students, it will be done according to state law, and the policies of the Harrison County Board of Education and the Harrison County Sheriff's Department.

➢ SRO officers help other police officers in matters related to their school assignments when necessary.

➢ SRO officers attend and participate in school events when possible.
DESIRED OUTCOME OF THE SRO PROGRAM

With an expanded SRO program in our schools, the Harrison County Sheriff's Department and the Harrison County School District can expect continued improvement in the overall reduction of violence in our school facilitated by the SRO involvement in teaching conflict resolution and recognizing and deterring violent behavior before it starts.

Family involvement and development is an essential element of our program and encourages families participation in our weekly student/parent prevention meeting to reduce undesirable behavior and to increase school attendance. A vigorous SRO program will deter violence, increase attendance and instill trust in the SROs by students and lead to the fulfillment of our mission – providing a safe, harmonious atmosphere for students, faculty and staff which will produce students that are able to challenge the future.
ADMINISTRATIVE PROCEDURES AND RESPONSIBILITIES

Receipt and disbursement of funds will be the responsibility of the Grant Coordinator of the Harrison County Sheriff's Department and will be administered according to accounting principals set by statute by the State of Mississippi and the Harrison County Board of Supervisors.

Programmatic reporting will be the responsibility of the supervisor of the School Resource Officer program.

Financial reporting will be the responsibility of the Grant Coordinator of the Harrison County Sheriff's Department.

Grant management issues and responsibilities will be the responsibility of the supervisor of the School Resource Officer.

Information sharing will be the responsibility of the supervisor of the School Resource Officer and the Superintendent of Education.
GRANT PROGRAM ISSUES

The School Resource Officer reports directly to the Supervisor of SROs while consulting with the school principal on all related issues and following the direction of the school principal.

If the SRO observes a duly enacted law violation, he is sworn to uphold the law in all situations. All SROs are trained law enforcement professionals and are well versed in the laws of the land. School procedural violations will be enforced with the direction of the school principal.

Evaluation of the project will be performed by the Superintendent of Education and The Sheriff of Harrison County and will be based on evidence supplied by the Superintendent of Education and statistical data. The data will analyze attendance trends, violence-related offences and weapons confiscated.

The Harrison County Sheriff's Department commits the School Resource officers to the schools 100% of the time during school hours.


The School Resource Officer is a liaison for community resources and serves as a source of referral for students and faculty in the areas of public health, family counseling and drug and alcohol treatment.
Problem Identification and Justification

Problem: Violent behavior among students and youth, on and off campus.

The prevalence of violent behavior is Harrison County School District's primary safety concern. The high level of tension and conflict among students is reflected in the data from both the Harrison County School District and the Mississippi Youth court:

- In the 1999-2000 school year there were 1,041 assaults against students in the Harrison County Schools;
- Eighty-nine (89) students were arrested for violence-related offenses at schools that year;
- Thirty-three (33) firearms and other weapons were confiscated in 1999-2000;
- In 1999, Harrison County had the second-Highest number of juvenile crimes in the state of Mississippi;
- Sixteen (16) Harrison County School District Students were arrested in the 1999-2000 school year for offenses related to possession, sale or use of tobacco, alcohol and other drugs; two (2) were elementary school students. In all, 199 were referred for disciplinary action and 97 were placed in out-of-school suspensions for drug-related reasons.

Justification: According to the Profile of Need of the Safe and Drug-Free Schools Programs, sixteen (16) Harrison County School District Students were arrested in the 1999-2000 school year for offenses related to possession, sale or use of tobacco, alcohol and other drugs; two (2) were elementary school students. In all, 199 were referred for disciplinary action and 97 were placed in out-of-school suspensions for drug-related reasons.

Community Policing Strategies to be Used by the Officers

Conflict Resolution: Harrison County School District school resource officers will monitor school campuses to discourage incidences of assault or violence and to prevent conflicts from escalating. Consideration is being given to adding additional cameras and electronic monitors to supplement staff activities. In addition, the officers will work in a preventive roll at all grade levels through the teaching of conflict resolution strategies to students and staff in formal and informal settings. Self-defense training will be offered to faculty and staff.

Anti-Substance Use: The School Resource Officer will work with the school faculty and staff, local officials, and community members to reduce or eliminate...
student use of tobacco, alcohol, and other substances by strengthening D.A.R.E., G.R.E.A.T. and other anti-drug/substance use initiatives, training teachers in the teaching of resistance to peer pressure and increasing monitoring and surveillance of parking lots, hallways, and athletic events and facilities.

Quality and level of Commitment to Program

Located on the Mississippi gulf Coast, the Harrison County School District service area or more than 50,000 residents. The Harrison County School District serves about 12,000 students on 14 school campuses. The student population is 74% white, 23% African-American and 3% Asian, Native American and other nationalities. Harrison County School District’s graduation rate is 54.57%, ranking it 146th among 153 districts in the state.

Officers hired through the COPS in Schools program will be deployed to work in and around Harrison County schools. The officers will serve the entire district, although they will be assigned primarily to the high schools and middle schools. The officers hired through the program will serve full-time, 40 hours weekly, throughout the year. Hours will be subject to flexibility to accommodate special events, response to risk indicator, or other identified needs. Officers will be selected based on their ability to communicate and their understanding of community policing strategies as well as standard law enforcement hiring criteria.

The Harrison County school District has implemented highly successful technology initiatives and is currently using that experience to serve in a leadership capacity for other schools in the area and across the state. The district has long-standing working relationships with social service agencies, the Mississippi Department of Education, the Mississippi Youth Court, and other law enforcement entities.

Links to Community Policing

The Harrison County School District’s deployment of school resource officers will contribute to organizational community policing through

- Reduction of criminal offenses among youth
- Reduction/elimination of use of tobacco and/or illegal substances
- Increased school attendance and reduced truancy
- Reduction of students’ violent behaviors
- Increased personal safety for students, faculty and staff

George H. Payne, Sheriff

Henry Arledge, Superintendent of Schools
The HARRISON COUNTY SCHOOL DISTRICT plans to retain the officers hired with the COPS in Schools grant after the federal funding expires in three years. We, as a school district, have made a commitment to community policing and will keep their positions after the grant period ends. At the end of the grant period, funding for the officers' salaries will be obtained from general fund revenues.

Furthermore, the HARRISON COUNTY SCHOOL DISTRICT assures that the officers hired through the COPS in Schools program will be deployed specifically to work in and around primary and/or secondary schools within the HARRISON COUNTY SCHOOL DISTRICT.
Community Policing Information Worksheet

This worksheet will provide the COPS Office with information about the public safety concerns of your community and your department's community policing goals and activities. For assistance in completing this worksheet, contact the U.S. Department of Justice Response Center at 1-800-421-6770.

Your Community Policing Information Worksheet is complete by signing and dating below. Both the law enforcement executive and the government executive must sign.

Applicant Organization's Legal Name: HARRISON COUNTY SHERIFF'S DEPT.

OJI #: MS02400

We, the undersigned, attest to the accuracy of the Community Policing Information Worksheet submitted below.

Law Enforcement Executive: Title: SHERIFF OF HARRISON COUNTY
Name (typed): GEROGE H. PAYNE JR.
Department: SHERIFF'S DEPARTMENT
Date: 5/1/01
Signature: [Signature]

Government Executive: Title: PRES. HARRISON COUNTY BOARD OF SUPERVISORS
Name (typed): LARRY BENEFIELD
Government Entity: BOARD OF SUPERVISORS
Date: 5/13/01
Signature: [Signature]

Person Completing Form: Title: SUPERINTENDENT, HARRISON COUNTY SCHOOLS
Name (typed): HENRY ARLEDGE
Date: 5/10/01
Signature: [Signature]
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2001 TERM

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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER APPROVING CHANGE ORDERS, AS LISTED, TO SAMUEL B. DAY CONSTRUCTION'S CONTRACT FOR PHASE II OF THE RENOVATIONS AT THE HARRISON COUNTY COURTHOUSE, AS RECOMMENDED BY KELEAL S. HASSIN, JR., PROJECT ARCHITECT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the following Change Orders to Samuel B. Day Construction's contract for Phase II of the renovations at the Harrison County Courthouse, as recommended by Keleal S. Hassin, Jr., Project Architect:

Change Order No. 2 for $13,832.00, as follows:
CHANGE ORDER

AIA DOCUMENT G701

PROJECT: Phase II: Renovations to Harrison County Courthouse

CHANGE ORDER NUMBER: Two (2)

INITIATION DATE: 4/25/01

ARCHITECT'S PROJECT NO: 99008

CONTRACT FOR: Construction

TO (Contractor):

[Signature]

CONTRACT DATE: Feb. 5, 2001

You are directed to make the following changes in this Contract:

1. Furnish labor, materials and equipment to complete the following extra work:
   a. Furnish and install approx. 420 LF of 16" deep plywood shelving painted:
      $ 5,364.00
   b. Construct 47 LF of stud walls, 156 SF of ceiling framing, hang approx. 940 SF of 5/8" sheetrock, install 1 ea. door frame and hardware, paint sheetrock & door, install vinyl base at new walls and 3 ea. 2 x 4 light fixtures in new ceiling:
      $ 5,340.00
   c. Change 2 ea. toilets in existing clerk's area, patch walls and paint: (No floor tile work.)
      $ 2,441.00
   d. Judge Walker's Area: remove and re-install shelving, patch and paint sheetrock, shelving and electrical modifications:
      $ 1,385.00
   e. Delete relocation of storefront and glazing in library

   TOTAL COST:
   $ 13,882.00

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was $ 157,700.00

The change by previously authorized Change Orders was $ 12,400.00

The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was $ 170,100.00

The (Contract Sum) (Guaranteed Maximum Cost) will be increased by this Change Order $ 13,832.00

The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be $ 184,532.00

The Date of Substantial Completion as of the date of this Change Order therefore is August 10, 2001

Authorized: Harrison County Board of Supervisors

[Signature]

DATE 3/25/01
April 25, 2001

Keleal S. Hassan, Jr.
1822 15th Street
Gulfport, MS 37501

Re: Phase II Renovations

Dear Mr. Hassan:

We propose to furnish labor, materials and equipment to complete the following extra work at the above referenced project for $33,832.00.

1. Furnish and install approximately 420 linear feet of 16" deep 1/2" plywood shelving painted for $5,364.00.
2. Construct 47 linear feet of stud walls, 156 square feet of ceiling framing, hang approximately 940 square feet of 5/8" sheetrock, install 1 ea. door frame and hardware, painting of sheetrock and door, install vinyl base at new walls and 3 ea. 2 x 4 light fixtures in new ceiling for $5,340.00.
3. Change 2 ea. toilets in existing clerk's area, patch walls and paint for $2,441.00. (No floor tile work has been included in this price).
4. Judge Walker's area: remove and re-install shelving, paint sheetrock, shelving and electrical modifications for $1,385.00.
5. Delete relocation of storefront and glazing in library <$698.00>.

If you have any questions, please call.

Respectfully,

Samuel B. Day Construction, Inc.

Samuel B. Day
President

SBD/jt
Change Order No. 3 for $1,555.00, as follows:

CHANGE ORDER
AIA DOCUMENT C701

PROJECT: Phase II: Renovations to Harrison County Courthouse

CHANGE ORDER NUMBER: Three (3)

INITIATION DATE: 5/11/01

ARCHITECT'S PROJECT NO: 99008

CONTRACT FOR: Construction

TO (Contractor):

SAMUEL B. DAY CONSTRUCTION
15296 South Swan Road
Gulfport, Ms 39503

You are directed to make the following changes in this Contract:

1. Remove and reinstall acoustic ceiling to accommodate retrievers: $340.00
2. Relocate two light fixtures from over retrievers: 75.00
3. Move the existing ductwork as directed to accommodate the retrievers: 1140.00
Total: $1555.00

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) was $1,577,000.00
Net change by previously authorized Change Orders: $26,232.00
The (Contract Sum) prior to this Change Order was $1,603,232.00
The (Contract Sum) will be increased by this Change Order: $1,555.00
The new (Contract Sum) including this Change Order will be $1,604,787.00
The Contract Time will be unchanged.

The Date of Substantial Completion as of the date of this Change Order therefore is August 10, 2001

KEILEA'S, HASSIN, JR.
SAMUEL B. DAY CONST.

15th Street
Gulfport, MS 39501

15296 South Swan Road
Gulfport, MS 39503

DATE 9/14/01

BY

JULIO H. AUGUST

AUTHORIZED: Harrison County Board of Supervisors

OWNER

E.O. DRAYER CO

Address

Gulfport, MS 39503

AIA DOCUMENT C701 CHANGE ORDER  APRIL 1978 EDITION  AIA  © 1978
May 14, 2001

Kekeel S. Hassein, Jr.
1822 15th Street
Gulfport, MS 39501

Re: Phase II Renovations

Dear Mr. Hassel:

We propose to furnish labor, materials and equipment to complete the following extra work at the above referenced project for $1555.00:

1. Remove and reinstall acoustical ceiling to accommodate retrievers $340.00
2. Relocate two light fixtures from over retrievers $75.00
3. Move the existing ductwork as directed to accommodate the retrievers $1140.00

If you have any questions, please call.

Respectfully,

Samuel B. Day Construction, Inc.

Samuel B. Day
President

SBD/
Supervisor MARLIN R. LADNER 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2001 TERM

Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER ACCEPTING PROPOSAL OF HANCOCK BANK OF 4.33%
FIXED RATE FOR FINANCING OF THIRTY POLICE PACKAGED
VEHICLES, AS RECOMMENDED BY HOLLEY, GRUBBS, MITCHAM
& PHILLIPS, FINANCIAL ADVISORS

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY ACCEPT the proposal of Hancock Bank
of 4.33% fixed rate for financing of thirty police packaged vehicles, as
recommended by Holley, Grubbs, Mitcham & Phillips, financial advisors. The
recommendation and proposals received are as follows:
May 8, 2001

Mrs. Pam Ulrich  
County Administrator, Harrison County  
1801 23rd Avenue  
Gulfport, Mississippi 39502

RE: Bid #00016 - Lease/Purchase Financing of Thirty (30) Police Packaged Vehicles

Dear Mrs. Ulrich:

Pursuant to our discussions and my review of the enclosed proposals on the above-referenced bid, I, as financial advisor to Harrison County, recommend that the County accept the Hancock Bank bid of 4.33% fixed rate.

The Mississippi Development Bank Program's current variable rate is 4.22% and it changes weekly. The process to fix the rate has been reviewed and the fixed conversion at this time would be approximately 4.50%.

Pam, you received excellent bids and I recommend Hancock Bank. If you have any questions or if I can be of further service to you, please do not hesitate to call me at (601) 982-0005.

Sincerely,

Stephen H. Holley, PhD  
Financial Advisor

HOLLEY, GRUBBS, MITCHAM & PHILLIPS
**Financing Proposals**  
for Sheriffs Department Vehicles

<table>
<thead>
<tr>
<th>Company</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whitney Bank</td>
<td>4.80%</td>
</tr>
<tr>
<td>First Continental Leasing</td>
<td>4.34%</td>
</tr>
<tr>
<td>Coast Community Bank</td>
<td>4.61%</td>
</tr>
<tr>
<td>Trust Mark Bank</td>
<td>4.84%</td>
</tr>
<tr>
<td>Hancock Bank</td>
<td>4.33%</td>
</tr>
<tr>
<td>Mississippi Development Bank</td>
<td>4.22%</td>
</tr>
</tbody>
</table>
April 23, 2001

Ms. Pam Ulrich, County Administrator
Harrison County Board of Supervisors
P. O. Box Drawer CC
Gulfport, Ms. 39502-0860

Re: your request for bids dated 4/12/01 ($635,000 loan)

Dear Ms. Ulrich:

Thank you for your letter of April 12, 2001 wherein you asked that we provide you with an interest rate quote of a loan in the amount of $635,000 payable in 3 annual payments with the proceeds being used to purchase vehicles for the Harrison County Sheriff's Department.

In response to your request we submit our quote in the amount of 4.80%. This quote is subject to the loan being a Tax Free and Bank Qualified Loan with the appropriate Attorney's opinion. Attorney's fees and closing cost to be paid by the county.

This is a rate quote only and not a commitment to lend and the stated rate would be for a loan closing within 90 days of today.

A loan commitment would be contingent upon our standard underwriting requirements based on financial statements and other information to be submitted.

We are pleased to offer you this quote and thank you for contacting us. You may contact the undersigned at 214-7225.

Sincerely,

[Signature]
Phil Carriere
Vice President

cc: credit file
April 20, 2001

Sent via: SEALED BID: FEDERAL EXPRESS

Ms Pamela J. Ulrich, County Administrator
Harrison County, Mississippi
PO Drawer CC
Gulfport, MS 39502-0860

Dear Ms Ulrich:

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. **Lessor:** First Continental Leasing, a division of BancorpSouth Bank
2. **Lessee:** Harrison County, Mississippi
3. **Equipment Description:** Vehicles for the Sheriff's Department
4. **Equipment Cost:** $635,000.00
5. **Lease Term:** 3 years
6. **Lease Payments:** (These are approximate payment amounts. The actual payment will be determined at funding date.)
   - 3 annual payments @ $230,299.44
   - 1st payment due 4/20/02
7. **Lease Rate:** 4.34%
8. **Funding Date:** This proposal is contingent upon the equipment being delivered and the lease funded prior to July 30, 2001. If the equipment is not delivered and the lease funded prior to July 30, 2001, this proposal is null and void. Any extension of the funding date must be in writing.
9. **Purchase Option:** Title is passed to Lessee at lease expiration for no further consideration.

10. **Non-appropriation/Termination:** The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. **Bank Qualification:** This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than $10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt.

12. **Tax Status:** This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. **Net Lease:** This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. **Financial Statements:** Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. **Lease Documentation:** This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to First Continental Leasing. The proposal is subject to approval by First Continental Leasing’s Credit Committee and to mutually acceptable terms, conditions and documentation.

This proposal expires as of the close of business on May 5, 2001. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to either me or Joyce Dortch at 1-800-222-1610.

Sincerely,

[Signature]

Bob Lee
Municipal Finance Manager

---

**ACCEPTANCE**

Harrison County, Mississippi

By: __________________________  Date: __________________________
April 20, 2001

Harrison County Board of Supervisors
Attention: Pam Ulrich, County Administrator
P.O. Drawer CC
Gulfport, MS 39502

Re: Harrison County Purchase of Sheriff Department Vehicles

Ladies and Gentlemen:

Coast Community Bank is pleased to submit a bid for the financing of vehicles for the Sheriff's Department per your letter dated April 4, 2001.

Note Amount: $635,000.00

Terms: Three Annual Installments of $211,666.67 each, plus interest, with the first installment due 1 year from the date of the note.

Interest Rate: 4.61% APR

This bid is submitted with the understanding the notes will meet the tax exempt status as established by the Internal Revenue Service and are secured by the full faith and credit of Harrison County.

If you have any questions regarding the bid, please do not hesitate to call me at 896-7784.

Sincerely,

[Signature]

Jimmy Estes
Senior Vice President
April 20, 2001

Trustmark National Bank
Post Office Box 291
Jackson, Mississippi 39205-0291
601.654.5111

Harrison County Board of Supervisors
Attn: Pam Ulrich, County Administrator
P.O. Drawer "CC"
Gulfport, MS 39502

Dear Ladies and Gentlemen of the Board:

Trustmark National Bank is pleased to submit its proposal for the lease purchase financing of $635,000 for thirty (30) police packaged vehicles for use by the Harrison County Sheriff’s Department. Trustmark will offer an interest rate of 4.84% to finance the vehicles over thirty-six (36) months, resulting in three annual payments of $231,584.32 coming due the 31st of March in 2002, 2003, and 2004.

Our bid is further subject to the following terms and conditions:

1. AUTHORITY: The Lease and other documentation will be authorized and entered into in accordance with State law. Further, this transaction must be designated by the resolution or order of the Board as a "qualified tax exempt obligation" pursuant to Section 265 of the Internal Revenue Code.

