MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

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 13th day of January 2003, the same being the time fixed by law and the place fixed by the Order of the Board of Supervisors of Harrison County at a former meeting thereof for holding said meeting of said Board.

THERE WERE PRESENT and in attendance on said Board, William W. Martin, President of said Board, presiding; Bobby Eleuterius, Larry Benefield, Marlin R. Ladner, 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:
Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER ACCEPTING ADDENDA A, B, C AND D FOR THE JANUARY 13, 2002 MEETING

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT addenda A, B, C and D for the January 13, 2002 meeting.

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

- Supervisor BOBBY ELEUTERIUS voted AYE
- Supervisor LARRY BENEFIELD voted AYE
- Supervisor MARLIN R. LADNER voted AYE
- Supervisor WILLIAM W. MARTIN voted AYE
- Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.

The Board President announced that a copy of the redistricting plan filed with the Justice Department is on display for review at the First and Second Judicial Courthouses in the Board of Supervisors' offices.
Colonel Spraggins, with the Mississippi National Guard, appeared before the Board to request support from all the counties in Mississippi to allow a $100.00 reduction on car tags for the members of the National Guard. Harrison County has about 900 members in the National Guard. After full discussion, Supervisor WILLIAM W. MARTIN moved adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY BOARD OF SUPERVISORS MEMORIALIZING THE MISSISSIPPI LEGISLATURE TO ENACT LEGISLATION TO GIVE MEMBERS OF THE MISSISSIPPI NATIONAL GUARD A ONE HUNDRED DOLLARS ($100) CREDIT ON THE PURCHASE OF PERSONAL CAR TAGS, AND FOR RELATED PURPOSES.

WHEREAS, the leadership of the Mississippi National Guard has requested the Harrison County Board of Supervisors (the "Board") to endorse legislation to give members of the Mississippi National Guard a one hundred dollar ($100) credit on the purchase of their personal car tags; and

WHEREAS, members of the Mississippi National Guard perform an invaluable service to our communities, state and nation; and

WHEREAS, the Board finds it is in the best interest of the Citizens of Harrison County to encourage enlistments and retention of members in the Mississippi National Guard; and

WHEREAS, this one hundred dollar ($100) discount on the purchase of personal car tags will give the leadership of the Mississippi National Guard another tool in seeking to meet its enlistment and retention requirements.

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 does hereby memorialize the Mississippi Legislature to enact legislation to allow members of the Mississippi National Guard to receive a one hundred dollar ($100) discount on the purchase of their personal car tags.

SECTION II: A certified copy of this resolution shall be forwarded to members of the Harrison County Legislative Delegation requesting favorable consideration of this proposed legislation.

Supervisor CONNIE ROCKCO 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 13th day of January, 2003.
Chancery Court Judge Margaret Alfonso appeared before the Board to request same to approve the creation of a Public Guardian position in the County to protect the elderly and the children. After a full discussion, Supervisor CONNIE M. ROCKCO moved adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY BOARD OF SUPERVISORS MEMORIALIZING THE MISSISSIPPI LEGISLATURE TO ENACT LOCAL AND PRIVATE LEGISLATION CREATING A "PUBLIC GUARDIAN" FOR HARRISON COUNTY, AND FOR RELATED PURPOSES.

WHEREAS, the Senior Chancellor of the Harrison County Chancery Court, on behalf of the other members of the Court, members of Social Services Organizations, interested citizens and others, presented the need to the Harrison County Board of Supervisors (hereafter "the Board") for a full-time "Public Guardian"; and

WHEREAS, in part, this need is based upon the fact, that in certain cases, the Chancery Court is mandated to appoint "Guardian Ad Litem" to protect the interest of minors, investigate allegations of abuse of the elderly, represent minors in guardian proceedings, establish conservatorships for indigents and to assist in commitment proceedings for alcohol and drug abuse for indigent citizens; and

WHEREAS, this "unfunded mandate" requires the Chancery Court to appoint a "Guardian Ad Litem" or Conservator in such cases, and the payment of the fees to the "Guardian Ad Litem" or Conservator falls upon the County; and
WHEREAS, in order to meet this urgent need in Harrison County, the following was proposed:

(1) Local and private legislation would be enacted creating the position of "Public Guardian"; and

(2) The "Public Guardian" would be a County employee appointed by the Board upon the recommendation of the Senior Chancellor of the Chancery Court and an Advisory Board consisting of key members of the social services community; and

The salary of the Public Guardian will be set by the Board; and

(3) The local and private legislation would provide for an assessment of Ten dollars ($10) on each filing in the Chancery Court of Harrison County, First and Second Judicial Districts, to assist in the funding of this position; and

(4) The imposition of the ten dollar ($10) filing fee would commence on the first day of the month immediately following enactment of the local and private legislation; and

(5) The appointment of the "Public Guardian" would not become effective until January 1, 2005, to provide a period of time to accumulate funds to assist in the payment of the "Public Guardian's" salary and expenses; and

WHEREAS, the "Public Guardian" would provide a much needed service to the Citizens of Harrison County.
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 does hereby memorialize the Mississippi Legislature to enact local and private legislation to create the position of "Public Guardian" in Harrison County, Mississippi.

SECTION II. This position would be funded by an assessment of ten ($10) dollars on each filing in the Chancery Court of Harrison County, First and Second Judicial Districts.

SECTION III. The imposition of this fee would become effective on the first day of the month immediately following enactment of this legislation.

SECTION IV: The appointment of the "Public Guardian" would not become effective until January 1, 2005, to allow sufficient time to accumulate funds to assist in paying the "Public Guardian's" salary and expenses.

SECTION V: The appointment of the Public Guardian would be made by the Harrison County Board of Supervisors upon the recommendation of the Senior Chancellor of the Chancery Court and an Advisory Board consisting of key members of the social services community.

SECTION VI: The salary of the Public Guardian shall be set by the Harrison County Board of Supervisors.
SECTION VII: A certified copy of this Resolution shall be forwarded to the Harrison County Legislative Delegation requesting they favorably consider and assist in the enactment of this legislation.

Supervisor BOBBY ELEUTERIUS 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 RENEFIELD 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 13th day of January, 2003.
Mr. Hayes Bolton appeared before the Board to discuss the possibility for beach vendors having several licenses to conduct businesses on the sand beach to have only one bond covering all sites instead of a bond for each individual site. After full discussion, wherein the Sand Beach Director expressed some concerns about the County’s liability on other sites once the bond is called, Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER TAKING THIS MATTER UNDER ADVISEMENT UNTIL ALL VENDORS HAVE BEEN PROPERLY NOTIFIED AND MADE AWARE OF THIS PROPOSED CHANGE FOR REVIEW BY THE BOARD AT A LATER DATE

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY TAKE UNDER ADVISEMENT the matter of beach vendors having several licenses to conduct business on the sand beach having only one bond covering all sites until all vendors have been properly notified and made aware of this proposed change for review by the Board at a later date.

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

Supervisor BOBBY ELEUTERIUS voted AYE
Supervisor LARRY BENEFIELD voted AYE
Supervisor MARLIN R. LADNER voted AYE
Supervisor WILLIAM W. MARTIN voted AYE
Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.