2. DOCUMENTATION: Trustmark will provide the County with all documentation needed to undertake this transaction at no cost to the County. The County, through its Board of Supervisors (the "Board") agrees to enter into such documentation, pending Board and County attorney approval. The County agrees to provide Trustmark with such documentation as is customary with this type of transaction including, but not limited to, an opinion of counsel to the effect that the interest payments are exempt from all federal and State taxation. The County will also file an IRS Form 8038-G in a timely manner and provide a copy to Trustmark after the closing of this financing.

3. EXPIRATION of RATE and NOTICE of FUNDING: Trustmark’s extension of the rate(s) indicated herein will expire at midnight, Friday, May 11, 2001, unless accepted prior thereto by the County or extended by agreement between Trustmark and the County. The County will give Trustmark five days notice of the actual date it desires this borrowing to be funded.

We hope that this information is to the County’s satisfaction. If you have any concerns or questions, please do not hesitate to contact us.

TRUSTMARK NATIONAL BANK

By: Jim Harper, Public Services Officer
April 20, 2001

Harrison County Board of Supervisors C/O Pam Ulrich
1801 23rd Ave
Gulfport, Ms. 39502

Dear Pam:

Attached is Hancock Banks bid proposal on the Lease Purchase of the fleet of vehicles for Harrison County. Please notify me of the bid results when available. Thank you.

Sincerely,

Tim Sansona
Assistant Vice President / Leasing Representative
Proposal to: HARISON COUNTY
BOARD OF SUPERVISORS

Equipment Cost: $635,000.00
Interest Charged: $56,578.45
Total of Payments: $691,578.45
Interest Rate, Tax Exempt: 4.33%
Annual Rental: $230,526.15
Terms: 3 Annual
Good through: 5/23/01
Purchase Option: $1.00
Equipment: FLEET OF VEHICLES

Fees or Other Charges, if any:
All applicable sales, use or property taxes resulting from this transaction, if any, will be charge to the Lessee.

Miscellaneous:
All documents are subject to the review and approval of our legal counsel prior to the disbursement of funds.
Physical damage and a minimum of $500,000 in liability insurance will be required with appropriate endorsements in favor of lessor.
An opinion of legal counsel from Lessee is required as to the indebtedness being Tax Free and Bank Qualified as defined in the Tax Reform Act of 1986.

By: Hancock Bank Leasing
P.O. Box 4019
Gulfport, Ms 39502
228-868-4348 PHONE / 228-871-6027 FAX
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 AYE

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 14th day of May 2001.
Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER APPROVING MEMORANDUM OF UNDERSTANDING BY AND BETWEEN HARRISON COUNTY AND THE SOUTH MISSISSIPPI IN-LINE HOCKEY LEAGUE FOR USE OF THE HOCKEY COMPLEX LOCATED AT THE HARRISON COUNTY SKATE PARK, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE memorandum of understanding by and between Harrison County and the South Mississippi In-Line Hockey League for use of the hockey complex located at the Harrison County Skate park.

IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE the Board President to execute the following contract:
Proposal

Memorandum of Understanding

Purpose: This Memorandum of Understanding (MOU) is to outline an agreement between the Harrison County Board of Supervisors (BOS) and South Mississippi In-Line Hockey League (SMIHL) for the use of the hockey complex located at the Harrison County Skate Park and Hockey Complex (HCSP).

Article I: It is the goal of SMIHL and the BOS to provide organized, recreational in-line hockey activities for the citizens of Harrison County and the Mississippi Gulf Coast at the lowest possible cost.

Article II: SMIHL in conjunction with the HCSP park manager, will act as the governing body over all recreational in-line hockey activities conducted at the HCSP and as such will provide the necessary rules and regulations to conduct these activities in the safest manner possible.

Article III: SMIHL will provide the necessary liability insurance for all active players associated with league in-line hockey activities through its governing body, U. S. A. Hockey, Inc. or other appropriate sanctioning organization. BOS will provide all other necessary insurance for the hockey complex of the HCSP.

Article IV: SMIHL will be entitled to market the advertisement space located on the "dasher boards" of the hockey rink. SMIHL will use a portion of these proceeds to establish a fund to help underprivileged citizens participate in league activities.

Article V: SMIHL in conjunction with the HCSP will be entitled to conduct all in-line hockey clinics located at the HCSP and will split all profits, after expenses equally.

Article VI: SMIHL will provide the manager of the HCSP with a calendar documenting the times of all league activities so that the manager may schedule other appropriate events in the hockey complex. As a rule, SMIHL will be entitled to sole use of the hockey complex each Monday through Friday from 4:00pm until closing and at all times on Saturdays and Sundays during league seasons. The in-line hockey clinics may be conducted outside these times but must also be scheduled with the HCSP manager.
Article VII: SMIHL will be responsible for the cleanliness of the hockey rink and dressing rooms after all league approved activities.

Ricky Wilkinson, President-SMIHL

Date

Harrison County Board of Supv.

Date
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
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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 AYE

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 14th day of May 2001.
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2001 TERM

Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER APPROVING INTERNET ACCESS FOR COUNTY PERSONNEL AS PER LIST ON FILE WITH THE CLERK OF THE BOARD

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE Internet access for County personnel as per list on file with the Clerk of the Board.

Supervisor MARLIN R. LADNER 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2001 TERM

Supervisor MARLIN R. LADNER moved adoption of the following:

ORDER APPROVING OVERTIME FOR FIVE EMPLOYEES OF THE
SAND BEACH DEPARTMENT DURING MEMORIAL DAY WEEKEND

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE overtime for five
employees of the Sand Beach Department during Memorial Day weekend.

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 AYE

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 14th day of May 2001.
Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER APPROVING PAYMENT OF FUNERAL EXPENSES FOR PAUPERS, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of the following pauper funeral expenses:

$500.00 to Bradford O'Keefe Funeral Home for burial of Terry Anderson.
$500.00 to Riemann Funeral Home for burial of Frances McGlynn.

Supervisor MARLIN R. LADNER 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER APPROVING TRAVEL, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the following travel:

1) Neille Jones, Purchase Clerk, to attend the Advanced Public Procurement Education and Training/Development seminars sponsored by the Mississippi Association of Governmental Purchasing Administrators in Jackson, Mississippi May 23-25, 2001, the estimated cost being $918.00.

2) Pam Ulrich, County Administrator, and Vandy Mitchell, Assistant Personnel Director, to attend the Employment and Labor Law in Mississippi seminar in Jackson, Mississippi June 14, 2001, the estimated cost being $650.00.

3) Sue Shipman and Elizabeth Parker, Data Processing Department, to attend the PCSS conference in Myrtle Beach, SC, September 10-15, 2001 and use a county vehicle to travel, the estimated cost being $1,225.00.

Supervisor MARLIN R. LADNER 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2001 TERM

Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER APPROVING ADVERTISEMENT OF COUNTY RESOURCES,
PAYABLE FROM TOURISM FUNDS, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY APPROVE advertisement of County
Resources, payable from Tourism Funds, as follows:

$850 for a colored back cover of the Gulf Coast Local Sunday School and
Baptist Training Union Congress Pageant Souvenir Booklet.

$300 for a full-page ad in the Mississippi Miss Hospitality Pageant
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 AYE

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 14th day of May 2001.

* * *
Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER APPROVING CONTINUATION OF SUPPORT SERVICES BY COASTAL ENVIRONMENTS, INC. FOR THE PLANNING DEPARTMENT AT AN AMOUNT NOT TO EXCEED $3,000.00

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE continuation of support services by Coastal Environments, Inc. for the Planning Department at an amount not to exceed $3,000.00.

Supervisor MARLIN R. LADNER 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor MARLIN R. LADNER moved adoption of the following:

ORDER APPROVING $4,150 APPROPRIATION TO THE CITY OF LONG BEACH FOR ITS SENIOR CITIZENS PROGRAM, PAYABLE FROM 126-100-701

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE $4,150 appropriation to the City of Long Beach for its Senior Citizens Program, payable from 126-100-701.

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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER DESIGNATING THE PURCHASE CLERK, THE CHANCERY CLERK AND ANY DEPARTMENT HEAD, AS NEEDED, TO RECEIVE BIDS, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY DESIGNATE the Purchase Clerk, the Chancery Clerk and any department head, as needed, to receive the following bids:

1) 5/16/2001 - 10:30 a.m. - Landscape improvements from Rodenberg Avenue to Point Cadet along US Highway 90;
2) 5/17/2001 - 10:30 a.m. - Annual and semi-annual bids A-1 thru Z-2;
3) 5/22/2001 - 10:00 a.m. - Materials for dugout for Saucier ball park.

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 AYE

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 14th day of May 2001.
Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER APPROVING THE EMPLOYMENT OF KEAL S. HASSIN, JR., ARCHITECT, TO ASSESS COST OF REPAIR/RENOVATIONS AT THE CIRCUIT COURT LOCATED IN THE SECOND JUDICIAL DISTRICT COURTHOUSE, AND THE CHANCERY COURT/ADMINISTRATORS IN THE FIRST JUDICIAL DISTRICT COURTHOUSE

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Keal S. Hassin, Jr., Architect, to assess cost of repair/renovations at the Circuit Court located in the Second Judicial District courthouse, and the Chancery Court/Administrators in the First Judicial District courthouse.

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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor WILLIAM W. MARTIN moved the adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY BOARD OF SUPERVISORS HONORING WAYNE LITZINGER UPON HIS RETIREMENT, AND FOR RELATED PURPOSES

WHEREAS, on May 31, 2001, Wayne Litzinger will retire from his employment with Harrison County; and

WHEREAS, Wayne is a graduate of South Union High School, Union Town, Pennsylvania and is married to the former Sandra Cropp; and

WHEREAS, Wayne and Sandra have a daughter, Lee Ann, who is employed in the Physical Education Department at Mississippi State University; and

WHEREAS, Wayne serves as an elder in the First Presbyterian Church of Gulfport; is Sunday School Superintendent; serves as Superintendent of Convent Christian School and is serving as a delegate of the General Assembly for his Church; and

WHEREAS, Wayne’s hobbies include restoring antique cars and he is currently working on his beloved 1969 Mustang; and

WHEREAS, Wayne is a member of the Mississippi Coast Mustang Club and has served as President of the Long Beach Chamber of Commerce; and
WHEREAS, Wayne has had a challenging and interesting career, which has included service as a foreman at Turnbull Enterprises, Inc. of Gulfport, owner and operator of Southern Manner Interiors and Designs of Long Beach; and Assistant Harbor Master for the City of Gulfport and Long Beach; and is currently retiring from the Purchasing Department of Harrison County, Mississippi.

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

SECTION I. Upon the adoption of this Resolution, the Harrison County Board of Supervisors, on behalf of the Citizens of Harrison County, do hereby honor and commend Wayne Litzinger upon his retirement.

SECTION II. The Harrison County Board of Supervisors expresses its sincere appreciation, and that of the Citizens of Harrison County to Wayne Litzinger for his faithful and dedicated service.

SECTION III. A copy of this Resolution shall be spread upon the Official Minutes of Harrison County, there to remain as a testament to Wayne Litzinger.
Supervisor MARLIN R. LADNER seconded the Motion to adopt the above and foregoing Resolution whereupon the President put the question to a vote with the following results:

- Supervisor BOBBY ELEUTERIUS voted, AYE
- Supervisor MARLIN LADNER voted, AYE
- Supervisor LARRY BENEFIELD voted, AYE
- Supervisor CONNIE ROCKCO voted, AYE
- Supervisor WILLIAM MARTIN voted, AYE

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Resolution adopted on this the 14th day of May 2001.
Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER APPROVING PAYMENT OF $395.00 CLAIM FROM SECURITY OPERATIONS GROUP FOR SECURITY SERVICES RENDERED AT THE MOSQUITO CONTROL SITE, PAYABLE FROM 001-151-581, AND AUTHORIZING BUDGET AMENDMENT THEREFOR

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of $395.00 claim from Security Operations Group for security services rendered at the Mosquito Control site, payable from 001-151-581.

IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE budget amendment therefor.

Supervisor MARLIN R. LADNER 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2001 TERM

Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER APPROVING CHANGE ORDER NO. 1 FOR HATTIESBURG BUILDING CONTRACTORS FOR A CREDIT IN THE AMOUNT OF $88.58 FOR THE GULF COAST COMMUNITY ACTION AGENCY PROJECT, AS RECOMMENDED BY THE ARCHITECT, FERDINAND B. WALKER

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the following Change Order No. 1 for Hattiesburg Building Contractors for a credit in the amount of $88.58 for the Gulf Coast Community Action Agency project, as recommended by the Architect, Ferdinand B Walker:
May 11, 2001

Ms. Pamela Ulrich,
County Administrator
Harrison County Board of Supervisors
P.O. Box CC
Gulfport, MS 39502

Dear Ms. Ulrich:

Attached is Change Order #1 for consideration and approval. The net amount of the change order is a credit of $88.58. Please consider this change order at your earliest convenience. We recommend approval of this Change Order.

The change order includes a credit for use of DWV PVC in lieu of cast iron under slab plumbing pipes and an add for providing seven new doors and frames in lieu of re-using seven existing doors. The existing doors were to be re-used only for the sake of the low budget set for this project. This change order allows for uniformity of appearance by not having to re-use existing doors while maintaining the level of quality of the project. An extension of three (3) days to the contract time is also included.

We have back-up documentation and negotiation comments concerning this change order in our files if you need additional information. Should you have any questions concerning this letter, or any other matter, please do not hesitate to contact us.

Sincerely,

F. WALKER & ASSOCIATES, ARCHITECTS

Ferdinand B. Walker, AIA
Architect

9901/30/0
CHANGE ORDER

AIA DOCUMENT G701

PROJECT: Renovate the Gulf Coast Community Action Agency Building
(name, address) Gulfport, MS

TO CONTRACTOR:
(name, address) Hattiesburg Building Contractors
512 Eastside Avenue
Hattiesburg, MS 39401

ARCHITECT'S PROJECT NO: 9901
CONTRACT DATE: 07-DEC-01
CONTRACT FOR: Construction

CHANGE ORDER NUMBER: One
DATE: 11-MAY-01

The Contract is changed as follows:
Substitute Schedule 60 DWV for Cast-Iron for below-slab plumbing.
Demolish seven existing doors and re-frame openings to accommodate new doors.
Supply and install seven new wood doors and metal frames as specified.

The original (Contract Sum) of the Contract for the Project was $357,000.00
Net change by previously authorized Change Orders $0.00
The (Contract Sum) of the Contract prior to this Change Order was $357,000.00
The (Contract Sum) of the Contract after this Change Order will be $356,911.42
The date of Substantial Completion as of the date of this Change Order therefore is 22-SEP-01
The Contract Time will be (increased) by three days.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by this Change Order.

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

ARCHITECT
CONTRACTOR
OWNER

By Ferdinand B. Walker

DATE: MAY-01

CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.
Supervisor **MARLIN R. LADNER** 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 then declared the motion carried and the Order adopted.

**THIS, the 14th day of May 2001.**
The matter of the second reading and final adoption of the Harrison County Employee Handbook, to be effective July 1, 2001, came before the Board for its consideration, whereupon Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER APPROVING FOR SECOND READING AND ADOPTING THE HARRISON COUNTY EMPLOYEE HANDBOOK, TO BE EFFECTIVE JULY 1, 2001

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE AND ADOPT the following Harrison County Employee Handbook, to be effective July 1, 2001:

HARRISON COUNTY

PERSONNEL POLICY MANUAL

EMPLOYEE COPY
PERSONNEL POLICY MANUAL

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Introduction

This Policy Manual has been prepared to introduce you to Harrison County. It will acquaint you with the policies, rules, pay and benefits which apply to all employees of Harrison County. The information in this Policy Manual is presented as a matter of information only and its contents should not be interpreted as a contract between Harrison County and any of its employees.

Please read this Policy Manual carefully and keep it handy for future reference. One of your first responsibilities is to be familiar with its contents. This Policy Manual is only a summary of our policies, so please review it with your Department Head or the Personnel Department if you have any questions.

Changes in Policy

Since our county is constantly changing, the Board of Supervisors expressly reserves the right to change any of our policies, including those covered here, at any time. Normally, we will notify you of these changes by posting them or by other appropriate means. Changes will be effective on dates determined by the Board of Supervisors and you may not rely on policies that have been superseded. No Department Head other than the Board of Supervisors has the authority to alter the foregoing.

If you are uncertain about any policy or procedure, please check with your Department Head or the Personnel Department.

Employment Relationship

Your employment with Harrison County is “at-will” and entered into voluntarily. You are free to resign at any time, for any reason, with or without notice. Similarly, Harrison County is free to conclude the employment relationship at any time.

* * * * * * *

This Policy Manual supersedes all previous employee handbooks and management memos that have been issued on subjects covered herein.
000. EMPLOYMENT
Definitions of Employment Status

I. PURPOSE

To help provide uniformity and equality in applying personnel policies and benefits.

II. SCOPE

These definitions apply to all departments of Harrison County.

III. POLICY

The following terms will be used to describe the classification of employees and their employment status:

Exempt. Employees whose positions meet specific test established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements. Exempt employees are paid on a salary basis, i.e., their compensation is not based on the number of hours they work.

Non-Exempt. Employees whose positions do not meet FLSA exemption tests and who are paid a multiple of their regular rate of pay for hours worked in excess of forty per week, as required by federal law.

Full-Time. Employees scheduled to work 30 hours or more per week. Full-Time employees are eligible for certain benefits that are outlined in the benefit section of this handbook.

Part-Time. Employees scheduled to work less than 30 hours per week. Part-Time employees are ineligible for certain benefits. Review the benefits section of this handbook for more information.

Regular. Employees who have completed the 90-day orientation period.
Temporary. Employees who are hired for a pre-established period, usually during peak workloads or for vacation relief. They may work a full-time or part-time schedule. They are ineligible for county benefits and holiday pay.
Hiring Process

I. PURPOSE

To establish a standardized method of hiring employees.

II. SCOPE

This policy applies to all departments of Harrison County.

III. POLICY

Standardization of procedures is one vital component of the Personnel System and applies to each phase of your employment with Harrison County. Everyone must fill out an application. Professional staff must have a resume'. The Personnel Department takes applications from the public, Mississippi State Employment Service, and other local free pre-screening agencies. Harrison County does not pay fees to employment agencies. The Personnel Department will offer a list of applicants to the Department Heads for their hiring, based on qualifications, experience and education, as specified in the class specifications.

Information on the application is protected under the Privacy Act. Some classifications do require pre-testing before a final decision can be made.
Equal Opportunity and Affirmative Action Statement

I. PURPOSE

To preserve an employment environment free from illegal discrimination.

II. SCOPE

This policy applies to all employees of Harrison County except those covered by Civil Service.

III. POLICY

Harrison County maintains a policy of nondiscrimination with employees and applicants for employment. No aspect of employment with us will be influenced in any manner by race, color, religion, sex, age, national origin, physical or mental disability, veteran status, or any other basis prohibited by statute. Further, Harrison County reasonably accommodates persons with mental or physical disabilities as long as the accommodation does not cause Harrison County undue hardship.

Harrison County's Affirmative Action Plan (AAP) declares the Board of Supervisor's intention to provide Equal Employment Opportunity (EEO) to its staff in all personnel functions. Your responsibility for compliance with these regulations lies in your day-to-day activities. As you perform your duties you must do so equally.

The EEOC Officer for Harrison County is Bobbie Bentley and she can be reached at 865-4034 to answer any complaints or questions you might have.
Americans with Disabilities Act

I. PURPOSE

To comply with the Americans with Disabilities Act.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

Harrison County's policy and practice is to comply with the Americans with Disabilities Act and ensure equal employment opportunity for all qualified persons with disabilities.

Harrison County will not discriminate against qualified applicants and employees on the basis of disability. Reasonable accommodation is available to all employees and applicants, including work site accessibility as long as the accommodation does not cause undue hardship on Harrison County. Individuals should contact their department head or the Personnel Department concerning an accommodation.
Employment of Relatives (Nepotism)

I. PURPOSE

To prevent problems of supervision and to comply with the Mississippi Statute dealing with Nepotism.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

The Board of Supervisors are bound by State Statute, Section 25-1-53, Mississippi Code of 1972, Annotated, as amended, pertaining to Nepotism. The Harrison County Board of Supervisors further discourages nepotism by prohibiting the hiring of relatives by Department Heads.
Employment of Minors

I. PURPOSE
To establish guidelines to occasionally hire minors during school breaks, at peak work periods, or on an internship basis.

II. SCOPE
This policy applies to all positions of Harrison County.

III. POLICY
Generally, regular employees must be 18 years of age or older. Occasionally, we hire students or others who are 16 or 17 years old, but this must be approved in advance by the Board of Supervisors.
Rehires

I. PURPOSE

To establish the authority and guidelines regarding former employees applying to be rehired.

II. SCOPE

This policy applies to all former employees of Harrison County.

III. POLICY

When former employees apply to be rehired, they will be evaluated on the same basis as other applicants. However, special consideration will be given to past job performance and the employee's knowledge of job function and procedures.

NOTE: Employees who are terminated for misconduct will not be considered for re-employment with Harrison County.
New Employee Orientation Period

I. PURPOSE

To establish an orientation period of on-the-job work experience by which the new employee and Harrison County may evaluate employment suitability in terms of knowledge, skill, ability and interest.

II. SCOPE

This policy applies to all positions of Harrison County.

III. POLICY

The orientation period for new employees lasts six months from the date of hire. During this time, you have your first opportunity to evaluate Harrison County as a place to work, and your supervisor has the first opportunity to evaluate you as an employee. As during your regular employment, you and Harrison County each have the right to terminate employment without advance notice and without cause.

The orientation period involves frequent evaluation of performance. All employees, regardless of classification, status or length of service, are expected to meet and maintain Harrison County’s standards for job performance and behavior. If Harrison County determines in its sole discretion that a satisfactory performance level cannot be achieved through a reasonable amount of training and coaching, orientation period employees will be released immediately.
Personnel Records

I. PURPOSE

To establish standards by which information contained in personnel records will be managed to achieve accuracy, privacy and legal compliance.

II. SCOPE

This policy applies to all departments and employees of Harrison County.

III. POLICY

Important events in each employee’s history with Harrison County will be recorded and kept in the employee’s personnel file. Regular performance evaluations, change of status records, commendations, written reprimands, and educational attainment records are examples of records maintained.

Your personnel file is available for your inspection in the Personnel Department. Employees will be expected to give 24 hours notice to the Personnel Department. The review will take place in the Personnel Department with a Personnel Department representative present.

Access to personnel records is restricted to authorized employees of the Personnel Department and Department Heads on a “need to know” basis. Personnel records are the property of Harrison County and may not be removed from the Personnel Department.

You are responsible for notifying the Personnel Department of changes in address, telephone number, and/or family status (births, marriage, death, divorce, etc.), as income tax status and insurance may be affected by these changes.
Other Employment

I. PURPOSE

To establish standards for employees who have employment somewhere other than Harrison County.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

No employee may engage in employment which could cause a conflict of interest, or use their County employment for personal gain. Outside employment must not interfere with performance of duties for Harrison County. Your first loyalty has to be to your duties with Harrison County. Employees may not actively work on outside employment while off on Medical Leave or Worker's Compensation Leave.
100. WAGE AND SALARY ADMINISTRATION
Salary Increases

I. PURPOSE

To establish standards for Department Heads when recommending salary increases for employees.

II. SCOPE

This policy applies to all departments of Harrison County.

III. POLICY

The following are to be considered by Department Heads when recommending a salary increase for an employee:

1. Employee performance.
2. Employee's present rate of pay as it relates to the established minimum and maximum salary range for the position.
3. The period of time since the last salary increase and the amount of that increase.
4. Tenure.
5. Employees whose salary is below the established minimum for their salary range should be increased to the minimum as soon as budgeted monies allow.

Merit raises may be given any time during the year if budgeted monies allow, provided that the policy for wage and salary increases has been followed.

Salary ranges will be reviewed periodically, as recommended by the Personnel Director and will be adjusted if approved by the Board of Supervisors.

All employees must have a minimum of six (6) months of service with Harrison County before being eligible to receive a salary increase.
Employees who are at the maximum of their salary range (or who exceed the salary range for their position) will not be eligible for any increases except cost of living increases or become eligible for promotion to a higher position. If you have any questions about this, contact the Personnel Director.
Deductions from Salaries

I. PURPOSE

To establish standards for deducting from exempt employees' salary.

II. SCOPE

This policy applies to all exempt employees of Harrison County.

III. POLICY

Under the provisions of the Fair Standards Act, no deduction will be made from the salary of an exempt employee for time lost in any week in which the employee does any work, unless the time lost is:

1. An absence of a day or more for personal reasons other than sickness or accident; or
2. An absence of a day or more for illness or if the employee's attendance is unsatisfactory.
Supplements to Salaries

I. PURPOSE

To establish a method of providing supplements to exempt employee's salary.

II. SCOPE

This policy applies to all exempt employees of Harrison County.

III. POLICY

Since time on the job is not the basis for compensating exempt employees, there will normally be no additional compensation for time worked beyond regularly scheduled hours. In the unusual circumstances that satisfactory performance of assigned responsibility mandates time on the job substantially in excess of regular hours, the Harrison County Board of Supervisors must approve any supplemental pay.
Paydays

I. PURPOSE
To set standard paydays for all county employees.

II. SCOPE
This policy applies to all employees of Harrison County.

III. POLICY
Paydays are on the fifteenth (15th) and the last working day of the month. When the fifteenth falls on a weekend or holiday, checks will be given the preceding workday.
Final Paychecks

I. PURPOSE

To establish standards for issuing final paychecks to employees who are leaving employment with Harrison County.

II. SCOPE

This policy applies to all employees who are leaving employment with Harrison County.

III. POLICY

Final paychecks will be issued as follows:

Dismissed Employees. Whenever possible, a final paycheck will be issued to a dismissed employee at the time of dismissal. By law, the County is required to issue such paycheck by the end of the first day that the payroll department is open following dismissal.

Voluntarily Resigning Employees. The final paycheck for a voluntarily resigning employee will be made available on his or her regular payday. In unusual circumstances the Department Head may make other arrangements for earlier payment.
Lost Paychecks

I. PURPOSE

To establish standards for handling lost or missing paychecks.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

Employees are responsible for their paychecks after they have been issued. Lost or missing checks should be reported immediately to the Payroll Department so that a stop payment order may be initiated. If a stop payment is necessary, the employee will be charged for the service. The law has special procedures for the replacement of a lost county warrant which would be explained by the Payroll Clerk if a check is lost.
Lost Paychecks

I. PURPOSE

To establish standards for handling unclaimed paychecks.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

Paychecks not claimed by employees within two weeks of the date issued to the payroll department.
Direct Deposit

I. PURPOSE

To provide a method for eligible full-time employees to have their paychecks automatically deposited into a bank account.

II. SCOPE

This policy applies to all full-time employees who have one year of service with Harrison County.

III. POLICY

A full-time employee with one (1) or more years of service may enroll in direct deposit and have their payroll check electronically deposited into their bank account. For information about enrollment please contact the Payroll Clerk at 865-4113.
Garnishments and Tax Levies

I. PURPOSE
To establish standards for handling garnishments and tax levies received against employees.

II. SCOPE
This policy applies to all employees of Harrison County.

III. POLICY
A garnishment is a legal action by a creditor requiring the county to withhold an amount from an employee's earnings. The county must forward the amount to the creditor each payday until the debt has been paid. Federal and State law limits the amount or percentage of earnings which may be withheld.

A tax levy is a similar action brought by a governmental tax agency to satisfy an employee's tax indebtedness.

When a garnishment or tax levy is served on the county, the employee shall be contacted by the Personnel Director or Payroll Clerk. The employee shall be asked to try and make direct payments to satisfy the creditor or tax agency. If an agreement is reached, the employee must ask the creditor to issue a written release to the county.

If no release is received, or if, after receipt of a release, the employee does not make the direct payments, the county must process the garnishment or tax levy.

Employees whose earnings are garnished or levied should be counseled on wisdom of managing their personal affairs so as not to involved the county. However, no disciplinary action may be taken because of an initial
garnishment or tax levy. Subsequent infractions may necessitate disciplinary action.
Transfers

I. PURPOSE

To establish standards for managing transfers.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

A county employee may transfer from one department to a vacant position in another department. The four types of transfers are:

1. Promotional Transfer – Transferring into a higher salary pay slot.
2. Lateral Transfer – Transferring into an equal position with no change in salary.
3. Voluntary Demotion Transfer – Voluntarily transferring into a position paying less salary.
4. Administrative Transfer – This is a lateral transfer that is made at the discretion of the management of Harrison County. This type of transfer can be made at anytime without notice to the employee.

All transfer changes will be subject to the 90-day Orientation Period like new employees. Medical leave and personal leave are standardized and are not affected by transferring from one position to another.
Demotions

I. PURPOSE

To establish standards for managing demotions.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

A county employee may be demoted because of inadequate performance, disciplinary reasons, a reduction in force, or voluntary demotion. The reasons for the action are given to the employee at least ten (10) working days prior to the effective days of the demotion. The employee will be given an opportunity for a conference with the Department Head and to respond in writing prior to any action. The three types of demotions are:

1. Voluntary Demotion – (a) Can be initiated by the employee. (b) At the completion of work projects.

2. Inadequate Performance – Employee has displayed an inability to adapt to job requirement, less than minimally satisfactory performance appraisal rating.

3. Disciplinary Demotion – This is for just cause initiated by the Department Head as an alternative to termination.
200. HOURS OF WORK AND PAYROLL PRACTICES
Time Records: Hours of Work

I. PURPOSE
To establish standards by which time records are recorded and maintained.

II. SCOPE
This policy applies to all employees of Harrison County.

III. POLICY
Time sheets or time cards are required of all employees who are classified as Non-Exempt. Employees must sign their time sheets or time cards. Unsigned time sheets or time cards may result in a delay in receiving a payroll check.

All original time sheets or time cards are to be sent to the Personnel Department within two weeks of the end of the pay period. Time sheets are to be completed in blue or black ink only. Leave time is to be shown in red ink only. Actual time worked must be entered in the right column of the time sheet.

Request for Leave forms must be signed by both the employee and the employee’s Department Head. Prior to authorizing leave time, the Department Head must contact the Personnel Department to ensure that there is adequate leave available for the employee’s use.

Exempt Employees – Must report all leave time taken to the County Administrator, Road Manager or Supervisor for approval and then the leave
form will be forwarded to the Personnel Department so it can be posted on his/her yearly attendance sheet.

ALL LEAVE TIME IS TO BE APPROVED BY THE DEPARTMENT HEAD IN ADVANCE OF THE REQUEST LEAVE DATE

A basic 40-hour week is maintained and a workweek runs from Monday to Sunday. County courthouses are under State Statue to be open from 8:00 a.m. to 5:00 p.m. Monday through Friday. The Board of Supervisors directs that all individual public offices be open during the noon hour except those provided by law. Other areas outside the County courthouses have hours that are set by the Department Head and vary from location to location.

Rest periods (one in the morning and one in the afternoon) of from five (5) to twenty (20) minutes in duration are counted as time worked. You may not leave your work site to attend to personal business during a rest period.

All departments requiring 24-hour service, or shift work employees, will follow the hours as established by the Department Head. Shifts may vary from one department to the next.
Pay Periods

I. PURPOSE

To establish the pay periods for salary and hourly employees.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

Exempt Employees – Pay periods are from the first (1st) of the month until the fifteenth (15th) and from the sixteenth (16th) to the last day of the month.

Salaried Non-Exempt Employees – Same as for Exempt Employees.

Hourly Employees – Pay periods for hourly employees are from the seventh (7th) of the month until the twenty-first (21st) and from the twenty-second (22nd) of the month to the sixth (6th) of the month.
Storm, Hurricane, Snow Days and Emergency Conditions

I. PURPOSE

To establish standards for employees to follow during emergency conditions.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

Employees are requested to stay tuned to local radio and television stations where announcements will be made of Harrison County work centers closing due to stormy conditions. If work centers are forced to close early because of weather, all employees who reported for work will be paid for a regular days’ work. Employees who made no effort to come in and did not call in or report will not be paid. All employees are expected to get to work, especially at the district locations because of the nature of work, unless excused by the Superintendent or Department Head. During emergency times all employees are expected to report to work if requested by the Department Head.
Call Out Policy

I. PURPOSE

To establish standards for compensating employees who are called out during non-working hours.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

This policy, by the Board of Supervisors, will differ from the Emergency Conditions Policy in as much as it is not a county-wide disaster. If a call out does occur during non-working hours, such as for flooding, trees down, etc., employees will be paid as follows:

- Up to three (3) hours = 3 hours minimum
- After the first three (3) hours, time worked will be paid on a hourly basis.
Holidays

I. PURPOSE

To provide a paid time-off benefit to recognize a traditional

II. SCOPE

This policy applies to all regular full-time employees.

III. POLICY

All regular full-time employees get ten (10) paid holidays per year, as approved by the Board of Supervisors. If you must work on a regular scheduled holiday you will be paid eight (8) hours of holiday pay and your regular pay for the time worked. For example, if your regular rate of pay is $7.00 per hour and you work 8 hours on a regularly scheduled holiday, you will be compensated in the following manner:

\[
\begin{align*}
8 \text{ Hours of Holiday Pay} & = 56.00 \\
8 \text{ Hours of actual time worked} & = 56.00 \\
& = 112.00 \text{ for that day}
\end{align*}
\]

To be eligible for holiday pay, an employee must work the last regularly scheduled workday preceding the holiday and the first regularly scheduled workday following the holiday, unless the absence is approved in advance by the department head. This would mean using personal leave or medical leave; the employee would lose their holiday pay.

If a county recognized holiday falls during an employee’s scheduled time the day the holiday falls on will not count against the employee’s personal leave.
300. EMPLOYEE BENEFITS AND SERVICES
Personal Leave

I. PURPOSE

To provide a paid time-off benefit to regular full-time employees.

II. SCOPE

This policy applies to all eligible regular full-time employees of Harrison County.

III. POLICY

All regular full-time employees will accrue personal leave in the following manner:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Accrual Rate (Monthly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 month to 36 months</td>
<td>12 hours per month</td>
</tr>
<tr>
<td>37 months to 96 months</td>
<td>14 hours per month</td>
</tr>
<tr>
<td>97 months to 180 months</td>
<td>16 hours per month</td>
</tr>
<tr>
<td>over 180 months</td>
<td>18 hours per month</td>
</tr>
</tbody>
</table>

All employees are encouraged to use their accrued personal leave. It is preferred that employees not use more than eighty (80) hours of accumulated personal leave consecutively. If a longer leave is required a special written authorization is required by your immediate supervisor or department head. Various departments may, because of work requirements, reduce consecutive time off to not more than forty (40) hours.

All personal leave must be approved by your immediate supervisor or department head in advance.

The earned personal leave shall be credited to the employee after completion of each month of service. Personal leave
will not be granted to an employee if the amount requested is greater than what was earned and accumulated.

Personal leave shall be used for the first eight (8) hours of an employee's illness if no doctor's excuse supplied to your immediate supervisor or department head.

If an employee is not actively at work for two (2) weeks (10 working days), other than a planned vacation, the personal leave in which they have accumulated can be used but, the employee will not accumulate additional leave until they have returned to work for a period of thirty (30) calendar days.

Part-time and temporary employees are not eligible for earning personal leave. Employees that are considered full-time but work less than forty (40) hours per week will have their leave prorated to the number of hours they work.

Your official record of leave time is kept in the Personnel Department along with other information. You may review this information by calling the Personnel Department at 865-4209.
Medical Leave

I. PURPOSE

To provide a paid time-off benefit to regular full-time employees who are sick, injured, have a doctor's appointment, or are pregnant.

II. SCOPE

This policy applies to all eligible regular full-time employees of Harrison County.

III. POLICY

In order to claim medical leave, an employee must be sick, injured, have a doctor's appointment, or be pregnant. Medical leave may be used for the illness or injury of an employee only. The employee must submit a valid doctor's certificate to his immediate supervisor in order to be granted medical leave. If a doctor's certificate is not provided the first eight (8) hours will be deducted from personal leave and if an employee doesn't have personal leave the first eight (8) hours will be leave without pay.

For an absence due to an illness of thirty-two (32) consecutive working hours (combined personal leave and medical leave), medical leave shall be authorized only when a valid doctor's certificate is provided.

If an employee is not actively at work for two (2) weeks (10 working days), other than a planned vacation, the medical leave in which they have accumulated can be used but, the employee will not accumulate additional leave until they have returned to work for a period of thirty (30) calendar days.
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Employees that are considered full-time but work less than forty (40) hours per week will have their leave prorated to the number of hours they work.

Your official record of leave time is kept in the Personnel Department along with other information. You may review this information by calling the Personnel Department at 865-4209.
Donor Leave

I. PURPOSE

To provide a method for employees to donate a portion of their earned personal or medical leave to an eligible employee.

II. SCOPE

This policy applies to all eligible regular full-time employees of Harrison County.

III. POLICY

This policy allows employees to donate a portion of their earned personal or medical leave to another county employee who is suffering from a catastrophic illness or injury or has another member of his/her immediate family who is suffering from a catastrophic illness or injury.

A “catastrophic illness or injury” means a severe condition or combination of conditions affecting the mental or physical health of an employee or a member of an employee’s immediate family that requires the services of a licensed physician for an extended period of time. And that requires the employee to exhaust all leave time that the employee has earned and that would cause the employee to lose compensation from the county.

“Immediate Family” means spouse, parent, stepparent, sibling, child or stepchild.

The official time records, i.e., personal and medical leave, will be maintained by the Harrison County Personnel Department. A uniform form shall be executed by the employee donating the leave (the donor employee) that shall be filed with the Personnel Department, a copy being placed in the file of the donor and recipient.
The employee donating the leave (the donor employee) shall designate the employee who is to receive the leave (the recipient employee) with the amount of personal and/or medical leave that is to be donated. This shall be indicated on a form provided and filed with the Personnel Department. The Personnel Department shall then notify the donor’s supervisor of his/her designation. The Personnel Department shall also notify the recipient’s supervisor of the amount of leave that has been donated. The supervisor shall then advise the recipient the facts relative to the donation of leave. During the time of the leave, it shall be the recipient employee’s responsibility to seek all donations of leave time. It will be required that the recipient employee make monthly inquiries to the Personnel Department as to number of leave hours available.

The maximum amount of earned leave that an employee may donate to another employee may not exceed a number of days that would leave the “donor employee” with fewer than seven (7) days of annual leave in the leave account of the “donor employee”, and the maximum amount of earned medical leave that a “donor employee” may donate to any employee may not exceed fifty percent (50%) of the earned medical leave of the “donor employee”.

Before a recipient employee may receive “donated leave”, he/she must have exhausted all earned personal and medical leave prior to becoming eligible to receive donated leave.

Prior to an employee receiving donated leave, he/she must provide the Personnel Department a detailed physician’s statement that reflects the following, to wit:

1. State the beginning date of the catastrophic illness or injury.
2. A description (in detail) of the illness or injury.
3. A prognosis for recovery.
4. The anticipated date the recipient employee will be able to return to work.
5. The notice must contain the recipient’s name and date the statement was written to be valid.
During the time an employee is receiving donated leave it will be his/her responsibility to furnish monthly reports from their physician detailing the employee's condition and expected date to return to work. Failure to supply this monthly report will disqualify the recipient employee from the Donor Leave Program until the proper documentation is received by the Personnel Department.

If an employee is not actively at work from more than three (3) months, their health insurance premium on the 1st day of the 4th month will then become the responsibility of the employee. The employee will be notified by the Personnel Department at the beginning of the 3rd month, at which time the employee will be given the opportunity to COBRA their health insurance for 18 months.

In the event that the total amount of leave that has been donated is not utilized by the "recipient employee" the donated leave that is not used shall be returned to the donor employee on a pro rata basis, based on the ratio of the number of days of leave donated by each "donor employee" to the total number of days of leave donated by all donor employees. If the "donor employee" is no longer employed with Harrison County the donated leave is to be taken off the books and given back to Harrison County.
Family and Medical Leave

I. PURPOSE

To enable employees to receive up to twelve weeks away from work within and twelve months to attend specified family and medical needs with job protection and no loss of accumulated service.

II. SCOPE

This policy applies to all employees who have worked for Harrison County for at least twelve months and worked at least 1,250 hours during the twelve months preceding the leave.