Mr. John Greathouse appeared before the Board to complain about the fact that he cannot obtain title to about 100 properties he has purchased through tax sales. The Board President advised him that the Board has no jurisdiction in this matter, it needs to be resolved by the courts.
Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER APPROVING A $200,000.00 APPROPRIATION TO THE CITY OF BILOXI FOR THE RENOVATION OF THE SAENGERTHEATRE OF THE PERFORMING ARTS, AS PER TERMS OF THE INTERLOCAL AGREEMENT, PAYABLE FROM BOND FUNDS

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE a $200,000.00 appropriation to the City of Biloxi for the renovation of the Saenger Theatre of the Performing Arts, as per terms of the Interlocal Agreement, payable from Bond funds.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
Supervisor Eleuterius presented facts and figures about tax money spent by the County in the cities of Biloxi and D'Iberville. After full discussion, Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER ACKNOWLEDGING RECEIPT OF AND SPREADING UPON THE MINUTES REPORT FROM DISTRICT ONE SUPERVISOR ON SERVICES RENDERED BY THE COUNTY IN THE MUNICIPALITIES OF BILOXI AND D'IBERVILLE

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE RECEIPT OF AND SPREAD UPON THE MINUTES a report from District One Supervisor on services rendered by the County in the municipalities of Biloxi and D'Iberville, same being as follows:

District One  HARRISON COUNTY

A Message To My Constituents

I have served on the Board of Supervisors since 1984 and the growth of Harrison County over the last decade has been exciting and challenging. We enjoy an exceptional quality of life in Harrison County and on the Mississippi Gulf Coast. However, we face many challenges. Our growing population necessitates sound, long-range planning and a sustainable development management strategy that meshes city and county goals, especially in the areas of water quality, land use, recreation, and roadways.

Collectively, county and city leaders must be willing to seek new, more efficient and cost effective ways of delivering public services. If we start with the premise “we all serve the same customer” then seeking common ground will be easier. After all, every citizen living within one of our cities is a citizen of this County. By way of this report, we are attempting to show where your tax dollars go.

Through June 30, of fiscal year 2002, commercial and residential property owners living in Biloxi were assessed approximately $16,619,197.33 million in county taxes. Harrison County in turn combines your county taxes with other state and federal revenues and delivered over $23 million in everyday services, community improvement projects and basic infrastructure. We also leverage our combined revenues with the city revenues thereby further stretching your taxes as far as possible.

As we look ahead, your county government is focused on electronic commerce, making our regulatory responsibilities more responsive and friendly, improving customer service, streamlining our processes and modernizing our technology. However, there is always room for improvement in the way we conduct the public’s business. I would like to hear from you at any time on any issue that you feel is important.
While this report only covers an 18 month period, there are numerous projects that the County has funded in the past that has benefited the citizens of Biloxi. Some examples are:

- Paving of parking facilities at Biloxi' Yankee Stadium
- Paving of Tullis Manor parking lot and entrance way.
- Paving of many Biloxi school parking lots.
- The Biloxi Port Commission paving project.
- Father O’Hanlon Senior Center parking facilities.
- Painting of House on Town Green
- Painting of the Marilis Crane Museum
- Painting of the Father O’Hanlon Center
- Painting of Biloxi Yankee Stadium

**Roads & Bridges**

Harrison County issued $12 million in TIF bonds for the City of Biloxi for road projects. Debt paid from 40% of the income from casino properties.

Harrison County paves various city walking tracks, stadium parking lots, city streets, and school parking lots.

Harrison County has built ten bridges in the City of Biloxi to improve traffic flow and drainage. Two on Bayview Avenue; two on Forest Avenue; two in Sunlight neighborhood; one on Benachi Ave.; one on Santini Street, one on Iroquis, and one at the entrance of Mercy Cross High School.

Each city receives 50% of all road taxes paid to Harrison County totaling $1,800,000.

Harrison County has allocated $150,000 for a new bridge for the Biloxi Housing Authority and the City of Biloxi.

**Parks, Recreation, Sand Beach & Parkway**

Harrison County maintains the Sand Beach and Parkway at a cost of $1,705,706 per year. Note: cities benefit from tourists by way of sales tax from restaurants, hotels, and shopping. 31% of the Sand Beach is located in the city of Biloxi. Maintenance costs per year are $528,800 and the recent renourishment project cost $1,860,000.

The $330,000 Highway 90 Landscaping Project from the Ocean Springs Bridge to Rodenburg Avenue was funded by Harrison County.

Harrison County constructed the D’Iberville Civic Center on city donated land at a cost of $488,000.

Harrison County provided $215,000 for the Fountain Beach Education Park.

Harrison County constructed a $1,300,000 recreational complex on 18 acres of land donated by the City of D’Iberville.

Harrison County built the D’Iberville Multi-Purpose Building at a cost of $28,000.

Harrison County provides a Skate Park constructed in the City for all for young people.
Parks, Recreation, Sand Beach & Parkway (cont'd)
Harrison County allocates $246,000 annually for the Harrison County Fairgrounds. The
Fairgrounds are used by all residents of the county. Note: the cities benefit from the sales
tax from horse shows and other scheduled entertainment.
The Harrison County Beautification Department conducts many cleanup and
beautification programs in all cities. It is estimated that approximately 80% of the total
funds of this Department benefit people who live within a municipality in Harrison
County.
Harrison County has provided walking tracks and lights for Father O'Reilly Park
($75,000); for Hiller Park ($35,000); and for Sunkist ($35,000) within the City of Biloxi.
Harrison County has received funding from Mississippi Tidelands for two projects—
Popps Ferry Causeway Project ($648,000) and Tchoutacabouffa River Project ($100,000)

Ports, Commissions, & Economic Development
Harrison County annually funds the operations of the Biloxi Port Commission in the
amount of $980,000.
Harrison County also is paying the debt service of $230,000 for 15 years for the new
Biloxi Port Commission offices.
Harrison County appropriates by statute $995,000 annually for the Mississippi State Port
at Gulfport.
Harrison County annually appropriates $1,700,000 for the Harrison County Development
Commission.
Harrison County provides $115,000 for annual operations at the Gulfport-Biloxi Regional
Airport and pays $100,000 annually for debt service for post bonds.
Harrison County provides $978,000 annually for bonds for the Mississippi Coast
Coliseum.
Harrison County provides $458,000 annually for its portion of the Harrison County
Wastewater District bonds.
Harrison County provides $272,000 annually for Coast Transit Authority.
Harrison County provides $1,147,833 annually for the Harrison County Tourism
Commission. Based on figures from the Tourism Commission, the economic impact is in
the hundreds of millions of dollars of which the City of Biloxi greatly benefits.
Harrison County issued TIF bonds for the D'Iberville Walmart project in the amount of
$67,200 per year.

Health & Welfare
Over 45,000 meals were delivered to frail and disabled elderly in District One in 2001.
Over 4,300 meals were served at the Senior Center in Biloxi in 2001.
As part of the Senior Citizens program in Biloxi, approximately 100 adult day care
clients are served at the center.
Harrison County funds the Harrison County Human Resource Agency approximately
$494,000 annually.
Harrison County funds the Council on Aging $700,000 annually.
The ESOP Program receives $550,000 annually; and the VISTA Program receives
$150,000 annually.
Health & Welfare (cont'd)
Harrison County provides $745,000 for Mental Health programs and provides county owned buildings inside city limits.
Harrison County provides the facility and $564,000 for the T.L.C. program.
Harrison County provided funding in the amount of $690,000 for the new public health building in Biloxi.
Harrison County provides $573,690 annually for the Health Department.
Harrison County spent $800,000 constructing a new Welfare Department building in Biloxi.
Harrison County annually provides $492,854 in funding for the Welfare Department.
Harrison County provides $23,000,000 annually to the Harrison County Sheriff's Department.
Harrison County issued the bonds on the E-911 County-wide Radio System.
Harrison County annually provides $171,000 to the Harrison County Civil Defense Department.
Harrison County provides a county owned building to the Woolmarket Fire Station at no cost to City of Biloxi.
Harrison County annually provides $50,000 to American Medical Response.