III. POLICY

The Family and Medical Leave Act of 1993 (FMLA) entitles eligible employees to take up to 12 weeks of paid/unpaid, job protected leave each year for specified family and medical reasons.

Employee Eligibility. To be eligible for FMLA benefits, an employee must:

1. Have worked for Harrison County for at least 12 full months;
2. Have worked at least 1,250 hours over the previous 12 months; and
3. Must have a covered family or medical condition.

Leave Entitlement. Harrison County will grant an eligible employee up to a total of 12 workweeks of unpaid leave during and 12-month period (beginning for the date the employee is first placed on Family and Medical Leave) for one or more of the following reasons:

- For the birth or placement of a child for adoption or foster care;
• To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
• To take medical leave when the employee is unable to work because of a serious health condition.

If both spouses are employed by Harrison County they are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not parent-in-law) who has a serious health condition.

Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA intermittently—which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. If FMLA leave is for the birth or placement for adoption or foster care, use of intermittent leave is subject to Harrison County’s approval. Harrison County reserves the right to transfer employees taking intermittent leave or working a reduced leave schedule to an alternative position.

Also, subject to certain conditions, the employee or Harrison County may choose to use accrued paid leave (such as sick and personal leave) to cover some or all of the FMLA leave. Harrison County will be responsible for designing if an employee’s use of paid leave counts as FMLA leave, based on information from the employee. In no case will use of paid leave be credited as FMLA leave after the leave has ended.

Serious Health Condition. This means an illness, injury, impairment, or physical or mental condition that involves:

• Any period of incapacity or treatment connected with inpatient care (i.e., and overnight stay) in a hospital, hospice, or residential medical-care facility;
• Any period of incapacity requiring absence of more than three (3) calendar days from work, school, or other daily activity that also involves continuing treatment (or under the supervision of) a health care provider; or
- Continuing treatment by (or under the supervision of) a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days, and for prenatal care.

**Maintenance of Health Benefits.** Harrison County is required to maintain group health insurance coverage for an employee on FMLA whenever such insurance was provided before the leave was taken. If you have a payroll deductible insurance policy you will need to contact the Personnel Department to pay your premiums while you are on FMLA leave.

**Job Restoration.** Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

Under certain circumstances where restoration to employment will cause substantial injury to Harrison County's operations, Harrison County may refuse to reinstate certain high-paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, Harrison County will do the following:

- Notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- Notify the employee as soon as Harrison County decides it will deny job restoration and explain the reasons for the decision;
- Offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- Make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee the request restoration.
A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees.

Notice and Certification. Employees seeking to use FMLA will be required to provide:

- 30-day advance notice of the need to take FMLA leave when the need is foreseeable;
- Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member. Failure to supply a medical certification may result in disciplinary action;
- Second or third medical opinion and periodic recertifications (at Harrison County's expense); and
- Monthly reports during FMLA leave regarding the employee's status and intent to return to work.

When leave is needed to care for an immediate family member or employee's own illness, and it is planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt Harrison County's operation.

If you should have any questions regarding FMLA leave contact the Personnel Director.
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Court Duty

I. PURPOSE

To provide a means for employees to secure limited time off when such time is needed for jury duty or to be a witness in a court proceeding.

II. SCOPE

This policy applies to all regular employees.

III. POLICY

An employee is encouraged to serve on jury duty and you may also leave to be a witness in a court case. Employees are to notify their immediate supervisor or department head promptly upon receipt of a jury summons or other documentation showing that you are required to attend a court proceeding. You will be placed on administrative leave with pay during the time you spend serving court duty. Once you return to work you must submit a notice of selection to serve as a juror. Absences for jury duty must be so noted on the employee’s time sheet for each pay period this form of absence occurs. Employees will be allowed to retain any mileage and other compensation paid by the respective court jurisdiction.
Bereavement Leave

I. PURPOSE

To provide a means for employees to secure limited time off when such time is needed for a death of an immediate family member.

II. SCOPE

This policy applies to all regular employees.

III. POLICY

In the event of death in an employee's immediate family, Harrison County grants up to three (3) working days of administrative leave with pay to an employee to handle family affairs and attend the funeral. Immediate family for this policy is defined as: current spouse, children, parents, grandparents, brothers and sisters, mother-in-law or father-in-law.

Your department head may require you to submit documentation of funeral attendance.
Military Leave

I. PURPOSE

To provide a means for employees to secure limited time off when such time is needed to satisfy military service obligations.

II. SCOPE

This policy applies to all regular employees.

III. POLICY

A regular employee who is in the National Guard or other reserve unit may take up to fifteen (15) days of administrative leave per year. This leave may be extended if necessary. An employee must submit a copy of their military orders to the department head before this leave will be granted.
Group Health Insurance

I. PURPOSE

To provide health insurance benefits to all eligible full-time employees.

II. SCOPE

This policy applies to all regular full-time employees of Harrison County.

III. POLICY

All regular employees that work over thirty (30) hours per workweek are eligible for group health insurance. Harrison County will pay the entire premium for the employee's health coverage.

Insurance is effective the first day of the month following their six- (6) month anniversary. A schedule of benefits booklet will be provided to the employee after the employee's eligible effective date.

Dependant coverage is available to full-time employees, but employees must pay the premium for their dependants.

Part-time and temporary employees are not eligible for group insurance coverage.

If an employee is not actively at work for more than three (3) months, their group health insurance premiums that Harrison County normally pays would become the employees responsibility on the 1st day of the 4th month of the absence.
Group Life Insurance

I. PURPOSE

To provide life insurance benefits to all eligible full-time employees.

II. SCOPE

This policy applies to all regular full-time employees of Harrison County.

III. POLICY

A Term Life Insurance Policy is furnished to all regular full-time employees and Harrison County pays for the entire premium. Insurance is effective the first day of the month following their six-(6) month anniversary. Part-time and temporary employees are not eligible for group insurance coverage.
Other Payroll Deductible Insurance Policies

I. PURPOSE

To provide various insurance benefits to all employees at their expense who wish to enroll.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

Harrison County offers to all employees, including part-time and temporary employees, other private company insurance policies. The premiums for these policies will be deducted from your payroll check. Enrollment with one of these private companies is voluntary and the Board of Supervisors does not endorse any of these companies or the policies they sell. Harrison County does not accept any responsibility or liability for actions taken by an insurance carrier. The following companies are set up to be payroll deducted:

- Colonial Life & Accident Insurance Policy
- Ameritus Dental Policy
- Prudential Life Insurance Company
- Aetna Life Insurance Company
- American Family and Life, Cancer and Accident Policy
- Commonwealth, Cancer, Life, Dental and Vision Policy
- Dixie National Life Insurance Company
- Pre-Paid Legal Services

For more information about enrollment please call the Personnel Department at 865-4194.
Retirement

I. PURPOSE

To provide a method for eligible employees to participate in the Public Employees Retirement System.

II. SCOPE

This policy applies to all employees who work over 19 hours per week.

III. POLICY

Every regular employee that works a minimum of nineteen (19) hours a week becomes a member of the Public Employees Retirement System (PERS) as a condition of employment provided the employee is under the age of sixty (60) years at the beginning of employment. An employee who is age sixty (60) or older, will be offered the option of participation in the retirement system.

Personal information concerning your retirement may be obtained by the employee by contacting the Public Employees Retirement System in Jackson at (601) 359-3589 or the employee can obtain help through the Personnel Department.
Deferred Compensation Plan

I. PURPOSE

To provide a method for employees to supplement their retirement income.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

This is an optional plan whereby a part of an employee's salary may be set aside by the employee each payday. This plan provides a variety of investment options for the employee. Income tax liability is postponed on that part of the salary until the year in which the employee actually receives the deferred amount. For information about enrollment please call the Personnel Department at 865-4194.
400. STANDARDS OF CONDUCT AND
EMPLOYEE CORRECTIVE ACTION
Standards of Conduct

I. PURPOSE

To assure safe, efficient and harmonious operations and to fully inform all employees of their responsibilities in this regard.

II. SCOPE

This policy applies to employees of Harrison County.

III. POLICY

Harrison County standards of conduct are established for the guidance of all employees. The following represents only a partial list of unacceptable behaviors and conduct; a complete list of all possible violations would be impossible to write.

Infractions will lead to corrective action up to and including discharge.

- Falsifying employment application, time sheets or time cards, personnel or other county documents or records.
- Unauthorized possession of county or employee property, gambling, carrying weapons or explosives, or violation of criminal laws during the scope of employment.
- Fighting, throwing things, horseplay, practical jokes, or other disorderly conduct which may endanger the well-being of any employee or county operations.
- Engaging in acts of dishonesty, fraud, theft or sabotage.
- Threatening, intimidating, coercing, using abusive or vulgar language, or interfering with the performance of other employees.
- Insubordination or refusal to comply with instructions or failure to perform reasonable duties which are assigned.
• Unauthorized use of County material, time, equipment, or property.
• Damaging or destroying County property through careless or will acts.
• Conduct which the Harrison County feels reflects adversely on the employee or Harrison County.
• Performance which, in the county opinion, does not meet the requirements of the position.
• Engaging in such other practices as the company determines may be inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of Harrison County, its employees, or the public.
• Negligence in observing fire prevention or safety rules.
• Other circumstances in which Harrison County feels that corrective action is warranted.

This list is intended to be representative of the types of activities which may result in corrective action. It is not intended to be comprehensive and does not alter the employment-at-will relationship between employees and Harrison County.
Harassment, Including Sexual Harassment

I. PURPOSE

To establish Harrison County's position on harassment, to set forth guidelines for handling violations of the policy and to specify the related complaint-handling procedures.

II. SCOPE

This policy applies to employees of Harrison County.

III. POLICY

Harassment, including sexual harassment, is contrary to basic standards of conduct between individuals and is prohibited by Equal Employment Opportunity Commission (EEOC) regulations. Any employee who engages in any of the acts or behavior defined below violates Harrison County policy, and such misconduct will subject an employee to corrective action up to and including immediate discharge.

Employees who feel they have been discriminated against on the basis of sex, or sexually or in any other manner harassed, should immediately report such incidents, following the procedure described below, without fear of reprisal. Confidentiality will be maintained to the extent permitted by the circumstances.

Definitions

1. **Harassment.** Verbal, physical, or visual conduct of a racial, ethnic or other type which, in the employee's opinion, impairs his or her ability to perform the job.

2. **Sexual Harassment.** Sexual harassment includes unwelcome sexual advances or visual, verbal, or physical conduct of a sexual nature. This definition encompasses many forms of offensive behavior, including
gender-based harassment of a person of the same sex as the harasser, conduct of a sexual nature that creates an offensive, intimidating or hostile work environment; and coerced sexual conduct by a person in a position of authority in the workplace. Examples of prohibited sexual harassment include:

- Unwelcome sexual flirtation or advances
- Offering employment, promotions or other benefits in exchange for sexual favors
- Making or threatening reprisals for refusing sexual advances
- Visual conduct such as leering; making sexual gestures; displaying sexual suggestive objects or pictures; cartoons or posters; suggestive or obscene letters, notes or invitations
- Verbal conduct such as derogatory comments; epithets; slurs; sexual innuendo; sexual jokes; graphic verbal commentaries about an individual's body; sexually degrading words used to describe and individual
- Physical conduct such as unwanted, suggestive or offensive touching; assault; impeding or blocking movement

Sexual or other forms of harassment of an employee by any county employee, or department head will not be tolerated. Sexual harassment by a non-employee, for example, a vendor, or the public, is also prohibited.

3. Employee. Any employee of Harrison County including officials, and department heads.

Procedure for Reporting

Complaints of harassment of any type will be handled through the county's complaint handling policy (see Policy No: 810, Complaint Procedure) which provides several options by which an employee may initiate action on a job-related complaint. They include:

1. The employee's immediate supervisor.
2. The next higher level of management above the immediate supervisor.
3. The Personnel Director.
Politics

I. PURPOSE

To establish Harrison County's position on political activity by employees.

II. SCOPE

This policy applies to employees of Harrison County.

III. POLICY

Politics is the nature of our business. The Board of Supervisors of Harrison County encourages every employee to register to vote in every possible election.

Any current Harrison County employee who files an application to be a candidate for an elective office will understand and abide by the following:

1. An employee may be a candidate for political office.
2. An employee may manage or participate in political campaigns.
3. No campaigning on county time. No campaign material will be given out on county property during the employee's working hours.
4. Avoid using, or appearing to use, a county employee position for personal gain, giving unjustified preferences, or losing sight of the need for efficient and impartial decision making in the county's method of operation. No act should be committed which could result in the integrity of Harrison County government.
Evaluations

I. PURPOSE

To provide a process by which the job performance of each employee is appraised for purposes of development, merit review and counseling.

II. SCOPE

This policy applies to regular and orientation period employees of Harrison County.

III. POLICY

The Harrison County employee performance evaluation process will be managed to accomplish the following objectives:

- To enhance individual employee performance and ensure effective county operations.
- To summarize both formal and informal performance discussions held with employees throughout the review period.
- To document performance areas in which employees do well and those areas which require improvement. To establish performance goals and plans to correct performance shortcomings.

Each Department Head is responsible to set and communicate clear performance standards for his/her employees at the beginning of, and throughout the employees' employment with Harrison County. Each Department Head or immediate supervisor is also responsible to observe and discuss with his/her employees positive and negative aspects of their performance in relation to standards throughout the employees' employment. And, on a regular basis, each Department Head is responsible to conduct formal performance evaluations on each subordinate employee summarizing past discussions and setting performance goals.
Regular employees will receive one (1) performance evaluation a year. Evaluations should be conducted during the last two weeks of October, with all forms completed, approved and submitted to the Personnel Department by November 15. A Department Head may choose to conduct performance evaluations at sooner intervals if he/she feels an employee’s performance requires special attention.

Newly hired employees will be appraised at 60 and 90 days during the orientation period.

The Personnel Director will maintain a system to assist Department Heads to complete performance evaluations on time. The timely processing of performance evaluations is one of the most important management responsibilities of the Department Head.

Department Heads will hold a discussion with the employee regarding each performance evaluation. The discussion should be held at a prearranged time in a private location free from interruptions.

The employee will be asked to comment on the evaluation and acknowledge it by signing the form. He/she will then be given a copy of the signed evaluation. If the employee declines to sign the evaluation, he/she should be encouraged to discuss any concerns and perhaps write a rebuttal. If the employee still declines to sign the evaluation, the Department Head should write "employee refused to sign" at the bottom of the form, add his/her initials and the date, and give the employee a copy of the evaluations. The Department Head should then notify the Personnel Director of the situation.

All original copies of the performance evaluation must be forward to the Personnel Office to be entered into the employee’s personnel file.
Smoking

I. PURPOSE

To provide standards for smoking within County Buildings and Vehicles.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

For reasons of safety, public relations, and other concerns, smoking is prohibited inside county buildings and vehicles.
Solicitation and Distribution

I. PURPOSE

To establish a standards for Solicitation and Distribution of materials or money from county employees.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

Unauthorized solicitations of employees on the premises of Harrison County is strictly prohibited. This prohibition applies both to employees on working time and to outsiders.

Solicitation for gifts such as: retirements, weddings, births, etc. are considered authorized only with the permission of the County Administrator on county property. The policy on this type of charitable solicitation is spelled out below.

1. Miscellaneous solicitations for contributions within departments may be made with the permission of the Department Head, so long as the amount given by each individual employee remains undisclosed and provided that the solicitation is confined strictly to that department. It should be emphasized that no pressure is to be placed on any departmental employee to make a contribution.

2. The County Administrator is also charged with the responsibility for handling other employee type contributions and to hold them to a minimum. The solicitations are for such purposes as:
   - Buying flowers in the event of a death in the immediate family of an employee.
   - Providing relief or financial assistance to employees who are in need.
Contributing to recognized civic, charitable and benevolent institutions in the community at the request of the membership.

- Selling items for your children's school or related activities.
- Setting up an emergency fund for city, state or national emergencies.

All solicitations outlined above should be kept to a minimum because they often prove embarrassing to employees who can't or do not wish to contribute.
Dress and Appearance

I. PURPOSE

To provide standards for employee dress and appearance.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

Your Department Head will set a dress code in writing. What you wear will depend on your job, safety requirements and whether or not you are meeting the public. Employees of the County courthouses and offices are expected to maintain an appropriate appearance that is businesslike, neat and clean.

Hair. Hair must be kept neat, clean and well groomed, whether long or short. Hair can be no longer than shoulder length for males. Beards and mustaches must be neatly trimmed.

Apparel. A complete list of inappropriate attire would be impossible to write; however, the following are some examples of inappropriate dress:

- Faded and/or tattered jeans, shirts without collars, or shirts displaying advertising or writing.
- Sweatshirts/pants, jogging suits, shorts or tank tops.
- Any clothing with spaghetti straps, any clothing that reveals bare backs, midriffs, or shoulders, or any revealing or provocative clothing.
- Thongs or tatami sandals.
Personal Hygiene. Good personal hygiene habits must be maintained.
Uniforms

I. PURPOSE

To establish a policy on county provided uniforms for certain positions.

II. SCOPE

This policy applies to all employees of Harrison County who are provided uniforms by the County.

III. POLICY

Department heads and employees in certain designated job categories shall be required to wear County-approved uniforms.

Employees who are provided such uniforms by the County are expected to wear such uniforms during work hours unless otherwise exempted by their Department Head. This uniform, and any other related dressing accessories, are to be kept well maintained and may not be used for recreational or off-duty purposes. It is the responsibility of the County to provide and launder such uniforms through an approved vendor. Replacement uniforms are to be supplied to employees on an as-needed basis. In order to receive replacement uniforms, the employee must return the old uniforms.

Upon receipt of uniforms, employees must sign a statement which establishes that the uniforms remain the property of the approved vendor, and must be returned upon termination of employment or transfer to an ineligible position. Should such articles not be returned or returned in poor condition, and it is determined that the employee is at fault, the replacement cost shall be deducted from the employees final check in order to reimburse the County for the cost of the uniforms.
No employee shall affix, adorn or otherwise alter any County-provided work clothing by adding patches, emblems, pins, etc. unless such items are approved by the Road Manager or the County Administrator.
Telephone/Voice Mail Use

I. PURPOSE

To provide guidelines for using Harrison County telephones and voice mail systems.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

Telephones are to be used for county business purposes in serving the interest of the public and in the course of normal county operations. Answer all calls promptly and courteously. On occasion, personal calls may be necessary, but we ask your cooperation in limiting them to emergencies or essential personal business and in keeping them brief. Employees may not carry personal Cellular phones while working on County-time without the permission of the Department Head.

Some phones in Harrison County have voice mail service. If your phone is set up with voice mail service you should not expect messages to be totally private.

No personal long distance phone calls are allowed. If you need to make a long distance call that is related to county business you should first get the approval of the department head.
Internet Use

I. PURPOSE

To provide guidelines for using Internet service provided by Harrison County.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

Harrison County is providing Internet web access to select individuals to enhance the performance of their function. As such, this access should be used for County business research purposes only. Personal use of Internet access is not allowed by Harrison County. Harrison County reserves the right to monitor Internet access to ensure that it complies with all stated policies and professional conduct standards. If Harrison County discovers that you are misusing Internet access, you will be subject to disciplinary action up to and including termination.
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Attendance Standards

I. PURPOSE

To provide an method to control employee attendance to maintain efficient operations.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

In order to operate the County efficiently, it is necessary to have a reliable work force. It is important to you, your fellow employees, and the County that you come to work regularly and on time. You are also expected to remain on the job during work time. If you wish to leave your job for any reason, you must first talk to your supervisor or department head.

The County recognizes that you may have to be absent from work occasionally. Therefore, disciplinary action will not be taken against you for a single absence if you give proper notice to your supervisor and have a satisfactory reason for being absent. If you know you will have to be absent from work, you must get prior approval from your department head to use Personal Leave. Although the County recognizes that you may have to be absent from work occasionally, excessive absences can result in disciplinary action, including termination.
Tardiness

I. PURPOSE

To provide a method to control employee tardiness to maintain efficient operations.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

If you are unavoidably delayed for more than fifteen minutes in getting to work, you should call your department head and tell him when you expect to arrive. Naturally, all employees are expected to be punctual; however, there are times when circumstances will not permit a person to be on time. While allowances are made for occasional tardiness beyond the control of the individual, an employee who is habitually late may be disciplined up to termination.
Absence Without Notice

I. PURPOSE

To establish a policy for those employees who are absent from work and do not contact their Department Head.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

For us to operate effectively, we ask that you keep us informed of your status when you are off work because of illness or accident for any cause. If you fail to notify us after two (2) days of consecutive absence, we will presume you have resigned, and you will be removed from the payroll.