County Offices & Departments
Annual expenditures for courthouses located in Biloxi and Gulfport consist of $1,560,000 for accounting services, $145,000 for purchasing, and $231,000 for personnel expenses.
Following is a list of county departments and the funds allocated annually for their operation.

<table>
<thead>
<tr>
<th>Department</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Circuit Court</td>
<td>$32,852</td>
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<tr>
<td>County Court</td>
<td>$47,728</td>
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<tr>
<td>Justice Court</td>
<td>$534,000</td>
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<td>Circuit Clerks Office</td>
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<td>Tax Assessor's Office</td>
<td>$1,152,000</td>
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<td>Constables</td>
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<td>District Attorney</td>
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<td>Shelter &amp; Abuse</td>
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<td>County Court Admin.</td>
<td>$46,000</td>
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<td>Victim Witness Program</td>
<td>$75,000</td>
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<td>Chancery Court</td>
<td>$804,045</td>
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<td>Chancery Clerk Office</td>
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<tr>
<td>Tax Collector's Office</td>
<td>$1,322,394</td>
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<td>Veterans Services</td>
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<td>Medical Examiner</td>
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<td>County Attorney</td>
<td>$144,000</td>
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<tr>
<td>Chancery Court Admin.</td>
<td>$37,000</td>
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<tr>
<td>Criminal Indigent Defense</td>
<td>$680,000</td>
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<tr>
<td>Election Expense</td>
<td>$254,000</td>
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</tbody>
</table>

Community
Harrison County appropriates $10,000 per year for the operation of the Seafood Museum.
The County also contributed $100,000 for the expansion of the museum.
Harrison County is a member of the Mississippi Gulf Coast Chamber of Commerce and the Biloxi Bay Chamber of Commerce of which the County funds numerous projects. For example: Christmas on the Water; Blessing of the Fleet; and 4th of July celebration.
Harrison County has contributed $300,000 to the Ohr Museum Capital Fund.
Harrison County has contributed $200,000 to the Saenger Theatre Renovation project.
Did You Know?

Most citizens are not aware of the many functions their counties provide separately from those provided by cities and states. County government is more diverse than state and city governments in terms of governmental structure, financial status, and physical composition.

DID YOU KNOW

School taxes account for almost 33% of your annual tax bill. By law, the Harrison County Board of Supervisors must levy the necessary amount of taxes to meet the school board’s request. State law limits the school board’s budget increase to no more than 10% per year.

Harrison County collects taxes for all five cities thereby eliminating the need for individual tax departments which saves tens of thousands of dollars for each municipality.

Harrison County performs bridge inspection on all city and county bridges at no cost to the cities.

Harrison County owns the mental health facilities located inside the cities.

Harrison County funds the Harrison County Development Commission which is designed to assist all cities with economic development.

Harrison County spent $2.3 million on the Commerce Park in Biloxi that was created to relocate Biloxi businesses that were affected by roadway construction and property acquisition.

Harrison County provides all funding to the Sheriff’s Department that provides services to all cities including parades, festivals, Mardi Gras, traffic control, and maintenance of the Adult Detention and Youth Detention Center.

Harrison County allocates $5.8 million annually to the Mississippi Gulf Coast Community College.

Harrison County provides mosquito control at no cost to the cities.

Fountain Pier Dedicated

A ribbon-cutting ceremony on May 13 marked the dedication of Phase I of the Fountain Pier Project in D’Iberville. The ceremony was attended by many political figures, residents, and many members of the Fountain family including its most famous member Pete Fountain. Secretary of State Eric Clark was on hand to cut the ribbon.

Approximately $625,000 has been spent on the project to date. Funding has come from Tidelands, Harrison County, and the Coastal Impact Assistance Program.

The site is very unique as it represents a fairly undisturbed wetland in an indented section of the shoreline. The embayment exhibits a wide array of coastal flora and fauna that can serve the educational interests of the general public. Placing the resources on display will help the public realize the value and hopefully will result in more conservation-minded attitudes. When the project is complete it will include a two-story education pavilion that will support educational programs covering coastal resources. Attraction facilities include parking, restrooms, and a playground area.
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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER APPROVING PETITION TO INCREASE THE 2002 REAL PROPERTY ROLL
FOR PARCEL 0710M-01-013.000

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the
Board does HEREBY APPROVE petition to Increase the 2002 Real Property Roll for Parcel
0710M-01-013.000.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
Supervisor WILLIAM W. MARTIN moved adoption of the following:

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

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of and does HEREBY APPROVE petitions for changes to the 2002 Real and Personal Property Roll as recommended by the Tax Assessor, same being as follows:
Property Type: R-1

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<th>Parcel Number</th>
<th>Owner Name</th>
<th>Assessed Value</th>
<th>Change</th>
<th>Remarks</th>
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<tr>
<td>00129-01-018-000</td>
<td>HUGHES, PHILLIS &amp; TUGGLE</td>
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- BDS Approval
- Valued At
- Total Change
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**Note:** The table above contains property tax information for various parcels, including changes in property value and remarks about deletions and deletions in error.
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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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
Supervisor LARRY BENEFIELD moved adoption of the following:

AN ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS REJECTING THE LOW BID OF DOCKSIDE CONSTRUCTION AND ACCEPTING THE BID OF GULF COAST CONTRACTORS AS THE LOWEST AND BEST BID, IN THE AMOUNT OF $24,310.00 FOR UNDERGROUND STORAGE TANK REMOVAL AT THE OLD TURAN-FOLEY PROPERTY, AND FOR RELATED PURPOSES.

WHEREAS, the Board of Supervisors does hereby find as follows:

1. That this Board, at a meeting heretofore held on November 12, 2002, adopted an order authorizing and directing the Clerk of the Board to cause publication to be made of Advertisement for Bids for Underground Storage Tank Removal and Selected Demolition, Harrison County Justice Courts/Records Storage Building, Gulfport, Mississippi.

2. That as directed in the aforesaid Order, said advertisement for bids was published in The Sun Herald newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one year next preceding the date of said order directing publication of said advertisement for bids, and that the publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said advertisement for bids was published on November 18 and 25, 2002.

3. That publication was made once each week for two consecutive weeks, the last of which was at least seven working days prior to December 18, 2002, the day fixed for receiving said bids in the order identified in paragraph one thereof, said Proof of Publication being in the following form, words, and figures:
PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared **Markell Miles** who, being by me first duly sworn, did deposite and say that she is a clerk of the Harrison County, Mississippi, Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and that publication of the notice, a copy of which is hereto attached, has been made in said paper **once** times in the following numbers and on the following dates of such paper, viz:

Vol 119 No. 43 dated 18 day of November, 2002
Vol 119 No. 50 dated 25 day of November, 2002
Vol 120 No. 1 dated 6 day of January, 2003
Vol 120 No. 1 dated 26 day of January, 2003
Vol 120 No. 1 dated 26 day of January, 2003
Vol 120 No. 1 dated 26 day of January, 2003
Vol 120 No. 1 dated 26 day of January, 2003
Vol 120 No. 1 dated 26 day of January, 2003
Vol 120 No. 1 dated 26 day of January, 2003

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

**Markell Miles**
Clerk

Sworn to and subscribed before me this 26th day of November, 2002.