If you must leave work for any reason before the end of the day, you must inform your supervisor or department head.
Disciplinary Action

I. PURPOSE

To provide standards in administering disciplinary actions when employee conduct or performance problem arise.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

Harrison County seeks to establish and maintain standards of employee conduct and supervisory practices which will, in the interest of Harrison County and its employees, support and promote effective operations. Such supervisory practices include administering disciplinary action when employee conduct or performance problems arise.

Depending on the facts and circumstances involved in each situation, management may choose to begin disciplinary action at any step up to and including immediate discharge. However, in most cases, the following steps should be followed:

1. **Oral Warning.** For infractions that Harrison County deems to be minor, the employee should at a minimum be issued an oral warning. If the situation does not improve within a reasonable time (not longer than four (4) months, depending on the seriousness of the issue), the supervisor may repeat the measure, or implement a more severe option. Department Heads and Supervisors should always document any and all conversations and inform the employee it will be made part of his/her personnel file.
2. **Written Warning Reprimand.** For repeated minor infractions, or a more substantial infraction, the employee should at a minimum be issued a written warning reprimand. If the situation does not improve within a reasonable time (not longer than four (4) months, depending on the seriousness of the issue), the supervisor may repeat the measure or take steps to suspend or discharge the employee.

The written warning reprimand should be prepared following a disciplinary action discussion with the employee. The employee will be given an opportunity to comment in writing and should be asked to sign the reprimand. Three copies of the reprimand will be distributed as follows: (1) employee; (2) supervisor; (3) personnel office - original reprimand.

3. **Demotion or Reduction in Salary.** This step should be given when an employee fails to meet the basic essential job performance requirements for his/her position.

4. **Suspension Without Pay.** This step should be given as a last option before discharge. The length of suspension is dependant on the seriousness of the infraction(s).

5. **Discharge.** For infractions management deems to be sufficiently serious, or continued failure to respond appropriately to prior disciplinary action, discharge is appropriate. The approval of the County Administrator or Road Manager must be obtained prior to the discharge of an employee under any circumstances.

Your employment with Harrison County is “at-will” and entered into voluntarily. You are free to resign at any time, for any reason, with or without notice. Similarly, Harrison County is free to conclude the employment relationship at any time.
500. SUBSTANCE ABUSE
Drug and Alcohol Policy

I. PURPOSE

To establish the County's policy prohibiting use, possession, sale, purchase, transfer or being under the influence of alcoholic beverages, illegal drugs or other intoxicants at any time on the County premises or on County business.

II. SCOPE

This policy applies to all employees and applicants of Harrison County.

III. POLICY

1. Notice to Employees

You are hereby advised that the Harrison County has implemented a drug and alcohol policy and conducts a testing program, pursuant to Mississippi House Bill No. 84 of 1994 (Miss. CODE ANN. §§71-7-1 through 71-7-33), and you are hereby advised of the existence of said Act.

2. Prohibited Conduct

It is the policy of the Harrison County

A. that the use of drugs and/or alcohol by Harrison County employees during working hours is prohibited;

B. that no Harrison County employee shall be under the influence of drugs or alcohol, or in withdrawal from the use of drugs or alcohol, during working hours; provided, however, that employees are permitted to take at any time prescription medication as and in the manner prescribed by a
C. that Harrison County employees are prohibited from manufacturing, possessing, using, selling, distributing, soliciting or transferring drugs, drug paraphernalia, prescription medication, nonprescription medication or alcohol on or in Harrison County property, vehicles, machinery or equipment, or while performing Harrison County business; provided, however, that employees are permitted to possess prescription medication prescribed to them by a physician if that medication must be taken during working hours, and to possess over-the-counter medication if it is reasonably necessary for the employee to take nonprescription medication during working hours to treat the symptoms of injury or illness;

D. that Harrison County employees are prohibited from tampering with a drug test or a report of its results; and

E. that nothing in this policy shall be construed as prohibiting in any way the possession or use of coffee, nicotine or nonalcoholic beverages.

3. Law Enforcement Duties

Notwithstanding any other provision in this policy to the contrary, employees of the Sheriff of Harrison County are permitted to possess, solicit, sell, transfer and distribute drugs in the lawful exercise of their duties and pursuant to instructions from or command orders of the Sheriff, the employee's supervisor or superior officer, an employee of the Mississippi Bureau of Narcotics,
or the United States Department of Justice acting as the Harrison County employee's supervisor or superior officer.

4. Definitions

**Alcohol.** Ethyl alcohol.

**Applicant.** A person who has completed all required employment forms and has been extended an offer of employment conditioned on successfully completing a drug test.

**Harrison County property.** All offices, facilities, land, buildings, structures, fixtures, installations, vehicles and equipment, whether owned, leased or used by the Harrison County.

**Confirmation test.** A drug and alcohol test on a specimen to substantiate the results of an initial drug and alcohol test on the specimen. The confirmation test must use an alternate method of equal or greater sensitivity than that used in the initial drug and alcohol test.

**Collection site.** The facility designated by the Harrison County Board of Supervisors where employees' specimens for drug and alcohol testing are collected.

**Collection site person.** An individual authorized to collect specimens in accordance with this plan and trained in specimen collection procedures in accordance with the *Alcohol and Drug Regulations* of the Mississippi State Department of Health.

**Drug or alcohol test.** An electronic, chemical, or other test administered to determine the presence or absence of a drug, alcohol or their metabolites in a person’s body fluids or breath.

**Drug.** Illegal drugs, prescription medication and nonprescription medication as those terms are defined in this plan.
Employee. Any person who supplies a service for remuneration or pursuant to any contract for hire to the Harrison County Board of Supervisors.

Illegal drugs. Any substance, other than alcohol, which has physiological and/or psychological effects on a human being and which is not a prescription or nonprescription medication, including: controlled dangerous and controlled substance analogs or volatile substances which produce the psychological and/or physiological effects of a controlled dangerous substance through deliberate inhalation.

Initial test. A test on a specimen to determine the presence or absence of drugs, alcohol or their metabolites in the specimen.

Medical Review Officer ("MRO"). A licensed physician who is responsible for receiving laboratory results generated by the Harrison County's drug and alcohol testing program who has knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an employee's positive confirmation test result together with his or her medical history and other relevant biomedical information.

Neutral selection. A mechanism for selecting employees for drug and/or alcohol tests that: (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (2) does not give an employer discretion to waive the selection of any employee selected under the mechanism.

Nonprescription medication. Any substance which is authorized by federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments or injuries.

Paraphernalia. Anything commonly used in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing into the human body an illegal drug.
Prescription medication. Any substance prescribed for use by a duly licensed physician, dentist or other medical practitioner licensed to issue prescriptions.

Reasonable suspicion. A belief that an employee is using or has used drugs and/or alcohol in violation of the Harrison County's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:

(a) Observable phenomena, such as direct observation of drug and/or alcohol use and/or the physical symptoms or manifestations of being under the influence of a drug and/or alcohol;

(b) Abnormal conduct or erratic behavior while at work, absenteeism, tardiness or deterioration in work performance;

(c) A report of drug and/or alcohol use provided by reliable and credible sources and which has been independently corroborated;

(d) Evidence that an individual has tampered with a drug and/or alcohol test during his employment;

(e) Information that an employee has caused or contributed to an accident while at work and that the Harrison County has a reasonable suspicion that the accident may be causally related to the employee's drug and/or alcohol use.

(f) Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs while working or while on Harrison County property or operating Harrison County vehicles, machinery or equipment.
Safety sensitive position. The following categories of Harrison County employees:

A. Law enforcement personnel required to carry firearms;
B. Non-clerical employees directly involved in the interdiction of drugs and paraphernalia;
C. Combat firefighters;
D. Emergency medical technicians;
E. Employees who have entered a substance abuse rehabilitation program, as a follow-up to that rehabilitation; and,
F. Employees as to whom a drug test within the preceding twelve (12) months has resulted in a confirmed positive.

Specimen. A tissue or product of the human body chemically, electronically, or otherwise capable of revealing the presence of drugs and/or alcohol in the human body.

Under the influence. Detectable in the human body at the levels proscribed in Appendices C and D of this plan.

5. Penalty for Violation

Violating the policy will be grounds for disciplinary action, up to and including termination. Any Harrison County employee who refuses to submit to a drug test in accordance with this policy may be subject to disciplinary action, up to and including termination. Any Harrison County employee who is convicted of a drug or alcohol-related offense may be subject to disciplinary action, up to and including termination.
6. Types of Testing

A. Pre-Employment

All job applicants for employment in safety sensitive positions are subject to drug testing. Any offer of employment in a safety sensitive position with the Harrison County will be conditioned on the applicant testing negative on a drug and alcohol test. Applicants for safety sensitive positions who begin work for the Harrison County are subject to discharge if their pre-employment drug or alcohol test is positive. Prior to the collection of a specimen from an applicant, the applicant will be required to read and sign the following statement, which will be provided on a separate sheet of paper:

I, ________________________, have read the Drug and Alcohol Plan of the Harrison County and notice provided to me pursuant to Part IX of the Alcohol and Drug Regulations of the Mississippi State Department of Health. I understand the plan and the Notice, and I agree to submit to specimen collection and drug testing according to the terms of the plan. I understand that my refusal to sign this statement or my refusal to submit to required specimen collection and drug testing in accordance with the plan shall be a basis for rejecting my application for employment by the Harrison County, and I waive any rights I may have arising from rejection of my application on that basis.

An applicant's refusal to sign this statement will be a sufficient basis for rejecting his or her application. However, an applicant's refusal to sign this statement will not bar the Harrison County Board of Supervisors from administering a drug or alcohol test to the applicant and will not invalidate the results of any initial or confirmation test. Applicants for safety sensitive positions who refuse to be tested will be removed from consideration for employment.
A positive result of a confirmation test for the presence of drugs, alcohol or their metabolites is a sufficient basis for rejection of an employee's application. Successful completion of a drug and/or alcohol test does not ensure employment with Harrison County.

B. Neutral Selection

The Harrison County Board of Supervisors may test employees on a neutral selection basis to the extent the employee is required as part of his job duties to engage in activities affecting public health or safety and the employee holds a safety sensitive position. The Harrison County employees subject to neutral selection drug testing under this plan are listed in Appendix B to this plan.

In addition to those employees holding the above-described positions, any employee who has had a positive confirmed test result within a previous twelve-month period may be subject to testing on a neutral selection basis.

Neutral selection drug testing shall occur by randomly selecting four (4) employees two (2) times a year for drug testing. The selection will be made by randomly drawing the employees' Social Security numbers from a pool of the Social Security numbers of all Harrison County employees subject to neutral selection drug testing under this plan. The method of random selection will be chosen by Harrison County so as to insure compliance with those provisions of Mississippi law and applicable regulations governing random selection procedures.

Neutral selection testing must be approved in advance by the Board of Supervisors either on the recommendation of a member of the Board or one or more supervisors of the classification of employee[s] to be tested. The decision to require neutral selection drug and/or alcohol testing must be made in executive session called in accordance with Mississippi's Open Meetings Law.
C. Reasonable Suspicion

All Harrison County employees are subject to reasonable suspicion drug and/or alcohol testing under this plan. Reasonable suspicion shall be determined by a member of Harrison County management. The determination of reasonable suspicion shall be made using the Observation Checklist which is Appendix A to this plan.

If the Harrison County management has reasonable suspicion that an employee is using drugs and/or alcohol in violation of this plan, he or she may be required to submit to a test. An employee will not be required to submit to a test under this provision unless the reasonable suspicion that he or she has used or is using drugs and/or alcohol in violation of this plan is based on specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience.

Prior authorization for any drug and/or alcohol test based on reasonable suspicion must be received from one of the following:

A. County Administrator
B. Road Manager

If one of the above individuals also is the supervisor who makes the initial reasonable suspicion determination, prior authorization for any drug and/or alcohol test must be received from another person on the list.
7. Specimen Collection Procedure

Applicants and employees will be directed to a collection site for drug and/or alcohol test specimen collection. All drug and/or alcohol testing will be conducted during or immediately after the regular work period, and this time will be considered time worked for the purpose of determining compensation and benefits.

The collection site person will be responsible for maintaining the integrity of the specimen collection and transfer process and insuring the privacy of the employee/applicant. Collection sites will conduct specimen collection in accordance with the Alcohol and Drug Regulations of the Mississippi State Department of Health.

An employee or job applicant shall be allowed to provide notice to the Harrison County Personnel Department of currently or recently used prescription or nonprescription drugs at the time of the taking of the specimen to be tested, and such information shall be placed in writing upon the employer's drug and alcohol testing custody and control form prior to initial testing. Providing this information will not preclude the administration of the drug and/or alcohol test but will be taken into account in interpreting any positive confirmed results.

8. Responsibilities of the Laboratory

The laboratory which conducts drug tests under this plan is certified by the Mississippi State Department of Health, and it will conduct all tests under this program in accordance with the Alcohol and Drug Regulations of the Mississippi State Department of Health. Samples that yield positive results on confirmation shall be retained by the laboratory for 90 days from the time the results were mailed or otherwise delivered to the Harrison County Personnel Department.
Within this 90-day period, the employee or applicant may make a written request that the sample be retested at the employee’s expense at a certified laboratory chosen by the employee. The results of the retest will not affect any disciplinary action taken against an employee with a confirmed positive test result.

9. Testing Standards

A. Initial Test

Under this plan, the initial test on specimens for the presence of marijuana, cocaine, opiates, phencyclidine, amphetamines, and any other substance for which the United States Department of Health and Human Services has established an approved protocol and positive threshold, or their metabolites, will employ an immunoassay which meets the requirements of the United States Food and Drug Administration for commercial distribution. Initial alcohol testing will be by evidential breath testing or saliva testing. Initial cutoff levels specified in Appendix C will be observed. These cutoff levels are subject to change as advances in technology or other considerations allow identification of drugs or their metabolites at other levels.

If an initial drug and/or alcohol test is negative, no confirmation test will be conducted.

B. Confirmation Test

If the specimen provided by the employee or applicant tests positive for the presence of drugs and/or alcohol listed in the preceding paragraph, or their metabolites, in the initial test, the specimen will be subjected to a confirmation test. The confirmation test for drugs will employ gas chromatography/mass spectrometry at the cutoff levels specified Appendix D. The confirmation test for alcohol will employ a blood test at the cutoff levels listed in Appendix D. These cutoff levels are subject to change as advances in technology or
other considerations allow identification of drugs, alcohol or their metabolites at other levels.

10. **Notification to MRO of Test Results**

The laboratory will report confirmation test results only to the Harrison County's Medical Review Officer within five (5) working days of receiving a specimen. The report, which will be signed and certified as accurate by the person responsible for the day-to-day operations of the certified laboratory or the person responsible for attesting to the validity of test results, will identify the drugs, alcohol or metabolites for which testing has been conducted, and it will indicate the Harrison County's specimen number and the specimen identification number assigned to the specimen by the laboratory. The report shall indicate only that the confirmation test result was negative, if that be the case, or that it was positive for specific drugs, alcohol or metabolites, if that be the case.

Within five (5) working days after receiving a positive confirmed test result from the testing laboratory, the Harrison County Personnel Department will inform the employee in writing that he or she has tested positive. At this time the Harrison County Personnel Department will inform the employee of the consequences of the positive test and any options available to him or her.

Any employee may request a copy of the test result report. The request must be in writing and should be directed to the Harrison County Personnel Department.

11. **Responsibilities of the Medical Review Officer**

The MRO will review the test results received from the testing laboratory to determine whether a result is positive. The MRO shall notify the employee or applicant in writing of the drug test results within five (5) days of receiving them, which notification will include an explanation of the consequences of the results and options
available to the employee or applicant if the results are positive. An employee or applicant who receives a positive confirmed test result may contest the accuracy of that result or explain it in writing within 10 working days of receiving notification of the test results. That contest may include another test on the specimen at the employee or applicant's expense. If the employee or applicant's explanation is unsatisfactory to the MRO, a written explanation as to why and the test results will be placed in the employee's personnel and medical file, or the applicant's application file.

12. Consequences of a Confirmed Positive Test Result

A positive initial test result may subject the employee to suspension with pay. A confirmed positive test result may subject the employee to discipline, up to and including termination. If the employee is not terminated, he or she may be referred to an employee assistance program or other program for the treatment of drug and alcohol abuse, and may be required to complete or participate in that program as a condition of further employment. The decision regarding what disciplinary action is appropriate is within the sole discretion of the Harrison County Board of Supervisors.

13. Confidentiality

All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by Harrison County through its drug and alcohol testing program are confidential communications, except under certain circumstances as allowed by the Act. This information is Harrison County property, and it will be maintained in a separate file. Information described above will be released:

(1) if the employee or job applicant grants written permission to do so;
(2) If the information must be disclosed in any administrative, arbitral or judicial proceeding pursuant to applicable law because it is relevant to an issue in that proceeding;

(3) If the information must be disclosed to a governmental unit as required by law, regulation, administrative or judicial order, or in accordance with compliance requirements of a federal contract;

(4) If the information must be disclosed to a substance or alcohol abuse rehabilitation program for the purpose of evaluation or treatment of the employee; or

(5) Without a court order, if an immediate risk to public health or safety can be minimized by release and with a court order if the risk is not immediate.

An employee's failure to sign a written consent to release information as permitted by and in accordance with this section may subject the employee to discipline, up to and including termination.

14. **Searches, Tests and Inspections**

The Harrison County Board of Supervisors reserves the right to conduct searches and inspections of employees' person, lockers, baggage, desks, toolboxes, clothing, vehicles, or any other personal property brought on Harrison County property. Employees are subject to search while in the course and scope of any job duties, while on Harrison County property, while on a Harrison County job site, or while in an area adjacent to any Harrison County property job site. Employees do not have a legitimate expectation of privacy in any of the above-described areas. These inspections and searches may be conducted to carry out this and other policies of the Harrison County Board of Supervisors.
The decision to conduct an investigation or search and the manner in which it is carried out will be determined at the sole discretion of the Harrison County Board of Supervisors. Employees are required to cooperate fully in these investigations and/or searches and are required to submit to questioning or searches of the Harrison County Board of Supervisors or its agent. Employees are required to submit to tests and provide urine, blood, breath, saliva or other specimens upon request. Any refusal by an employee to answer questions, submit to testing, render a requested specimen or otherwise cooperate in a search, test or investigation, will be considered an act of insubordination which may result in discipline up to and including termination.

15. **Drug Free Workplace**

The Harrison County Board of Supervisors intends to comply with all federal and state laws which require it to provide its employees with a drug free workplace. By publishing this policy, the Harrison County Board of Supervisors hereby notifies its employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in any of the Harrison County workplaces or work sites.

Any employee who is convicted under a criminal drug statute for a violation occurring in the workplace must inform the Harrison County Personnel Department within five (5) days of the conviction. Thereafter, the Harrison County Personnel Department will notify the principal representative within ten (10) days after receiving notice of such conviction.

Any employee who violates this section of this policy will be subject to disciplinary action up to and including termination. Alternatively, violators of this Section may be required to successfully complete an approved drug rehabilitation program.
16. **Nature of the Policy**

This policy does not create or set forth any contractual commitments or obligations by the Harrison County Board of Supervisors for employment or other employment benefits to any applicant or employee. The policies described in this policy are subject to being modified, revoked, terminated or changed in whole or in part at any time, with or without notice, by the Harrison County Board of Supervisors.

17. **Employee Questions**

All questions regarding this policy should be directed to the Harrison County Personnel Department.