**Kavan Suck**
Notary Public

Printer's Fee ........................................... $69.52
Furnishing proof of publication .................... $3.00

**TOTAL** ........................................... $72.52

My Commission Expires October 15, 2002

---

4. That on December 2, 2002 this Board entered an order designating its representatives to receive said bids on December 18, 2002.

5. That bids were received at the time and place and in the manner provided in said Advertisement for Bids. The following bids were received:
Commission 2138.1

BID TABULATION

Underground Storage Tank Removal & Selected Demolition
Harrison County Board of Supervisors
Harrison County, MS

Bid Opening: December 18, 2002
Time: 10:30 a.m.
Location: 1801 23rd Avenue
Gulfport, MS

<table>
<thead>
<tr>
<th>Bidders Name</th>
<th>Addenda’s</th>
<th>Cert. of Resp. No.</th>
<th>Bid Bond</th>
<th>Bid Item No. 1</th>
<th>Bid Item No. 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. George P. Hopkins</td>
<td>(X) Addn 1 (☐) Addn 2</td>
<td>530</td>
<td>Fid &amp; Dep MD 51%</td>
<td>$32,200</td>
<td>Calendar Days 90</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$125 / cu YD</td>
</tr>
<tr>
<td>2. J.O. Collins</td>
<td>(☐) Addn 1 (☐) Addn 2</td>
<td>NO BID</td>
<td>NA</td>
<td>$</td>
<td>NA</td>
</tr>
<tr>
<td>Biloxi, MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>3. Gulf Coast Contractors</td>
<td>(☐) Addn 1 (☐) Addn 2</td>
<td>05862</td>
<td>St. Paul 59%</td>
<td>$24,310</td>
<td>Calendar Days 21</td>
</tr>
<tr>
<td>d'Iberville, MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$145 / cu YD</td>
</tr>
<tr>
<td>4. KEL Construction</td>
<td>(☐) Addn 1 (☐) Addn 2</td>
<td>NO BID</td>
<td>NA</td>
<td>$</td>
<td>NA</td>
</tr>
<tr>
<td>Gulfport, MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>5. JCC Environmental</td>
<td>(☐) Addn 1 (☐) Addn 2</td>
<td>NO BID</td>
<td>NA</td>
<td>$</td>
<td>NA</td>
</tr>
<tr>
<td>Nicholson, MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
### BID TABULATION

Underground Storage Tank Removal & Selected Demolition  
Harrison County Board of Supervisors  
Harrison County, MS

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<tr>
<th>Bidders Name</th>
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<th>Cert. of Resp. No</th>
<th>Bid Bond 5%</th>
<th>Bid Item No. 1</th>
<th>Bid Item No. 2</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Floore Industrial</td>
<td>( ) Addn 1 ( ) Addn 2</td>
<td>NO BID</td>
<td>NA</td>
<td>$ Calendar Days</td>
<td>$ NA</td>
<td>$ NA</td>
</tr>
<tr>
<td>Moss Point, MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Samuel B. Day Construction</td>
<td>(x) Addn 1 (x) Addn 2</td>
<td>09-35</td>
<td>CHICAGO CAS. 15%</td>
<td>$ 42,000 Calendar Days</td>
<td>$ 146.50/Cu. Yd.</td>
<td></td>
</tr>
<tr>
<td>Gulfport, MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Dixi Island Ent. Inc.</td>
<td>( ) Addn 1 ( ) Addn 2</td>
<td>NO BID</td>
<td>NA</td>
<td>$ Calendar Days</td>
<td>$ NA</td>
<td>$ NA</td>
</tr>
<tr>
<td>Gulfport, MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Dockside Construction</td>
<td>(x) Addn 1 (x) Addn 2</td>
<td>NO BID</td>
<td>NA</td>
<td>$ Calendar Days</td>
<td>$ 22,050 Calendar Days</td>
<td>$ 85.68/Cu. Yd.</td>
</tr>
<tr>
<td>Mobile, AL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. C &amp; F Construction</td>
<td>( ) Addn 1 ( ) Addn 2</td>
<td>NO BID</td>
<td>NA</td>
<td>$ Calendar Days</td>
<td>$ NA</td>
<td>$ NA</td>
</tr>
<tr>
<td>Meridian, MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
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<th>Bid Item No. 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>11. TALLEY CONTRACTING</td>
<td>(x) Addn 1</td>
<td>CYCHE</td>
<td>ST. PAUL 5%</td>
<td>ST. PAUL 41,500 Calendar Days</td>
<td>ST. PAUL 50 / 60 YD</td>
</tr>
<tr>
<td>PASCAPULIA</td>
<td>(x) Addn 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>( ) Addn 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>( ) Addn 2</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>13.</td>
<td>( ) Addn 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>( ) Addn 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>( ) Addn 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>( ) Addn 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>( ) Addn 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>( ) Addn 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BID FORM

DATE: December 18, 2002

Hamson County Board of Supervisors
P.O. Drawer CC
Gulfport, MS 39502

Ref: Commission 2138.1
Underground Storage Tank Removal
and Selected Demolition
Hamson County Justice Courts/Records Storage Building
Gulfport, MS

Gentlemen:

I (We) have received the above referenced Contract Documents. I (We) also acknowledge receipt of the following
Accord, Nos. 12 and have included their provisions in my (our) bid. I (We) have examined both the documents
and the site.

In submitting this bid I (We) agree:

1. To hold my (our) bid open for a period of 30 days after opening of bids.
2. To enter into and execute a Contract, if awarded on the basis of this bid, and to furnish a Performance
   and a Labor and Material Bond within 14 days of Owner's notice of intent to enter into a contract.
3. To commence work within 10 days of a "Notice to Proceed" from the Owner.
4. To accomplish the work in accordance with the Contract Documents.

I (We) will furnish plant, labor and materials, and perform all work indicated in the plans and specifications describing
work for the Bid Items listed below within the time period indicated below.

BID ITEM 1

I (We) will perform all work indicated on the Drawings and in the Specifications for Underground Storage Tank
Removal and Selected Demolition for the lump sum Base Bid of:

\[
\text{Thirty Two Thousand Two Hundred and Ninety Dollars ($32,690.00)}
\]

I (We) will substantially complete all work embodied in Bid Item 1 of the Contract within 90 calendar days after
the date specified to commence work contained in the written notice to proceed.

BID ITEM 2 - UNIT COST

I (We) will perform all work indicated on the Drawings and in the Specifications for Replacement of
Contaminated Soil for Tank removal for the lump sum Base Bid of:

\[
\text{One Hundred Twenty Five and No/100 Dollars ($125.00)}
\]

I (We) will substantially complete all work embodied in Bid Item 2 of the Contract within 90 calendar days after
the date specified to commence work contained in the written notice to proceed.
I (We) certify that I (we) hold Contractor's Certificate of Responsibility No. 530.

Firm: George P. Hopkins, Inc.
Signature: George P. Hopkins Jr.
State of Mississippi
Typed Name: George P. Hopkins Jr.
President
Address: 520 34th Street, Gulfport, MS 33502

NOTE: If Bidder is a Corporation, write State of Incorporation under signature. If a partnership, give full names of all partners.
Harrison County Board of Supervisors  
P.O. Drawer CC  
Gulfport, MS 39502

Ref: Commission 2138.1  
Underground Storage Tank Removal  
and Selected Demolition  
Harrison County Justice Courts/Records Storage Building  
Gulfport, MS

Gentlemen:

I (We) have received the above referenced Contract Documents. I (We) also acknowledge receipt of the following Addenda, Nos. 1, 2, and have included their provisions in my (our) bid. I (We) have examined both the documents and the site.