18. **Policy Revisions**

Exceptions to this policy can be made only by the Harrison County Board of Supervisors. The Board of Supervisors reserves the right to change or discontinue this drug testing policy at any time and nothing in this policy should be construed as granting anyone a right to specific benefits or continued employment.
600. VEHICLE USE AND TRAVEL
Take-Home County Vehicles

I. PURPOSE

To ensure the proper use of public funds with regards to the county practice of allowing employees to commute to and from work in county-owned vehicles.

II. SCOPE

This policy applies to emergency response/call-out personnel or other eligible employees who are assigned a take-home county vehicle.

III. DEFINITIONS

The following terms shall have the following meanings:

1. **Assigned take-home vehicle** – means a county vehicle that is used by a county employee for county business and for regularly commuting to and from the employee’s home and work station.

2. **Assigned vehicle** – means a county vehicle assigned to a department or county employee for county business, but not for employee commuting to and from the employee’s home and work station.

3. **Call-out** – means a directive to an employee to report to a work site during off duty time or day, and to respond to emergencies that require immediate response to protect life and property.

4. **Emergency response** – means an employee who has primary responsibility to respond to emergencies that require immediate response to protect life and property.

5. **Motor pool dispatch vehicle** – means a vehicle issued from a central motor pool for a single trip or for less than three working days.

6. **Occasional overnight usage of county owned vehicles** – means county employees taking home county-owned vehicles after attending night meetings or other county business activities that occur outside and employee’s normally scheduled work hours. Occasional overnight
usage of a county-owned vehicle shall mean no more than once a week on average.

IV. POLICY

The Harrison County Board of Supervisors wishes to restrict the number of county owned vehicles being used by employees to commute to and from work. The use of Motor Pool dispatch vehicles or travel reimbursement is preferred over the assignment of take-home vehicles for conducting county business before or after normal working hours. The Harrison County Administrator and Road Manager will make recommendations to the Board of Supervisors as to which employees are assigned take-home vehicles. The Harrison County Board of Supervisors must approve the assignment of take-home county vehicles. Assignment of a county vehicle is neither a privilege nor a right of any county employee. Take-home vehicles must be used only for county business and should remain parked if not needed.

The following criteria will be used by the Harrison County Board of Supervisors in determining county employees that are eligible to be assigned take-home vehicles:

1. EMERGENCY RESPONSE/CALL-OUT PERSONNEL – Take-home vehicles may be assigned to employees who:

   - Emergency Response/Call-Out Personnel have primary responsibility to respond to emergencies which require immediate response to protect life and property. Employees that have primary responsibility to immediately respond when they are called-out will have such responsibilities noted on their job description.
   - Cannot use alternative forms of transportation to respond to emergencies.
   - Cannot pick up county-owned assigned vehicles at designated sites without impacting the employee’s ability to respond to emergencies that require immediate response to protect life and property.
• Emergency response assignments should be supported by data demonstrating the actual number and nature of emergency responses in the prior year, and estimates of future emergency responses. There must be an explanation as to why an employee cannot use alternative forms of transportation to respond to the emergencies or pick up county-owned assigned vehicles at designated parking areas.

• Special equipment vehicles assignments shall be supported by information describing the special equipment needed to perform the county work.

2. ECONOMIC BENEFIT TO THE COUNTY – Take-home vehicles may be assigned if employee’s travel reimbursement costs are greater than the commuting cost associated with overnight vehicle usage.

3. OCCASIONAL OVERNIGHT USAGE OF COUNTY-OWNED VEHICLES – Occasional overnight usage of county-owned vehicles are permitted. Such occasional use of county vehicles may occur when an employee attends a meeting away from the employee’s normal place of work, and outside an employee’s normally scheduled workday. Other types of occasional usage include:

• Inclement weather conditions – When an employee is on call and has primary responsibility to respond.

• Emergency preparedness or seasonal assignment – County owned vehicle is permitted when an employee is on call and vehicle is taken home during seasonal assignments.

SEMIANNUAL MONITORING AND EVALUATION

By June 30 and December 31 of each year, the County Administrator and Road Manager shall make available to the Board of Supervisors and the public an updated list of take-home vehicle assignments by department and position title. In addition, there should be written documentation for each take-home vehicle assignment that describes how each assignment meets the criteria set forth in this policy.
During the semiannual monitoring the County Administrator and Road Manager will certify that all employees that are assigned a take-home vehicle meet the criteria set forth in this policy. The County Administrator and Road Manager will propose any recommended changes to the Board of Supervisors for their approval.

PROCEDURES

1. The County Administrator and Road Manager shall:

   - Maintain all records and ensure all records be readily available to the Board of Supervisors and the public upon request.
   - Report semiannually a list, supported by documentation that supports the criteria of this policy, of take-home vehicle assignments by department to the Board of Supervisors for their approval.
   - Approves requests by employees who present the need for occasional overnight usage of county-owned vehicles.

2. Each Department Head shall:

Monitor the assignments of all take-home vehicles in their respective department. Ensure that all employees that are assigned take-home vehicles are trained and are knowledgeable in the responsibilities of driving county-owned vehicles.
Travel

I. PURPOSE

To establish standards for employees who are required to travel for official county business outside Harrison County.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

Time spent in travel between the employee's home and normal work location is not counted as time worked. However, when the employee travels to a special assignment in another city, the time spent traveling in excess of normal commuting time is counted as hours worked.

All travel requests must be approved by the Board of Supervisors prior to the date of travel.
700. SAFETY AND HEALTH
Worker's Compensation Insurance

I. PURPOSE

To provide worker's compensation insurance to cover employee accidents and set standards for reporting accidents.

SCOPE

This policy applies to all employees of Harrison County.

II. POLICY

The Board of Supervisors provides insurance coverage under Workers' Compensation to cover on-the-job injuries or occupational disease for all county employees. This coverage provides payment by the insurance carrier on all medical and physician's services required for any employee resulting from an injury or occupational disease arising out of, and in the course of employment, without fault as to occupational disease results in the employee being unable to work for a period of five (5) days or more, said employee shall be able to receive certain Workers' Compensation benefits.

The basic purpose of Worker's Compensation is to provide fixed benefits to employees in the event an employee is injured in the course of employment. These benefits may include:

2. Compensation for income lost as a result of the injury or illness.
3. Retraining for new skills when necessary.
4. Certain other related benefits.
If an employee is injured, no matter how minor the injury, the employee must report this to the immediate supervisor or department head as soon as possible.

If an employee has a Worker's Compensation claim, they are requested to:

1. Report to your immediate supervisor or department head the projected time required to heal or recover from the injury or illness.
2. If the time off of work is more than seven (7) days the employee must contact the Department Head and share information on progress, future doctor’s appointments, etc.
3. The employee, with the aid of the Department Head or immediate supervisor, will inform the Personnel Department of their progress.

If an employee is out on an injury, a temporary replacement can be hired to fill the position, up to ninety (90) days. An employee out on Worker’s Compensation will not accumulate personal or medical leave.

If an employee is out on Worker’s Compensation and unable to return to work after ninety (90) days, the county will hire someone to fill that position. Upon obtaining a doctor’s release, the employee can bring the said release to the Personnel Department, at which time the Personnel Director will attempt to find another position within the county.
800. COMPLAINTS AND GREIVANCES
Complaint Procedure

I. PURPOSE

To provide a process for employees to discuss complaints or problems with management and to receive careful consideration and a prompt resolution.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

Harrison County provides a complaint procedure as a process for employees to discuss complaints or problems with management and to receive careful consideration and a prompt resolution.

You may file complaints or grievances for the following reasons:

1. Alleged unfair or illegal policy.
2. Misrepresentation of policy.
3. Disagreements with other employees or supervisors.
4. Harassment of any type.

If you feel your situation warrants corrective action, tell your Department or foreman immediately. Occasionally, an employee's complaint involves his or her supervisor. Therefore employees may make a written request through the Personnel Department for a hearing. This must be done within ten (10) days the action in question. The Personnel Director will review the situation and make recommendations in line with Federal mandates and county policy.
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2001 TERM

900. EMPLOYEE SEPARATION
Resignation

I. PURPOSE

To establish a policy for those employees wishing to resign from Harrison County to ensure a smooth and orderly transition of employment.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

An employee who desires to terminate service with Harrison County should do so with a two (2) week written notice to the Department Head. All county-owned equipment must be returned to your Department Head. Once all equipment is return and verified on its condition the Department Head will contact the Personnel Department to authorize a final paycheck.
Exit Interview

I. PURPOSE

To determine and document the reasons employees leave Harrison County, to provide an opportunity for the airing of unresolved grievances, and to solicit constructive feedback to improve employment with Harrison County.

II. SCOPE

This policy applies to all employees of Harrison County.

III. POLICY

Prior to leaving employment with Harrison County, employees will have an exit interview with the Personnel Director or designated representative.

Department Heads will refer separating employees to the Personnel Department for an exit interview as soon as possible after the separation decision has been made and communicated.

The Personnel Director will use the exit interview form to cover the following points:

1. Job Duties and work load: Understanding of the job, match with interest and abilities, quality of training;
2. County policies and practices: Working environment, opportunities for advancement, salary and benefits;
3. Quality of supervision: fairness and supportiveness;
4. Reasons for leaving.

The employee may be given a copy upon request.
Supervisor CONNIE M. ROCKCO 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER AUTHORIZING ADVERTISEMENT FOR PROPOSALS FOR REDISTRICTING AND LAND ROLL ADDRESSABLE STRUCTURES

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE advertisement for proposals for redistricting and land roll addressable structures.

Supervisor MARLIN R. LADNER 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.

* * *

The County Administrator reported on the request of Bandron Elrod, Fairgrounds, to be included on the take-home vehicle list for transporting inmates work crews held over 5/7/2001. The Sheriff's Department will be able to transport the Inmates on the bus to the Fairgrounds, thus adding Mr. Elrod to the list of take home vehicles will not be necessary.

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


ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Karen Fernandez as an expert witness for Harrison County in the Matter of the Extension of the Boundaries of the City of D'Iberville, Mississippi, et al., consolidated lead case Cause No. C2402-99-1130, as recommended by the Board Attorney.

Supervisor MARLIN R. LADNER 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor **BOBBY ELEUTERIUS** moved the following:

ENTER CLOSED SESSION to discuss whether or not to enter Executive Session to discuss:

a) Personnel matters with County Administrator,

b) Worker's compensation.

There was a unanimous vote by the Board to enter closed session.

ALL ORDERED AND DONE, this the 14th day of May 2001.

* * *

Supervisor **MARLIN R. LADNER** moved, and Supervisor **CONNIE M. ROCKCO** seconded the following:

ENTER EXECUTIVE SESSION.

There was a unanimous vote by the Board to enter executive session.

ALL ORDERED AND DONE, this the 14th day of May 2001.

* * *

Supervisor **BOBBY ELEUTERIUS** moved, and Supervisor **MARLIN R. LADNER** seconded the following:

RECONVENE FROM EXECUTIVE SESSION.

There was a unanimous vote by the Board to reconvene from executive session.

No action was taken by the Board.

ALL ORDERED AND DONE, this the 14th day of May 2001.

* * *
The Board met at 11:00 a.m. with Mr. Jeff Bennett, Director of the Gulf Coast Mental Health Center and Honorable Margaret Alfonso, J.N. Randall, Jr., Walter Teel, and Thomas Wright Teel, Chancery Court Judges, to discuss adding a social worker to the staff to deal with domestic relations problems in their courts. After full discussion, Supervisor CONNIE M. ROCKCO moved adoption of the following:

**ORDER APPROVING FUNDING OF THE POSITION OF SOCIAL WORKER AT THE MISSISSIPPI GULF COAST MENTAL HEALTH CENTER, TO BE ASSIGNED TO HARRISON COUNTY CHANCERY COURT, AT A COST OF APPROXIMATELY $50,000.00 PER YEAR**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE funding of the position of social worker at the Mississippi Gulf Coast Mental Health Center, to be assigned to Harrison County Chancery Court, at a cost of approximately $50,000.00 per year.

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 AYE

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 14th day of May 2001.
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Supervisor MARLIN R. LADNER moved adoption of the following:


ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY RESCIND previous Order in Book 351 at page 518, approving extension of Naphcare contract until June 30, 2001, and approving extension of said contract until September 30, 2001.

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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER APPROVING PAYMENT OF CERTIFICATE OF PAYMENT NO. 13 FOR J.O. COLLINS CONTRACTORS, INC. IN THE AMOUNT OF $99,347.37 FOR WORK AT THE JUVENILE DETENTION FACILITY IN BILOXI, AS RECOMMENDED BY PHILIP W. SHAW JR., ARCHITECT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of Certificate of Payment No. 13 for J.O. Collins Contractors, Inc. in the amount of $99,347.37 for work at the Juvenile Detention Facility in Biloxi, as recommended by Philip W. Shaw Jr., Architect, payable from account 361-223-581.

Supervisor MARLIN R. LADNER 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
The Board met with Honorable Robin Alfred Midcalf and Michael Ward, County Court Judges; Herb Wilson, Prosecutor; Freida Kaletsch, Court Administrator; and Judy Sanders, Delinquent Intake Counselor, to discuss opening date, logistics and operation of the new Juvenile Detention Center in Biloxi. After lengthy discussion, it was concluded that court cases would be heard in Gulfport and that the Board would provide transportation to and from Biloxi via the Sheriff's department or a private contractor. The Center should be completed by the first of June 2001 for review of punch list and turned over for occupancy by August 2001. The Board recessed to visit the Center.

No Board action taken at this time.

*   *   *

The Board met with Kim Compton, Harrison County Development Commission, and Larry Lewis, who presented the list of projects submitted for the Harrison County Coastal Impact plan. An advisory panel, including Jayne Buttros of D.E.Q., will review qualifications, evaluate, and prioritize the 60 projects for the Board. The Board will meet in a special called meeting on Monday, May 21, 2001 at 10:00 a.m. to review the work of the advisory panel.

No Board action taken at this time.

*   *   *
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Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER DIRECTING THE HARRISON COUNTY DEVELOPMENT COMMISSION THAT BROWN & MITCHELL WORK DIRECTLY WITH THE BOARD OF SUPERVISORS TO ASSIST IN THE EVALUATION OF THE PROJECTS SUBMITTED FOR THE HARRISON COUNTY COASTAL IMPACT PLAN

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY DIRECT the Harrison County Development Commission that Brown & Mitchell work directly with the Board of Supervisors to assist in the evaluation of the projects submitted for the Harrison County Coastal Impact Plan.

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 AYE

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 14th day of May 2001.
Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER SETTING A SPECIAL CALLED MEETING FOR MONDAY, MAY 21, 2001 AT 10:00 A.M. IN THE FIRST JUDICIAL DISTRICT COURTHOUSE FOR THE PURPOSE OF DISCUSSING THE HARRISON COUNTY COASTAL IMPACT PLAN AND TAKING ANY ACTION, AS NECESSARY, AND DIRECTING THE CLERK OF THE BOARD TO POST PUBLIC NOTICE AS PER SEC. 19-3-19 OF THE MISS. CODE OF 1972, ANNOTATED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SET a special called meeting for Monday, May 21, 2001 at 10:00 a.m. in the First Judicial District Courthouse for the purpose of discussing the Harrison County Coastal Impact Plan and taking any action, as necessary, and directing the Clerk of the Board to post public notice as per Sec. 19-3-19 of the Miss. Code of 1972, Annotated.

Supervisor CONNIE M. ROCKCO 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER NOMINATING ZONDRA JONES AS THE CANDIDATE REPRESENTING HARRISON COUNTY FOR THE TITLE OF PRINCESS AT THE ANNUAL MISSISSIPPI DEEP SEA FISHING RODEO

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY NOMINATE Zondra Jones as the candidate representing Harrison County for the title of Princess at the Annual Mississippi Deep Sea Fishing Rodeo.

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 AYE

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 14th day of May 2001.
Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER APPROVING INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENTS BY AND BETWEEN HARRISON COUNTY AND THE FOLLOWING: PASS CHRISTIAN SCHOOL DISTRICT, LONG BEACH SCHOOL DISTRICT, GULFPORT SCHOOL DISTRICT, BILOXI PUBLIC SCHOOLS, AND HARRISON COUNTY SCHOOL DISTRICT, SUBJECT TO APPROVAL BY THE ATTORNEY GENERAL

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the following Interlocal Governmental Cooperation Agreements by and between Harrison County and the following: Pass Christian School District, Long Beach School District, Gulfport School District, Biloxi Public Schools, and Harrison County School District, subject to approval by the Attorney General. The said Interlocal Governmental Cooperation Agreements are as follows:
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STATE OF MISSISSIPPI
COUNTY OF HARRISON

INTERLOCAL GOVERNMENTAL COOPERATION
AGREEMENT BY AND BETWEEN
HARRISON COUNTY, MISSISSIPPI, AND THE PASS CHRISTIAN
PUBLIC SCHOOL DISTRICT

WHEREAS, the citizens of Harrison County, Mississippi, including its municipalities, have, from time to time, expressed a desire to share/combine governmental operations to insure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of Harrison County; and

WHEREAS, the Pass Christian Public School District and the Board of Supervisors of Harrison County, Mississippi, desire to continue to work together toward sharing/combining governmental activities in the Pass Christian Public School District in a cost effective manner, which will result in substantial savings to the taxpayers of Harrison County and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, the Pass Christian Public School District, through its governing authority, and Harrison County, Mississippi, through its Board Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by §17-13-1, et. seq., Mississippi Code of 1972, Annotated; and

1
WHEREAS, the purpose of this Agreement is to provide that Harrison County will, during the term hereof and under the conditions set forth in this Agreement, provide governmental services to the Pass Christian Public School District, as more specifically 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 the Pass Christian Public School District shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of Harrison County and the Pass Christian Public School District.

NOW, THEREFORE, BE IT RESOLVED BY THE PASS CHRISTIAN PUBLIC SCHOOL DISTRICT, by and through its Superintendent and governing Board (hereinafter "THE SCHOOL DISTRICT") and HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors (hereinafter referred to as "THE COUNTY"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by §17-13-1, et. seq., Mississippi Code of 1972, Annotated, and subject to the approval of the Attorney General of the State of Mississippi; said Agreement being as follows, to-wit:
SECTION 1: ADMINISTRATION AND ADMINISTRATIVE ENTITY

PROVISIONS

This Agreement will be administered in accordance with the terms and conditions set forth herein by the designated representative of the Pass Christian Public School District, under the direction of its Superintendent and governing authority, and the County Administrator of Harrison County, Mississippi, under the direction of the Board of Supervisors of Harrison County, Mississippi. No separate legal or administrative agency will be created by this Agreement.

SECTION 2: PURPOSE AND STATUTORY AUTHORITIES

(A) Roads, Bridges, Highways, Approaches and Related Drainage

Under the provisions of §21-37-3 and §19-3-41, Mississippi Code of 1972, Annotated, the School District and the County have jurisdiction over roads, bridges, highways, approaches and related drainage, within their respective jurisdictions, and the School District and the County, pursuant to the provisions of §65-7-83 and §65-7-85, et. seq., Mississippi Code of 1972 for the purposes of this Section of this Agreement, agree to concurrent jurisdiction over roads, bridges, walking tracks, driveways, other sports' facilities and drainage within the jurisdiction of
the School District the specific purposes herein enumerated, to-wit:

1. It is anticipated that the City will, from time to time, as the need and necessity arises, request the support of the County in the constructing, reconstructing and repairing of roads, highways, bridges, walking, tracks, driveways, other sports' facilities, approaches thereto and related drainage, within the School District's jurisdiction.

2. Upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the City, the County, in its sole discretion, agrees to assist the School District in constructing, re-constructing and repairing roads, highways, bridges, walking tracks, driveways, other sports' facilities, approaches thereto and related drainage, within the City's corporate limits.

(B) Law Enforcement Services

The County and City recognize that under §135 of the Mississippi Constitution and §19-25-1, et. seq., Mississippi Code of 1972, as amended, the Sheriff of the County is the Chief Law Enforcement Officer of the County with criminal jurisdiction and civil process jurisdiction throughout the County, both in the unincorporated areas and incorporated areas. Historically, the City police and the Harrison County Sheriff's Department have cooperated in law enforcement efforts, both within the corporate limits of the City and in the unincorporated areas of the County. The County and City agree that by the execution of this Agreement, and upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the School District, the
County, in its sole discretion, agrees to provide assistance to the School District in implementing its law enforcement program.

SECTION 3: FINANCING

The parties may each finance the performance of their individual duties under this Agreement by any means lawfully available to them. Consequently, no financing, staffing, supplying or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this agreement, and no funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer need be identified.

SECTION 4: JOINT BOARD PROVISIONS

The terms and provisions of this Agreement do not require the establishment of a joint board.

SECTION 5: REAL AND PERSONAL PROPERTY

It is not the intent of this Agreement that title to any real or personal property shall be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by the School District, at the time of such termination or purchased by the School District pursuant to this Agreement shall remain the
property of the School District; all real and personal property
owned by Harrison County at the time of such termination or
purchased by the County pursuant to this Agreement shall remain
the property of the County.

SECTION 6: ACQUISITION OF PROPERTY

No additional real or personal property is to be acquired,
held or disposed of in this joint cooperative undertaking, and
all real and personal property utilized by any party in
implementing this Agreement shall remain the parties property
upon partial or complete termination or amendment of this
Agreement.

SECTION 7: SEVERABILITY

If any part, term or provision of this Agreement shall be
held illegal, unenforceable, or in conflict with any applicable
law, the validity of the remaining portions or provisions shall
not be affected thereby.

SECTION 8: TERM OF AGREEMENT

This Agreement shall commence when same has been approved by
the Attorney General and filed with the Secretary of State and
shall expire on the 31st day of December, 2001. However, the
same shall be subject to renewal by County and School District,
by Resolution of each entity, provided that no such term may
exceed the 31st day of December, 2003, which is the last date the current Harrison County Board of Supervisors will serve under this term. It is also agreed and understood that the School District and the County shall notify each other, no later than thirty (30) days prior to the 31st day of December, 2001, that they intend to renew the Agreement for another period of time to be agreed upon, but in no event beyond December 31, 2003, and that in failing to do so, the parties may assume that the Agreement will expire on the 31st day of December, 2001, and prepare their annual budgets accordingly. Provided however, this agreement may be terminated by the mutual agreement of the parties.

SECTION 9: AMENDMENT

This Agreement may be amended upon the written agreement of both parties provided such amendment is approved by the Attorney General of the State of Mississippi, as provided in Miss. Code Annotated §17-13-1, et. seq., as amended.

SECTION 10: APPROVAL BY ATTORNEY GENERAL

The School District 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. In the event that disapproval of any section of
the services listed herein the authorities of the School District and of the County will be required to adopt a newly drafted agreement before said provisions in said agreement and the agreement itself shall remain in full force and effect.

The Clerk of the School District 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 and recorded in the Office of the Secretary of State.

SECTION 11: THE SCHOOL DISTRICT SHALL MAINTAIN LIABILITY INSURANCE

The School District and the County herein agree that it shall be the responsibility of the School District to maintain its own general premises and liability insurance on any matters pertaining to this agreement, including but not limited to, parks and recreation services; road, bridges, approaches thereto,
walking tracks, driveways, other sport's facilities and drainage maintenance; capital improvements or any other matter, which is the subject of this Interlocal Cooperative Agreement, a limit of liability no less than $250,000.00.

The parties further agree that no provision in this Agreement waives or extends any person or entities or liability as set forth in §11-46-1, et. seq., of the 1972 Mississippi Code Annotated (Supp. 1997), referred to as the Mississippi State Tort Claims Act.

IN WITNESS WHEREOF, I, SUPERINTENDENT of the School District, the officer duly authorized in the premises by Resolution of the governing Board attached hereto, do hereby set and subscribe my signature on behalf of the School District to the foregoing Interlocal Governmental Cooperation Agreement.

WITNESS MY SIGNATURE this, the ___ day of ____________, 2001.

SUPERINTENDENT

ATTESTED:

Clerk

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AS TO FORM:

Attorney for the School District
IN WITNESS WHEREOF, WE, THE BOARD OF SUPERVISORS OF HARRISON
COUNTY, MISSISSIPPI, do hereby set and subscribe our signatures
to the above and foregoing Interlocal 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

Larry Benefield, President
Harrison County Board of
Supervisors

Bobby Eleuterius
Supervisor, District One

Marlin Ladner
Supervisor, District Three

William Martin
Supervisor, District Four

Connie Rockco
Supervisor, District Five
ATTEST:

Clerk of the Board

I have approved this Interlocal Governmental Corporation Agreement as to form:

Attorney for the Harrison County Board of Supervisors
STATE OF MISSISSIPPI  
COUNTY OF HARRISON

INTERLOCAL GOVERNMENTAL COOPERATION  
AGREEMENT BY AND BETWEEN  
HARRISON COUNTY, MISSISSIPPI, AND THE LONG BEACH SCHOOL DISTRICT

WHEREAS, the citizens of Harrison County, Mississippi, including its municipalities, have, from time to time, expressed a desire to share/combine governmental operations to insure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of Harrison County; and

WHEREAS, the Long Beach School District and the Board of Supervisors of Harrison County, Mississippi, desire to continue to work together toward sharing/combining governmental activities in the Long Beach School District in a cost effective manner, which will result in substantial savings to the taxpayers of Harrison County and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, the Long Beach School District, through its governing authority, and Harrison County, Mississippi, through its Board Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by §17-13-1, et. seq., Mississippi Code of 1972, Annotated; and
WHEREAS, the purpose of this Agreement is to provide that Harrison County will, during the term hereof and under the conditions set forth in this Agreement, provide governmental services to the Long Beach School District, as more specifically 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 the Long Beach School District, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of Harrison County and the Long Beach School District.

NOW, THEREFORE, BE IT RESOLVED BY THE LONG BEACH SCHOOL DISTRICT, by and through its Superintendent and governing Board (hereinafter "THE SCHOOL DISTRICT") and HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors (hereinafter referred to as "THE COUNTY"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by §17-13-1, et. seq., Mississippi Code of 1972, Annotated, and subject to the approval of the Attorney General of the State of Mississippi; said Agreement being as follows, to-wit:
SECTION 1: ADMINISTRATION AND ADMINISTRATIVE ENTITY

PROVISIONS

This Agreement will be administered in accordance with the terms and conditions set forth herein by the designated representative of the Long Beach School District, under the direction of its Superintendent and governing authority, and the County Administrator of Harrison County, Mississippi, under the direction of the Board of Supervisors of Harrison County, Mississippi. No separate legal or administrative agency will be created by this Agreement.

SECTION 2: PURPOSE AND STATUTORY AUTHORITIES

(A) Roads, Bridges, Highways, Approaches and Related Drainage

Under the provisions of §21-37-3 and §19-3-41, Mississippi Code of 1972, Annotated, the School District and the County have jurisdiction over roads, bridges, highways, approaches and related drainage, within their respective jurisdictions, and the School District and the County, pursuant to the provisions of §65-7-83 and §65-7-85, et. seq., Mississippi Code of 1972 for the purposes of this Section of this Agreement, agree to concurrent jurisdiction over roads, bridges, walking tracks, driveways, other sports' facilities and drainage within the jurisdiction of the School District the specific purposes herein enumerated, to-wit:
1. It is anticipated that the City will, from time to
time, as the need and necessity arises, request the
support of the County in the constructing,
reconstructing and repairing of roads, highways,
bridges, walking tracks, driveways, other sports'
facilities, approaches thereto and related drainage,
within the School District's jurisdiction.

2. Upon the adoption of an appropriate Resolution, duly
spread upon the official minutes of the City, the
County, in its sole discretion, agrees to assist the
School District in constructing, re-constructing and
repairing roads, highways, bridges, walking tracks,
driveways, other sports' facilities, approaches thereto
and related drainage, within the City's corporate
limits.

(B) Law Enforcement Services

The County and City recognize that under §135 of the
Mississippi Constitution and §19-25-1, et. seq., Mississippi Code
of 1972, as amended, the Sheriff of the County is the Chief Law
Enforcement Officer of the County with criminal jurisdiction and
civil process jurisdiction throughout the County, both in the
unincorporated areas and incorporated areas. Historically, the
City police and the Harrison County Sheriff's Department have
cooperated in law enforcement efforts, both within the corporate
limits of the City and in the unincorporated areas of the County.
The County and City agree that by the execution of this
Agreement, and upon the adoption of an appropriate Resolution,
duly spread upon the official minutes of the School District, the
County, in its sole discretion, agrees to provide assistance to
the School District in implementing its law enforcement program.
SECTION 3: FINANCING

The parties may each finance the performance of their individual duties under this Agreement by any means lawfully available to them. Consequently, no financing, staffing, supplying or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this agreement, and no funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer need be identified.

SECTION 4: JOINT BOARD PROVISIONS

The terms and provisions of this Agreement do not require the establishment of a joint board.

SECTION 5: REAL AND PERSONAL PROPERTY

It is not the intent of this Agreement that title to any real or personal property shall be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by the School District, at the time of such termination or purchased by the School District pursuant to this Agreement shall remain the property of the School District; all real and personal property owned by Harrison County at the time of such termination or
purchased by the County pursuant to this Agreement shall remain the property of the County.

**SECTION 6: ACQUISITION OF PROPERTY**

No additional real or personal property is to be acquired, held or disposed of in this joint cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties property upon partial or complete termination or amendment of this Agreement.

**SECTION 7: SEVERABILITY**

If any part, term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

**SECTION 8: TERM OF AGREEMENT**

This Agreement shall commence when same has been approved by the Attorney General and filed with the Secretary of State and shall expire on the 31st day of December, 2001. However, the same shall be subject to renewal by County and School District, by Resolution of each entity, provided that no such term may exceed the 31st day of December, 2003, which is the last date the current Harrison County Board of Supervisors will serve under
this term. It is also agreed and understood that the School District and the County shall notify each other, no later than thirty (30) days prior to the 31st day of December, 2001, that they intend to renew the Agreement for another period of time to be agreed upon, but in no event beyond December 31, 2003, and that in failing to do so, the parties may assume that the Agreement will expire on the 31st day of December, 2001, and prepare their annual budgets accordingly. Provided however, this agreement may be terminated by the mutual agreement of the parties.

SECTION 9: AMENDMENT

This Agreement may be amended upon the written agreement of both parties provided such amendment is approved by the Attorney General of the State of Mississippi, as provided in Miss. Code Annotated §17-13-1, et. seq., as amended.

SECTION 10: APPROVAL BY ATTORNEY GENERAL

The School District 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. In the event that disapproval of any section of the services listed herein the authorities of the School District and of the County will be required to adopt a newly drafted
agreement before said provisions in said agreement and the agreement itself shall remain in full force and effect.

The Clerk of the School District 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 and recorded in the Office of the Secretary of State.

SECTION 11: THE SCHOOL DISTRICT SHALL MAINTAIN LIABILITY INSURANCE

The School District and the County herein agree that it shall be the responsibility of the School District to maintain its own general premises and liability insurance on any matters pertaining to this agreement, including but not limited to, parks and recreation services; road, bridges, approaches thereto, walking tracks, driveways, other sport's facilities and drainage maintenance; capital improvements or any other matter, which is
the subject of this Interlocal Cooperative Agreement, a limit of liability no less than $250,000.00.

The parties further agree that no provision in this Agreement waives or extends any person or entities or liability as set forth in §11-46-1, et. seq., of the 1972 Mississippi Code Annotated (Supp. 1997), referred to as the Mississippi State Tort Claims Act.

IN WITNESS WHEREOF, I, SUPERINTENDENT of the School District, the officer duly authorized in the premises by Resolution of the governing Board attached hereto, do hereby set and subscribe my signature on behalf of the School District to the foregoing Interlocal Governmental Cooperation Agreement.

WITNESS MY SIGNATURE this, the ___ day of __________, 2001.

SUPERINTENDENT

ATTESTED:

Clerk

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AS TO FORM:

Attorney for the School District
IN WITNESS WHEREOF, WE, THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, do hereby set and subscribe our signatures to the above and foregoing Interlocal 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 ___________, 2001.

HARRISON COUNTY BOARD OF SUPERVISORS

Larry Benefield, President
Harrison County Board of Supervisors

Bobby Eleuterius
Supervisor, District One

Marlin Ladner
Supervisor, District Three

William Martin
Supervisor, District Four

Connie Rockco
Supervisor, District Five
ATTEST:

Clerk of the Board

I have approved this Interlocal Governmental Corporation Agreement as to form:

Attorney for the Harrison County Board of Supervisors
STATE OF MISSISSIPPI
COUNTY OF HARRISON

INTERLOCAL GOVERNMENTAL COOPERATION
AGREEMENT BY AND BETWEEN
HARRISON COUNTY, MISSISSIPPI, AND THE GULFPORT SCHOOL DISTRICT

WHEREAS, the citizens of Harrison County, Mississippi, including its municipalities, have, from time to time, expressed a desire to share/combine governmental operations to insure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of Harrison County; and

WHEREAS, the Gulfport School District and the Board of Supervisors of Harrison County, Mississippi, desire to continue to work together toward sharing/combining governmental activities in the Gulfport School District in a cost effective manner, which will result in substantial savings to the taxpayers of Harrison County and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, the Gulfport School District, through its governing authority, and Harrison County, Mississippi, through its Board of Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by §17-13-1, et. seq., Mississippi Code of 1972, Annotated; and
WHEREAS, the purpose of this Agreement is to provide that Harrison County will, during the term hereof and under the conditions set forth in this Agreement, provide governmental services to the Gulfport School District, as more specifically 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 the Gulfport School District, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of Harrison County and the Gulfport School District.

NOW, THEREFORE, BE IT RESOLVED BY THE GULFPORT SCHOOL DISTRICT, by and through its Superintendent and governing Board (hereinafter "THE SCHOOL DISTRICT") and HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors (hereinafter referred to as "THE COUNTY"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by §17-13-1, et. seq., Mississippi Code of 1972, Annotated, and subject to the approval of the Attorney General of the State of Mississippi; said Agreement being as follows, to-wit:
SECTION 1: ADMINISTRATION AND ADMINISTRATIVE ENTITY

PROVISIONS

This Agreement will be administered in accordance with the terms and conditions set forth herein by the designated representative of the Gulfport School District, under the direction of its Superintendent and governing authority, and the County Administrator of Harrison County, Mississippi, under the direction of the Board of Supervisors of Harrison County, Mississippi. No separate legal or administrative agency will be created by this Agreement.

SECTION 2: PURPOSE AND STATUTORY AUTHORITIES

(A) Roads, Bridges, Highways, Approaches and Related Drainage

Under the provisions of §21-37-3 and §19-3-41, Mississippi Code of 1972, Annotated, the School District and the County have jurisdiction over roads, bridges, highways, approaches and related drainage, within their respective jurisdictions, and the School District and the County, pursuant to the provisions of §65-7-83 and §65-7-85, et. seq., Mississippi Code of 1972 for the purposes of this Section of this Agreement, agree to concurrent jurisdiction over roads, bridges, walking tracks, driveways, other sports' facilities and drainage within the jurisdiction of the School District the specific purposes herein enumerated, to-wit:
1. It is anticipated that the City will, from time to time, as the need and necessity arises, request the support of the County in the constructing, reconstructing and repairing of roads, highways, bridges, walking tracks, driveways, other sports' facilities, approaches thereto and related drainage, within the School District's jurisdiction.

2. Upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the City, the County, in its sole discretion, agrees to assist the School District in constructing, reconstructing and repairing roads, highways, bridges, walking tracks, driveways, other sports' facilities, approaches thereto and related drainage, within the City's corporate limits.

(B) Law Enforcement Services

The County and City recognize that under §135 of the Mississippi Constitution and §19-25-1, et. seq., Mississippi Code of 1972, as amended, the Sheriff of the County is the Chief Law Enforcement Officer of the County with criminal jurisdiction and civil process jurisdiction throughout the County, both in the unincorporated areas and incorporated areas. Historically, the City police and the Harrison County Sheriff's Department have cooperated in law enforcement efforts, both within the corporate limits of the City and in the unincorporated areas of the County. The County and City agree that by the execution of this Agreement, and upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the School District, the County, in its sole discretion, agrees to provide assistance to the School District in implementing its law enforcement program.
SECTION 3: FINANCING

The parties may each finance the performance of their individual duties under this Agreement by any means lawfully available to them. Consequently, no financing, staffing, supplying or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this agreement, and no funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer need be identified.

SECTION 4: JOINT BOARD PROVISIONS

The terms and provisions of this Agreement do not require the establishment of a joint board.

SECTION 5: REAL AND PERSONAL PROPERTY

It is not the intent of this Agreement that title to any real or personal property shall be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by the School District, at the time of such termination or purchased by the School District pursuant to this Agreement shall remain the property of the School District; all real and personal property owned by Harrison County at the time of such termination or
SECTION 6: ACQUISITION OF PROPERTY

No additional real or personal property is to be acquired, held or disposed of in this joint cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties property upon partial or complete termination or amendment of this Agreement.

SECTION 7: SEVERABILITY

If any part, term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 8: TERM OF AGREEMENT

This Agreement shall commence when same has been approved by the Attorney General and filed with the Secretary of State and shall expire on the 31st day of December, 2001. However, the same shall be subject to renewal by County and School District, by Resolution of each entity, provided that no such term may exceed the 31st day of December, 2003, which is the last date the
current Harrison County Board of Supervisors will serve under this term. It is also agreed and understood that the School District and the County shall notify each other, no later than thirty (30) days prior to the 31st day of December, 2001, that they intend to renew the Agreement for another period of time to be agreed upon, but in no event beyond December 31, 2003, and that in failing to do so, the parties may assume that the Agreement will expire on the 31st day of December, 2001, and prepare their annual budgets accordingly. Provided however, this agreement may be terminated by the mutual agreement of the parties.

SECTION 9: AMENDMENT

This Agreement may be amended upon the written agreement of both parties provided such amendment is approved by the Attorney General of the State of Mississippi, as provided in Miss. Code Annotated §17-13-1, et. seq., as amended.

SECTION 10: APPROVAL BY ATTORNEY GENERAL

The School District 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. In the event that disapproval of any section of the services listed herein the authorities of the School District
and of the County will be required to adopt a newly drafted agreement before said provisions in said agreement and the agreement itself shall remain in full force and effect.

The Clerk of the School District 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 and recorded in the Office of the Secretary of State.

SECTION 11: THE SCHOOL DISTRICT SHALL MAINTAIN LIABILITY INSURANCE

The School District and the County herein agree that it shall be the responsibility of the School District to maintain its own general premises and liability insurance on any matters pertaining to this agreement, including but not limited to, parks and recreation services; road, bridges, approaches thereto, walking tracks, driveways, other sport's facilities and drainage
maintenance; capital improvements or any other matter, which is
the subject of this Interlocal Cooperative Agreement, a limit of
liability no less than $250,000.00.

The parties further agree that no provision in this
Agreement waives or extends any person or entities or liability
as set forth in §11-46-1, et. seq., of the 1972 Mississippi Code
Annotated (Supp. 1997), referred to as the Mississippi State Tort
Claims Act.

IN WITNESS WHEREOF, I, SUPERINTENDENT of the School
District, the officer duly authorized in the premises by
Resolution of the governing Board attached hereto, do hereby set
and subscribe my signature on behalf of the School District to
the foregoing Interlocal Governmental Cooperation Agreement.

WITNESS MY SIGNATURE this, the ____ day of

SUPERINTENDENT

ATTESTED:

Clerk

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL
COOPERATION AGREEMENT AS TO FORM:

Attorney for the School District
IN WITNESS WHEREOF, WE, THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, do hereby set and subscribe our signatures to the above and foregoing Interlocal 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 __________, 2001.