In submitting this bid I (We) agree:

1. To hold my (our) bid open for a period of 30 days after opening of bids.
2. To enter into and execute a Contract, if awarded on the basis of this bid and to furnish a Performance and labor and Material Bond within 14 days of Owner's notice of intent to enter into a contract.
3. To commence work within 10 days of a "Notice to Proceed" from the Owner.
4. To accomplish the work in accordance with the Contract Documents.

I (We) will furnish plant, labor and materials, and perform all work indicated in the plans and specifications describing work for the Bid Items listed below within the time period indicated below.

BID ITEM 1

I (We) will perform all work indicated on the Drawings and in the Specifications for Underground Storage Tank Removal and Selected Demolition for the lump sum Base Bid of:  

Four thousand five hundred dollars ($ 41,500.00 ).

BID ITEM 2 - UNIT COST

I (We) will perform all work indicated on the Drawings and in the Specifications for Removal and Replacement of contaminated soil for tank removal for the lump sum Base Bid of:  

Fifty ____________ dollars ($ 50.00 ). (per cubic yard

ADD/Deduct).

I (We) certify that I (we) hold Contractor's Certificate of Responsibility No. _07540_.

Firm Talley Contracting, Inc.,  
Signature Cindy Talley,  
Typed Name Cindy Talley,  
Address 1711 Prospect Ave., Pass Christian, MS

NOTE: If Bidder is a Corporation, write State of Incorporation under signature. If a partnership, give full names of all partners.
Harrison County Board of Supervisors
P.O. Drawer CC
Gulfport, MS 39502

Ref: Commission 21381
Underground Storage Tank Removal
and Selected Demolition
Harrison County Justice Courts/Records Storage Building
Gulfport, MS

Gentlemen

I (We) have received the above referenced Contract Documents. I (We) also acknowledge receipt of the following
Addenda, Nos. 1 and have included their provisions in my (our) bid. I (We) have examined both the documents
and the site.

In submitting this bid I (We) agree:

1. To hold my (our) bid open for a period of 30 days after opening of bids.
2. To enter into and execute a Contract, if awarded on the basis of this bid and to furnish a Performance
   and labor and Material Bond within 14 days of Owner's notice of intent to enter into a contract.
3. To commence work within 10 days of a "Notice to Proceed" from the Owner.
4. To accomplish the work in accordance with the Contract Documents.

I (We) will furnish plant, labor and materials, and perform all work indicated in the plans and specifications describing
work for the Bid items listed below within the time period indicated below

BID ITEM 1

I (We) will perform all work indicated on the Drawings and in the Specifications for Underground Storage Tank
Removal and Selected Demolition for the lump sum Base Bid of:

\[\text{Twenty Four Thousand Three Hundred Ten Dollars ($24,310)}\]

I (We) will substantially complete all work embodied in Bid Item 1 of the Contract within 61 calendar days after
the date specified to commence work contained in the written notice to proceed.

BID ITEM 2 – UNIT COST

I (We) will perform all work indicated on the Drawings and in the Specifications for Removal and Replacement of
contaminated soil for tank removal for the lump sum Base Bid of:

\[\text{One Hundred Forty Five Dollars ($145.00)}\] (per cubic yard)

I (We) will substantially complete all work embodied in Bid Item 2 of the Contract within 21 calendar days after
the date specified to commence work contained in the written notice to proceed.
I (We) certify that I (we) hold Contractor's Certificate of Responsibility No. 05862.

Firm: Gulf Coast Contractors, Inc.
Signature: [Signature]
Typed Name: John W. Jones
Address: P.O. Box 16237, D'Iberville, MS 37540

NOTE: If Bidder is a Corporation, write State of Incorporation under signature. If a partnership, give full names of all partners.
Harrison County Board of Supervisors
P.O. Drawer CC
Gulfport, MS 39502

Ref: Commission 2138.1
Underground Storage Tank Removal
and Selected Demolition
Harrison County Justice Courts/Records Storage Building
Gulfport, MS

Gentlemen,

I (We) have received the above referenced Contract Documents. I (We) also acknowledge receipt of the following
Addenda Nos. 1 and 2 and have included their provisions in my (our) bid. I (We) have examined both the documents
and the site.

In submitting this bid I (We) agree:

1. To hold my (our) bid open for a period of 30 days after opening of bids
2. To enter into and execute a Contract, if awarded on the basis of this bid and to furnish a Performance
   and Labor and Material Bond within 14 days of Owner's notice of intent to enter into a contract
3. To commence work within 10 days of a "Notice to Proceed" from the Owner
4. To accomplish the work in accordance with the Contract Documents.

I (We) will furnish plant, labor and materials, and perform all work indicated in the plans and specifications describing
work for the Bid Items listed below within the time period indicated below.

BID ITEM 1

I (We) will perform all work indicated on the Drawings and in the Specifications for Underground Storage Tank
Removal and Selected Demolition for the lump sum Base Bid of:

Fifty-two Thousand One Hundred Fifty Dollars ($52,150.00)

I (We) will substantially complete all work embodied in Bid Item 1 of the Contract within 30 calendar days after
the date specified to commence work contained in the written notice to proceed.

BID ITEM 2 – UNIT COST

I (We) will perform all work indicated on the Drawings and in the Specifications for Removal and Replacement of
contaminated soil for tank removal for the lump sum Base Bid of:

One Hundred Forty-five Dollars ($145.50) (per cubic yard
ADD/Deduct)

I (We) will substantially complete all work embodied in Bid Item 2 of the Contract within 60 calendar days after
the date specified to commence work contained in the written notice to proceed.
I (We) certify that I (we) hold Contractor's Certificate of Responsibility No. 09315.

Firm: Samuel B. Loy Construction, Inc.

Signature: [Signature]

Typed Name: Samuel B. Loy - President

Address: 13296 S. Swan Rd., Gulfport, MS 39503

NOTE: If Bidder is a Corporation, write State of Incorporation under signature. If a partnership, give full names of all partners.
Harrison County Board of Supervisors  
P.O. Drawer CC  
Gulfport, MS 39502

Ref Commission 2130 1  
Underground Storage Tank Removal  
and Selected Demolition  
Harrison County Justice Courts/Records Storage Building  
Gulfport, MS

Gentlemen

I (We) have received the above referenced Contract Documents. I (We) also acknowledge receipt of the following Addenda, Nos. 1 and 2, and have included their provisions in my (our) bid. I (We) have examined both the documents and the site.

In submitting this bid I (We) agree:
1. To hold my (our) bid open for a period of 30 days after opening of bids.
2. To enter into and execute a Contract, if awarded on the basis of this bid and to furnish a Performance and Labor and Material Bond within 14 days of Owner's notice of intent to enter into a contract.
3. To commence work within 10 days of a "Notice to Proceed" from the Owner.
4. To accomplish the work in accordance with the Contract Documents.

I (We) will furnish plant, labor and materials, and perform all work indicated in the plans and specifications describing work for the Bid Items listed below within the time period indicated below.

**BID ITEM 1**

I (We) will perform all work indicated on the Drawings and in the Specifications for **Underground Storage Tank Removal and Selected Demolition** for the lump sum Base Bid of:


Twenty-two Thousand, Fifty and 00/100 Dollars ($22,050.00)

I (We) will substantially complete all work embodied in Bid Item 1 of the Contract within 20 calendar days after the date specified to commence work contained in the written notice to proceed.