HARRISON COUNTY BOARD OF SUPERVISORS

Larry Benefield, President
Harrison County Board of Supervisors

Bobby Eleuterius
Supervisor, District One

Marlin Ladner
Supervisor, District Three

William Martin
Supervisor, District Four

Connie Rockco
Supervisor, District Five
ATTEST:

Clerk of the Board

I have approved this Interlocal Governmental Corporation Agreement as to form:

Attorney for the Harrison County Board of Supervisors
STATE OF MISSISSIPPI
COUNTY OF HARRISON

INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN
HARRISON COUNTY, MISSISSIPPI, AND BILOXI PUBLIC SCHOOLS

WHEREAS, the citizens of Harrison County, Mississippi, including its municipalities, have, from time to time, expressed a desire to share/combine governmental operations to insure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of Harrison County; and

WHEREAS, the Biloxi Public Schools and the Board of Supervisors of Harrison County, Mississippi, desire to continue to work together toward sharing/combining governmental activities in the Biloxi Public Schools in a cost effective manner, which will result in substantial savings to the taxpayers of Harrison County and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, the Biloxi Public Schools, through its governing authority, and Harrison County, Mississippi, through its Board of Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by §17-13-1, et. seq., Mississippi Code of 1972, Annotated; and
WHEREAS, the purpose of this Agreement is to provide that Harrison County will, during the term hereof and under the conditions set forth in this Agreement, provide governmental services to the Biloxi Public Schools, as more specifically 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 the Biloxi Public Schools, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of Harrison County and the Biloxi Public Schools.

NOW, THEREFORE, BE IT RESOLVED BY THE BILOXI PUBLIC SCHOOLS, by and through its Superintendent and governing Board (hereinafter "THE SCHOOL DISTRICT") and HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors (hereinafter referred to as "THE COUNTY"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by §17-13-1, et. seq., Mississippi Code of 1972, Annotated, and subject to the approval of the Attorney General of the State of Mississippi; said Agreement being as follows, to-wit:
SECTION 1: ADMINISTRATION AND ADMINISTRATIVE ENTITY

PROVISIONS

This Agreement will be administered in accordance with the terms and conditions set forth herein by the designated representative of the Biloxi Public Schools, under the direction of its Superintendent and governing authority, and the County Administrator of Harrison County, Mississippi, under the direction of the Board of Supervisors of Harrison County, Mississippi. No separate legal or administrative agency will be created by this Agreement.

SECTION 2: PURPOSE AND STATUTORY AUTHORITIES

(A) Roads, Bridges, Highways, Approaches and Related Drainage

Under the provisions of §21-37-3 and §19-3-41, Mississippi Code of 1972, Annotated, the School District and the County have jurisdiction over roads, bridges, highways, approaches and related drainage, within their respective jurisdictions, and the School District and the County, pursuant to the provisions of §65-7-83 and §65-7-85, et. seq., Mississippi Code of 1972 for the purposes of this Section of this Agreement, agree to concurrent jurisdiction over roads, bridges, walking tracks, driveways, other sports' facilities and drainage within the jurisdiction of the School District the specific purposes herein enumerated, to-wit:
1. It is anticipated that the City will, from time to time, as the need and necessity arises, request the support of the County in the constructing, reconstructing and repairing of roads, highways, bridges, walking tracks, driveways, other sports' facilities, approaches thereto and related drainage, within the School District's jurisdiction.

2. Upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the City, the County, in its sole discretion, agrees to assist the School District in constructing, re-constructing and repairing roads, highways, bridges, walking tracks, driveways, other sports' facilities, approaches thereto and related drainage, within the City's corporate limits.

(B) Law Enforcement Services

The County and City recognize that under §135 of the Mississippi Constitution and §19-25-1, et. seq., Mississippi Code of 1972, as amended, the Sheriff of the County is the Chief Law Enforcement Officer of the County with criminal jurisdiction and civil process jurisdiction throughout the County, both in the unincorporated areas and incorporated areas. Historically, the City police and the Harrison County Sheriff's Department have cooperated in law enforcement efforts, both within the corporate limits of the City and in the unincorporated areas of the County. The County and City agree that by the execution of this Agreement, and upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the School District, the County, in its sole discretion, agrees to provide assistance to the School District in implementing its law enforcement program.
SECTION 3: FINANCING

The parties may each finance the performance of their individual duties under this Agreement by any means lawfully available to them. Consequently, no financing, staffing, supplying or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this agreement, and no funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer need be identified.

SECTION 4: JOINT BOARD PROVISIONS

The terms and provisions of this Agreement do not require the establishment of a joint board.

SECTION 5: REAL AND PERSONAL PROPERTY

It is not the intent of this Agreement that title to any real or personal property shall be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by the School District, at the time of such termination or purchased by the School District pursuant to this Agreement shall remain the property of the School District; all real and personal property owned by Harrison County at the time of such termination or
purchased by the County pursuant to this Agreement shall remain the property of the County.

SECTION 6: ACQUISITION OF PROPERTY

No additional real or personal property is to be acquired, held or disposed of in this joint cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties property upon partial or complete termination or amendment of this Agreement.

SECTION 7: SEVERABILITY

If any part, term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 8: TERM OF AGREEMENT

This Agreement shall commence when same has been approved by the Attorney General and filed with the Secretary of State and shall expire on the 31st day of December, 2001. However, the same shall be subject to renewal by County and School District, by Resolution of each entity, provided that no such term may exceed the 31st day of December, 2003, which is the last date the
current Harrison County Board of Supervisors will serve under this term. It is also agreed and understood that the School District and the County shall notify each other, no later than thirty (30) days prior to the 31st day of December, 2001, that they intend to renew the Agreement for another period of time to be agreed upon, but in no event beyond December 31, 2003, and that in failing to do so, the parties may assume that the Agreement will expire on the 31st day of December, 2001, and prepare their annual budgets accordingly. Provided however, this agreement may be terminated by the mutual agreement of the parties.

SECTION 9: AMENDMENT

This Agreement may be amended upon the written agreement of both parties provided such amendment is approved by the Attorney General of the State of Mississippi, as provided in Miss. Code Annotated §17-13-1, et. seq., as amended.

SECTION 10: APPROVAL BY ATTORNEY GENERAL

The School District 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. In the event that disapproval of any section of the services listed herein the authorities of the School District
and of the County will be required to adopt a newly drafted agreement before said provisions in said agreement and the agreement itself shall remain in full force and effect.

The Clerk of the School District 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 and recorded in the Office of the Secretary of State.

SECTION 11: THE SCHOOL DISTRICT SHALL MAINTAIN LIABILITY INSURANCE

The School District and the County herein agree that it shall be the responsibility of the School District to maintain its own general premises and liability insurance on any matters pertaining to this agreement, including but not limited to, parks and recreation services; road, bridges, approaches thereto, walking tracks, driveways, other sport’s facilities and drainage
maintenance; capital improvements or any other matter, which is
the subject of this Interlocal Cooperative Agreement, a limit of
liability no less than $250,000.00.

The parties further agree that no provision in this
Agreement waives or extends any person or entities or liability
as set forth in §11-46-1, et. seq., of the 1972 Mississippi Code
Annotated (Supp. 1997), referred to as the Mississippi State Tort
Claims Act.

IN WITNESS WHEREOF, I, SUPERINTENDENT of the School
District, the officer duly authorized in the premises by
Resolution of the governing Board attached hereto, do hereby set
and subscribe my signature on behalf of the School District to
the foregoing Interlocal Governmental Cooperation Agreement.

WITNESS MY SIGNATURE this, the ___ day of

SUPERINTENDENT

ATTESTED:

Clerk

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL
COOPERATION AGREEMENT AS TO FORM:

Attorney for the School District
IN WITNESS WHEREOF, WE, THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, do hereby set and subscribe our signatures to the above and foregoing Interlocal 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 ______________, 2001.

HARRISON COUNTY BOARD OF SUPERVISORS

Larry Benefield, President
Harrison County Board of Supervisors

Bobby Eleuterius
Supervisor, District One

Marlin Ladner
Supervisor, District Three

William Martin
Supervisor, District Four

Connie Rockco
Supervisor, District Five
ATTEST:

Clerk of the Board

I have approved this Interlocal Governmental Corporation Agreement as to form:

Attorney for the Harrison County Board of Supervisors
STATE OF MISSISSIPPI  
COUNTY OF HARRISON  

INTERLOCAL GOVERNMENTAL COOPERATION  
AGREEMENT BY AND BETWEEN  
HARRISON COUNTY, MISSISSIPPI, AND THE HARRISON  
COUNTY SCHOOL DISTRICT  

WHEREAS, the citizens of Harrison County, Mississippi,  
including its municipalities, have, from time to time, expressed  
a desire to share/combine governmental operations to insure  
greater efficiency as well as savings in tax dollars resulting in  
lower taxes to the taxpayers of Harrison County; and  

WHEREAS, the Harrison County School District and the Board  
of Supervisors of Harrison County, Mississippi, desire to  
continue to work together toward sharing/combining governmental  
activities in the Harrison County School District in a cost  
effective manner, which will result in substantial savings to the  
taxpayers of Harrison County and thereby a savings on the amount  
of taxes required to be paid by the citizens; and  

WHEREAS, the Harrison County School District, through its  
governing authority, and Harrison County, Mississippi, through  
its Board Supervisors, desire to enter into an Interlocal  
Governmental Cooperation Agreement as provided by §17-13-1, et.  
seq., Mississippi Code of 1972, Annotated; and  


WHEREAS, the purpose of this Agreement is to provide that Harrison County will, during the term hereof and under the conditions set forth in this Agreement, provide governmental services to the Harrison County School District, as more specifically 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 the Harrison County School District, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of Harrison County and the Harrison County School District.

NOW, THEREFORE, BE IT RESOLVED BY THE HARRISON COUNTY SCHOOL DISTRICT, by and through its Superintendent and governing Board (hereinafter "THE SCHOOL DISTRICT") and HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors (hereinafter referred to as "THE COUNTY"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by §17-13-1, et. seq., Mississippi Code of 1972, Annotated, and subject to the approval of the Attorney General of the State of Mississippi; said Agreement being as follows, to-wit:
SECTION 1: ADMINISTRATION AND ADMINISTRATIVE ENTITY PROVISIONS

This Agreement will be administered in accordance with the terms and conditions set forth herein by the designated representative of the Harrison County School District, under the direction of its Superintendent and governing authority, and the County Administrator of Harrison County, Mississippi, under the direction of the Board of Supervisors of Harrison County, Mississippi. No separate legal or administrative agency will be created by this Agreement.

SECTION 2: PURPOSE AND STATUTORY AUTHORITIES

(A) Roads, Bridges, Highways, Approaches and Related Drainage

Under the provisions of §21-37-3 and §19-3-41, Mississippi Code of 1972, Annotated, the School District and the County have jurisdiction over roads, bridges, highways, approaches and related drainage, within their respective jurisdictions, and the School District and the County, pursuant to the provisions of §65-7-83 and §65-7-85, et. seq., Mississippi Code of 1972 for the purposes of this Section of this Agreement, agree to concurrent jurisdiction over roads, bridges, walking tracks, driveways, other sports' facilities and drainage within the jurisdiction of the School District the specific purposes herein enumerated, to-wit:
1. It is anticipated that the City will, from time to time, as the need and necessity arises, request the support of the County in the constructing, reconstructing and repairing of roads, highways, bridges, walking, tracks, driveways, other sports’ facilities, approaches thereto and related drainage, within the School District’s jurisdiction.

2. Upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the City, the County, in its sole discretion, agrees to assist the School District in constructing, re-constructing and repairing roads, highways, bridges, walking tracks, driveways, other sports’ facilities, approaches thereto and related drainage, within the City’s corporate limits.

(B) Law Enforcement Services

The County and City recognize that under §135 of the Mississippi Constitution and §19-25-1, et. seq., Mississippi Code of 1972, as amended, the Sheriff of the County is the Chief Law Enforcement Officer of the County with criminal jurisdiction and civil process jurisdiction throughout the County, both in the unincorporated areas and incorporated areas. Historically, the City police and the Harrison County Sheriff’s Department have cooperated in law enforcement efforts, both within the corporate limits of the City and in the unincorporated areas of the County. The County and City agree that by the execution of this Agreement, and upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the School District, the County, in its sole discretion, agrees to provide assistance to the School District in implementing its law enforcement program.
SECTION 3: FINANCING

The parties may each finance the performance of their individual duties under this Agreement by any means lawfully available to them. Consequently, no financing, staffing, supplying or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this agreement, and no funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer need be identified.

SECTION 4: JOINT BOARD PROVISIONS

The terms and provisions of this Agreement do not require the establishment of a joint board.

SECTION 5: REAL AND PERSONAL PROPERTY

It is not the intent of this Agreement that title to any real or personal property shall be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by the School District, at the time of such termination or purchased by the School District pursuant to this Agreement shall remain the property of the School District; all real and personal property owned by Harrison County at the time of such termination or
purchased by the County pursuant to this Agreement shall remain the property of the County.

**SECTION 6: ACQUISITION OF PROPERTY**

No additional real or personal property is to be acquired, held or disposed of in this joint cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties property upon partial or complete termination or amendment of this Agreement.

**SECTION 7: SEVERABILITY**

If any part, term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

**SECTION 8: TERM OF AGREEMENT**

This Agreement shall commence when same has been approved by the Attorney General and filed with the Secretary of State and shall expire on the 31st day of December, 2001. However, the same shall be subject to renewal by County and School District, by Resolution of each entity, provided that no such term may exceed the 31st day of December, 2003, which is the last date the
current Harrison County Board of Supervisors will serve under this term. It is also agreed and understood that the School District and the County shall notify each other, no later than thirty (30) days prior to the 31st day of December, 2001, that they intend to renew the Agreement for another period of time to be agreed upon, but in no event beyond December 31, 2003, and that in failing to do so, the parties may assume that the Agreement will expire on the 31st day of December, 2001, and prepare their annual budgets accordingly. Provided however, this agreement may be terminated by the mutual agreement of the parties.

SECTION 9: AMENDMENT

This Agreement may be amended upon the written agreement of both parties provided such amendment is approved by the Attorney General of the State of Mississippi, as provided in Miss. Code Annotated §17-13-1, et. seq., as amended.

SECTION 10: APPROVAL BY ATTORNEY GENERAL

The School District 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. In the event that disapproval of any section of the services listed herein the authorities of the School District
and of the County will be required to adopt a newly drafted agreement before said provisions in said agreement and the agreement itself shall remain in full force and effect.

The Clerk of the School District 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 and recorded in the Office of the Secretary of State.

SECTION 11: THE SCHOOL DISTRICT SHALL MAINTAIN LIABILITY INSURANCE

The School District and the County herein agree that it shall be the responsibility of the School District to maintain its own general premises and liability insurance on any matters pertaining to this agreement, including but not limited to, parks and recreation services; road, bridges, approaches thereto, walking tracks, driveways, other sport's facilities and drainage
maintenance; capital improvements or any other matter, which is the subject of this Interlocal Cooperative Agreement, a limit of liability no less than $250,000.00.

The parties further agree that no provision in this Agreement waives or extends any person or entities or liability as set forth in §11-46-1, et. seq., of the 1972 Mississippi Code Annotated (Supp. 1997), referred to as the Mississippi State Tort Claims Act.

IN WITNESS WHEREOF, I, SUPERINTENDENT of the School District, the officer duly authorized in the premises by Resolution of the governing Board attached hereto, do hereby set and subscribe my signature on behalf of the School District to the foregoing Interlocal Governmental Cooperation Agreement.

WITNESS MY SIGNATURE this, the _____ day of ________, 2001.

__________________________
SUPERINTENDENT

ATTESTED:

__________________________
Clerk

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AS TO FORM:

__________________________
Attorney for the School District
IN WITNESS WHEREOF, WE, THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, do hereby set and subscribe our signatures to the above and foregoing Interlocal 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 ____________, 2001.

HARRISON COUNTY BOARD OF SUPERVISORS

Larry Benefield, President
Harrison County Board of Supervisors

Bobby Eleuterius
Supervisor, District One

Marlin Ladner
Supervisor, District Three

William Martin
Supervisor, District Four

Connie Rockco
Supervisor, District Five
ATTEST:

Clerk of the Board

I have approved this Interlocal Governmental Corporation Agreement as to form:

Attorney for the Harrison County Board of Supervisors
Supervisor MARLIN R. LADNER 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 then declared the motion carried and the Order adopted.

THIS, the 14th day of May 2001.
Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF CHECK NO. 511 FOR $100,000.00 FROM THE MARITIME & SEAFOOD INDUSTRY MUSEUM, AND DIRECTING DEPOSIT OF SAME IN THE PROPER ACCOUNT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of check No. 511 for $100,000.00 from the Maritime & Seafood Industry Museum, and directing deposit of same in the proper account.

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 then declared the motion carried and the Order adopted.

**THIS, the 14th day of May 2001.**
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2001 TERM

Supervisor MARLIN R. LADNER moved adoption of the following:

ORDER APPROVING AMENDMENT TO THE LOCAL SURFACE TRANSPORTATION PROGRAM AGREEMENT FOR LOCAL PUBLIC AGENCY ROAD/STREET IMPROVEMENTS AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the following amendment to the Local Surface Transportation Program Agreement for local public agency road/street improvements:

AMENDMENT TO
LOCAL SURFACE TRANSPORTATION PROGRAM AGREEMENT
FOR
LOCAL PUBLIC AGENCY ROAD/STREET IMPROVEMENTS

This Amendment is made a part of that Agreement which was made and entered on September 24, 1996, by and between the Mississippi Transportation Commission, by and through the Executive Director of the Mississippi Department of Transportation (the Department), and the County of Harrison, the Local Public Agency (LPA), for the purpose of establishing the agreed conditions under which the LPA may utilize Surface Transportation Program (STP) funds provided pursuant to the Intermodal Surface Transportation Efficiency Act (ISTEA) and subsequent acts.

WHEREAS, on the date aforementioned the Parties hereto agreed that certain procedures would be followed for maintaining project records in the event that an audit was needed; and

WHEREAS, the United States Office of Management and Budget issued its OMB Circular A-133 which imposed additional audit responsibilities for certain subrecipients of planning and research funds; and

WHEREAS, the Department and the LPA are obligated to comply with the terms of the said OMB Circular A-133 as a condition of receiving and distributing STP funds; and
WHEREAS, in consideration of the mutual agreement of the Parties hereto to modify the original Agreement between them, the Mississippi Transportation Commission, having authorized the Executive Director to execute this Amendment on its behalf, and the LPA do by entering into this Amendment hereby mutually agree to amend the said Agreement as follows:

1. Paragraph XVIII. of the said Agreement is deleted in its entirety, and replaced with the following:

The LPA shall meet the audit requirements of OMB Circular A-133, Audit of States, Local Governments and non-Profit Organizations. An audit will be required in accordance with the said Circular if the LPA expends $300,000.00 or more in federal funds during the LPA's fiscal year. If an audit is required, the audit report must be submitted to the Department within thirty (30) days after the receipt of the CPA's audit report or nine (9) months after the end of the audit period, whichever is earlier. In any event, project records will be maintained on file by the LPA for at least three (3) years from the date of payment of the final estimate and may be audited by representatives of the Department at any time. Department costs for any such audit will be charged to the project.

2. This Amendment shall be in effect from the date of the last execution hereof.

WITNESS this my signature in execution hereof, this the ______ day of ____________, 2001.

MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR
OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

EXECUTIVE DIRECTOR
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2001 TERM

IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE the Board President to execute said amendment.

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 AYE

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 14th day of May 2001.
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BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MAY 2001 TERM

Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER AUTHORIZING ASSOCIATED ADJUSTERS, INTL. TO PAY
UP TO $500.00 FOR RENTAL BILL RELATED TO ACCIDENT
CLAIM OF BRIANNA TINGLEY AND UP TO $5,000.00 FOR
BODILY INJURY CLAIM

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,
MISSISSIPPI, that the Board does HEREBY AUTHORIZE Associated Adjusters, Intl.
to pay up to $500.00 for rental bill related to accident claim of Brianna
Tingley and up to $5,000.00 for bodily injury claim.

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 AYE

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 14th day of May 2001.
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Supervisor BOBBY ELEUTERIUS moved, and Supervisor MARLIN R. LADNER seconded, the following:

RECONVENE INTO EXECUTIVE SESSION to conclude discussion on items previously stated.

There was a unanimous vote by the Board to reconvene into executive session.

ALL ORDERED AND DONE, this the 14th day of May 2001.

* * *

Supervisor BOBBY ELEUTERIUS moved, and Supervisor CONNIE M. ROCKCO seconded, the following:

RECONVENE FROM EXECUTIVE SESSION.

There was a unanimous vote by the Board to reconvene from executive session.

The Board attorney reported that no action was taken.

ALL ORDERED AND DONE, this the 14th day of May 2001.

* * *