**BID ITEM 2 - UNIT COST**

I (We) will perform all work indicated on the Drawings and in the Specifications for **Removal and Replacement of Contaminated Soil for Tank Removal** for the lump sum Base Bid of:

Fifty-five and 68/100 Dollars ($55.68) (per cubic yard)

ADD/Deduct:

I (We) will substantially complete all work embodied in Bid Item 2 of the Contract within 30 calendar days after the date specified to commence work contained in the written notice to proceed.
I (We) certify that I (we) hold Contractor's Certificate of Responsibility No ________

Firm: Dockside Construction

Signature: Robert Cridde

Typed Name: Robert Cridde

Address: 6320A Dauphin Island Parkway
Mobile, AL 36605

NOTE: If Bidder is a Corporation, write State of Incorporation under signature. If a partnership, give full names of all partners.
6. That whereas Dockside Construction submitted the lowest bid, upon review of the bid proposals the Board determined that: (1) Dockside Construction is an out-of-state company and that a "ten percent (10%)" preference should be given to Mississippi companies in that Alabama imposes such a preference; (2) that the bid of Gulf Coast Contractors, in the amount of $24,310.00 is slightly in excess of the bid of Dockside Construction, the Board finds that it is the best bid and most nearly meets the bid criteria.

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

SECTION I. Upon the adoption of this Order, the Harrison County Board of Supervisors does hereby find, determine and adjudicate that the bid of Gulf Coast Contractors in the amount of $24,310.00, while not the lowest bid was the best bid received for the removal of underground storage tanks located at the old Turan-Foley Cadillac Dealership.

SECTION II. That the ten percent (10%) preference should be given to Gulf Coast Contractors in that it is a Mississippi company and Dockside Construction, the lowest bidder, is an out-of-state company.

IT IS FURTHER ORDERED that the Board president is HEREBY AUTHORIZED to execute the contract for said project, which is as follows:
AGREEMENT

made as of the Tenth (10th) day of January in the year of Two-Thousand Three (2003)

BETWEEN the Owner: Harrison County Board of Supervisors
P.O. Drawer CC
Gulfport, MS 39502

and the Contractor: Gulf Coast Contractors Inc.
P.O. Box 6937
d'Iberville, MS 30540

The Project is: Commission 2138.1
Underground Storage Tank Removal & Selected Demolition
Harrison County Justice Courts/Records Storage
Harrison County, MS

The Architect is: Shaw Design Group, P.A.
2703 13th Street
Gulfport, MS 39501

The Owner and Contractor agree as set forth below.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement; these form the Contract, and are fully a part of the Contract as if attached to this Agreement or reprinted herein. The Contract represents the entire and unambiguous agreement between the parties herein and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents other than Modifications appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Commission 2138.1
Underground Storage Tank Removal & Selected Demolition
Harrison County Justice Courts/Record Storage
Harrison County Board of Supervisors
Harrison County, MS

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing at least five days before commencing the Work to permit the timely filing of mortgages, mechanics' liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Inset the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work if not stated elsewhere in the Contract Documents.)

Twenty one (21) Calendar Days

...subject to adjustments of the Contract Time as provided in the Contract Documents.

N/A

AIA DOCUMENT A101 • OWNER-CONTRACTOR AGREEMENT • TWELFTH EDITION • AIA • @1987
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ARTICLE 4

CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Twenty-Four Thousand - Three Hundred Ten dollars & 00/00 cents ($24,310.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the followingalternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

(Describe the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

4.3 Unit prices, if any, are as follows.

Bid Item 2 - Unit Cost

Remove and replacement of contaminated soil for tank removal $145.00 per cubic yard.
ARTICLE 5
PROGRESS PAYMENTS

5.1 Upon applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.3 Provided an Application for Payment is received by the Architect not later than the Twenty-fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the Twenty-fifth (25th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than the Thirty-first (30th) day after the application received.

5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various parts of the Work and be prepared in such form and supported by such data as to substantiate its accuracy as the Architect may require. This schedule unless substantiated by the Architect shall be used as a basis for reviewing the Contractor's Application for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocable to that portion of the Work in the schedule of values, less retention of TEN percent (10%) pending final determination of costs to the Owner of changes in the Work, amounts not in dispute may be included as provided in subparagraph 7.5 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and installed and not yet stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, reasonably stored off site at locations agreed upon in writing, less retention of TEN percent (10%)).

5.6.3 Subtract the aggregate of previous payments made by the Owner, and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.1 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to One hundred percent (100%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims, and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts provable in accordance with Subparagraph 9.1 of the General Conditions.

5.8 Reduction or limitation of retention, if any, shall be as follows:

If 15 or 16 percent prior to Substantial Completion of the entire Work to reduce or limit the percentage resulting from the percentages provided in subparagraphs 5.6.1 through 5.6.4 above, and this or any other explanation here in the Contract Documents, exceed 15 percent of Subparagraph 9.1 of the General Conditions.

N/A
ARTICLE 5
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming work as provided in subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

None

(Federal laws and regulations under the Federal Truth in Lending Act, consumer credit laws and other regulations affecting the Owner and Contractor's principal places of business, the location of the Project and elsewhere may affect the applicability of this provision. Legal notice shall be obtained with respect to deletions or modifications and also requiring requirements such as written notices or waivers.)

7.3 Other provisions:

None

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 11 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 11 of the General Conditions.
ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:


9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated October 31, 2002, and are as follows:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commission 2138.1</td>
<td>Undergaround Storage Tank Removal &amp; Selected Demolition</td>
<td>Harrison County Justice Courts/Record Storage</td>
</tr>
</tbody>
</table>
9.1.5 The Drawings are as follows, and are dated November 6, 2002 unless a different date is shown below:

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1.0</td>
<td>Site Plan &amp; Scope of Work</td>
<td>November 6, 2002</td>
</tr>
</tbody>
</table>

9.1.6 The Addenda, if any, are as follows:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>December 6, 2002</td>
<td>1 Page &amp; 1 Attachment</td>
</tr>
<tr>
<td>2</td>
<td>December 12, 2002</td>
<td>1 Page &amp; 1 Attachment</td>
</tr>
</tbody>
</table>

Addenda and/or documents related to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.
9.1.7 Other documents, if any, forming part of the Contact Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that building requirements such as specifications or instructions to the Architect, or to the Contractor, which are not part of the Contract Documents unless enumerated in this agreement, should be listed here only if intended to be part of the Contact Documents.)

N/A

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER: Harrison County Board of Supervisors

(Signature)

(Printed name and title)

CENTRATOR: Gulf Coast Contractors, Inc.

(Signature)

Johnny Jones

(Printed name and title)

AIA 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.

AIA DOCUMENT A101 • OWNER-CONTRACTOR AGREEMENT • TWELFTH EDITION • 1993 • (1987)
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.
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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor LARRY BENEFIELD moved adoption of the following:

ORDER ACCEPTING THE LOW BID OF DNP CONSTRUCTION IN THE AMOUNT
OF $138,400.00 FOR THE FIRE ALARM SYSTEMS AT THE GULFPORT AND
BILOXI COURTHOUSES, AS RECOMMENDED BY KELEAL HASSIN, PROJECT
ARCHITECT

WHEREAS, the Board of Supervisors does hereby find as follows:

1. That this Board, at a meeting heretofore held on the 12th day of November 2002,
   adopted an Order authorizing and directing the Clerk of the Board to cause publication to
   be made of Advertisement for Bids for the fire alarm systems, Harrison County Courthouses,
   Harrison County, Mississippi.

2. That as directed in the aforesaid Order, said Advertisement for Bids was published
   in The Sun Herald newspaper, a newspaper published and having a general circulation in
   Harrison County, Mississippi for more than one year next immediately preceding the date of
   said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of
   Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board,
   and shows that said Advertisement for Bids was published on December 14 and 21, 2002.

3. That publication of said Advertisement for Bids has been made once each week
   for two consecutive weeks, the last of which was at least seven working days prior to
   January 9, 2003, the day fixed for receiving said bids in the Order identified in paragraph
   one thereof, said Proof of Publication being in the following form, words, and figures, to-
   wit:
STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned, Notary Public of Harrison County, Mississippi, personally appeared Marshall Miles, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and that publication of the notice, a copy of which is hereto attached, has been made in said paper, 2 times in the following numbers and on the following dates of such paper, viz:

Vol. 119  No. 69  dated 14 day of December, 2002
Vol. 119  No. 70  dated 15 day of December, 2002
Vol. 119  No. 71  dated 16 day of December, 2002


Printer's Fee: $19.46  
Furnishing proof of publication: $3.00  
TOTAL: $22.46

4. That on December 16, 2002 this Board designated its representative to receive said bids on January 9, 2003.

5. That bids were received at the time and place and in the manner provided in said Advertisement for Bids. The following bids were received:
## Bid Tabulation

**Project:** Fire Alarm Systems, Harrison County Courthouses, Gulfport & Biloxi

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Cert of Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>DNP Construction</td>
<td>136,400.00</td>
<td>038-26</td>
</tr>
<tr>
<td>EDADS Systems, Inc.</td>
<td>141,467.00</td>
<td>018-24</td>
</tr>
<tr>
<td>B.E.C. (Edwards)</td>
<td>143,000.00</td>
<td>014-757</td>
</tr>
<tr>
<td>ALL South Electric</td>
<td>199,400.00</td>
<td>075-25</td>
</tr>
<tr>
<td>All Safe Tech.</td>
<td>160,444.00</td>
<td></td>
</tr>
</tbody>
</table>

**Certification:**

The Undersigned hereby certifies that the above is a true and complete record of the bids submitted on this project.

**Signature:**

[Signature]

**Date:** 1/9/03
SECTION 00410

BID FORM

THE PROJECT AND THE PARTIES

TO:

Harrison County Board of Supervisors
P.O. Drawer CC
Gulfport, MS 39502

FOR:

Fire Alarm Systems: Harrison County Courthouses

DATE: 1-9-03

SUBMITTED BY:

Bidder's Full Name  All South Electric, Inc.

Address  P.O. Box 598 / 21042 Daugherty Road

City, State, Zip  Long Beach, Ms. 39560

OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architect Keleal S. Hassin, Jr. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

one hundred, eighty-two thousand dollars

dollars ($ 182,000.00 ), in lawful money of the United States of America.

We have included the security Bid Bond as required by the Instruction to Bidders.

All applicable federal taxes are included and State of Mississippi taxes are included in the Bid Sum.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

Execute the Agreement within fifteen days of receipt of acceptance of this bid

Furnish the required bonds within fifteen days of receipt of acceptance of this bid

Commence work within seven days after written Notice to Proceed of this bid.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the
security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

If this Bid is accepted, we will:

Complete the Work in 120 calendar days from Notice to Proceed.

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated
Addendum # _____ Dated
Addendum # _____ Dated

BID FORM SUPPLEMENTS

We agree to submit the following Supplements to Bid Forms within 48 hours after submission of this bid for additional bid information:

Document 00431 - Supplement A - Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.

BID FORM SIGNATURE(S)

All South Electric, Inc.

(Bidder - print the full name of your firm)

By: ____________________________

(Authorized signing officer, Title) Edward O. Reid - President

(If Bidder is a Corporation, place seal here.)

Certificate Of Responsibility Number: #06757

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM
SECTION 00410

BID FORM

THE PROJECT AND THE PARTIES

TO:

Harrison County Board of Supervisors

P. O. Drawer CC

Gulfport, MS 39502

FOR:

Fire Alarm Systems: Harrison County Courthouses

DATE: 1-9-03

SUBMITTED BY:

Bidder's Full Name: D. N. P., Inc.

Address: 688 KENNEDY LANE

City, State, Zip: D'IbOXI MS 39532-4522

OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architect Keleal S. Hassin, Jr. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

One Hundred Thirty-eight Thousand Four Hundred 00/100 dollars ($138,400.00), in lawful money of the United States of America.

We have included the security Bid Bond as required by the Instruction to Bidders.

All applicable federal taxes are included and State of Mississippi taxes are included in the Bid Sum.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

Execute the Agreement within fifteen days of receipt of acceptance of this bid.

Furnish the required bonds within fifteen days of receipt of acceptance of this bid.

Commence work within seven days after written Notice to Proceed of this bid.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the
security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders: unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

If this Bid is accepted, we will:

Complete the Work in 120 calendar days from Notice to Proceed.

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum:

Addendum # Dated
Addendum # Dated
Addendum # Dated

BID FORM SUPPLEMENTS

We agree to submit the following Supplements to Bid Forms within 48 hours after submission of this bid for additional bid information:

Document 00431 - Supplement A - Subcontractors: include the names of all Subcontractors and the portions of the Work they will perform.

BID FORM SIGNATURE(S)

D.N.P., INC.

(Bidder - print the full name of your firm)

By Louise Sanchez Nolte

(State of Incorporation: Mississippi)

(PRESIDENT)

(If Bidder is a Corporation, place seal here.)

Certificate Of Responsibility Number: 07575

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

SECTION 00410

BID FORM
THE PROJECT AND THE PARTIES
TO:
Harrison County Board of Supervisors
P. O. Drawer CC
Gulfport, MS 39502

FOR:
Fire Alarm Systems: Harrison County Courthouses

DATE: January 9, 2003

SUBMITTED BY:
Bidder's Full Name: Doleac Electric Co., Inc.
Address: 12503 Dedeaux Road

City, State, Zip: Gulfport, MS 39503

OFFER
Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architect Kealeal S. Hassin, Jr. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of

One Hundred Seventy Nine Thousand, Nine Hundred Dollars

& 00/100---------------------------------------------------------------

dollars ($ 179,900.00 _________), in lawful money of the United States of America.

We have included the security Bid Bond as required by the Instruction to Bidders

All applicable federal taxes are included and State of Mississippi taxes are included in the Bid Sum.

ACCEPTANCE
This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

Execute the Agreement within fifteen days of receipt of acceptance of this bid.
Furnish the required bonds within fifteen days of receipt of acceptance of this bid.
Commence work within seven days after written Notice to Proceed of this bid.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure; limited in amount to the lesser of the face value of the
security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME
If this Bid is accepted, we will:
Complete the Work in 120 calendar days from Notice to Proceed.

ADDENDA
The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum:
- Addendum # __________ Dated __________
- Addendum # __________ Dated __________
- Addendum # __________ Dated __________

BID FORM SUPPLEMENTS
We agree to submit the following Supplements to Bid Forms within 48 hours after submission of this bid for additional bid information:

Document 00431 - Supplement A - Subcontractors. Include the names of all Subcontractors and the portions of the Work they will perform.

BID FORM SIGNATURE(S)

Doleac Electric Co., Inc.
(Bidder - print the full name of your firm)

By: ________________
John L. Doleac, Vice President
(Authorized signing officer, Title)

If Bidder is a Corporation, place seal here.

Certificate Of Responsibility Number 03826

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM
SECTION 00410

BID FORM

THE PROJECT AND THE PARTIES

TO:

Harrison County Board of Supervisors
P.O. Drawer CC
Gulfport, MS 39502

FOR:

Fire Alarm Systems: Harrison County Courthouses

DATE: JANUARY 9, 2003

SUBMITTED BY:

Bidder's Full Name ____________________________

Address: 14231 Seaway Road, Bldg A, Suite 2
City, State, Zip: Gulfport, MS 39503

OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architect Keleal S. Hassin, Jr. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

One hundred and forty-one thousand and four hundred and eighty-seven dollars and no cents ($141,487.00), in lawful money of the United States of America.

We have Included the security Bid Bond as required by the Instruction to Bidders.

All applicable federal taxes are included and State of Mississippi taxes are included in the Bid Sum.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within fifteen days of receipt of acceptance of this bid.
2. Furnish the required bonds within fifteen days of receipt of acceptance of this bid.
3. Commence work within seven days after written Notice to Proceed of this bid.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the
security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**CONTRACT TIME**

If this Bid is accepted, we will:

Complete the Work in 120 calendar days from Notice to Proceed.

**ADDENDA**

The following Addenda have been received: The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

- Addendum # N/A Dated ________
- Addendum # N/A Dated ________
- Addendum # N/A Dated ________

**BID FORM SUPPLEMENTS**

We agree to submit the following Supplements to Bid Forms within 48 hours after submission of this bid for additional bid information:

- Document 00431 - Supplement A - Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.

**BID FORM SIGNATURE(S)**

E.E.C., A Division of W. G. Yates & Sons Construction Company

(Bidder - print the full name of your firm)

By [Signature]

(Authorized signing officer, Title)

(If Bidder is a Corporation, place seal here)

Certificate Of Responsibility Number: Mississippi 01824

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

**END OF BID FORM**
PARTICULARS

Herewith is the list of Subcontractors referenced in the bid submitted by:

(Bidder) E.E.C.

To Owner

Dated January 9, 2003 and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

<table>
<thead>
<tr>
<th>WORK SUBJECT</th>
<th>SUBCONTRACTOR NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raceway</td>
<td>Edwards Electric</td>
</tr>
</tbody>
</table>
5. The Board does hereby find that the bid of DNP Construction in the amount of ONE HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($138,400.00) is the lowest bid meeting specifications and, therefore, the best received for the fire alarm systems at the Gulfport and Biloxi Courthouses, as recommended by Keleal Hassin, Project Architect, and that said bid is reasonable and fair and should be accepted. It is, therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the bid of DNP Construction be, and the same is HEREBY ACCEPTED for the fire alarm systems at the Gulfport and Biloxi Courthouses, at and for a consideration of ONE HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($138,400.00), and the Board does HEREBY AUTHORIZE the Board President to execute the following contract for said project:
AIA DOCUMENT A101-1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the 13th day of January in the year 2003, (In words, indicate day, month and year)

BETWEEN the Owner: BOARD OF SUPERVISORS
                        HARRISON COUNTY, MS
                        P.O. DRAWER CC
                        GULFPORT, MS 39502

and the Contractor: D.N.P., INC.
                        680 KENNEDY LANE
                        BILOXI, MS 39532-4522

The Project is: FIRE ALARM SYSTEMS, HARRISON COUNTY COURTHOUSES, BILOXI AND GULFPORT, MS

The Architect is: KELEAL S. HASSIN, JR
                        1822 15TH STREET
                        GULFPORT, MS 39501

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, and Modifications issued after execution of this Agreement, these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents an entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated elsewhere in the Contract Documents.

Commencement date to be fixed in Notice to Proceed

If prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred-Two (120) Calendar days from the date of commencement, or as follows:

Substantial Completion, unless stated elsewhere in the Contract Documents, shall mean the completion of all portions of the Work.

subject to adjustments of this Contract Time as provided in the Contract Documents.

WARNING: Unauthorized photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.
ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Hundred Thirty-eight Thousand, Four Hundred and no/100 Dollars ($138,400)**, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

4.3 Unit prices, if any, are as follows:

N/A

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: 26th day of the month

5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-eighth day of a month, the Owner shall make payment to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fifteen days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
5.5. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the total of the Contract Sum allocated to that portion of the Work in the schedule of values less retention of 5% (1 D. V). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 3.5.8 of AIA Document A201-99.
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction so much thereof as has not been delivered and stored off the site at a location specified in writing, less retention of 5% (1 D. V).
3. Subtract the aggregate of previous payments made by the Owner, and
4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-99.

5.7. The progress payment amount determined in accordance with Subparagraph 5.6 shall be further modified under the following circumstances:

1. Add upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims, and (Subparagraph 6.8.5 of AIA Document A201-99) require release of applicable retainage upon Substantial Completion of Work with consent of Owner if any.
2. Add if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.1 of AIA Document A201-99.

5.8. Reduction or limitation of retainage, if any, shall be as follows:

1. Reduce or limit the retainage resulting from the percentage inserted in Clauses 3.5.6.1 and 3.5.6.2 above, and this is not explained elsewhere in the Contract Documents, except that provisions for such reduction or limitation.

5.9. Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

1. the Contractor has fully performed the Contract except for the Contractor's responsibilities to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-99, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.
5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION
6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A101-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A101-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS
7.1 Where reference is made in this Agreement to a provision of AIA Document A101-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or the absence thereof, at the legal rate prevailing at the place where the Project is located.

7.3 The Owner's representative is:

Pam Ulrich, Administrator
Board of Supervisors, Harrison County, MS
Phone: 228-865-4070 Fax: 865-4162

7.4 The Contractor's representative is:

Jeff McCormack
D.N.P., Inc.
690 Kennedy Lane
Biloxi, MS 39532 Phone: 228-396-1640

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:
ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows: PROJECT MANUAL, DRAWINGS, GENERAL CONDITIONS, AGREEMENT.


8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated November 2002, and are as follows:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>00800</td>
<td>Supplementary Conditions</td>
<td>00800-1 thru 00800-12</td>
</tr>
</tbody>
</table>

8.1.4 The Specifications are those contained in the Project Manual as of the Subparagraph 8.1.3 and are as follows: November 2002

(Refer to the Specifications here or refer to an exhibit attached to the Agreement.)

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SEE EXHIBIT &quot;A&quot; ATTACHED TO THIS DOCUMENT</td>
</tr>
</tbody>
</table>

8.1.5 The Drawings are as follows, and are dated November 2002 unless otherwise specified:

(Refer to the Drawings here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>E1</td>
<td>First Floor Plan Biloxi - Overall Legend</td>
<td>11/02</td>
</tr>
<tr>
<td>E2</td>
<td>Second Floor Plan Biloxi 11/02</td>
<td></td>
</tr>
<tr>
<td>E3</td>
<td>Fire Alarm Riser, Biloxi 11/02</td>
<td></td>
</tr>
<tr>
<td>E4</td>
<td>Demolition Plans, 11/02</td>
<td></td>
</tr>
<tr>
<td>E5</td>
<td>Gulfport</td>
<td></td>
</tr>
<tr>
<td>E5</td>
<td>1st Floor Fire Alarm Plan, Gulfport 11/02</td>
<td></td>
</tr>
<tr>
<td>E6</td>
<td>2nd Floor Plan, Gulfport 11/02</td>
<td></td>
</tr>
<tr>
<td>E7</td>
<td>Alarm Riser Diagram 11/02</td>
<td></td>
</tr>
</tbody>
</table>

WARNING: Undesired photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.
PORTIONS OF ADDENDA RELATING TO BIDDING REQUIREMENTS ARE NOT PART OF THE CONTRACT DOCUMENTS UNLESS THE BIDDING REQUIREMENTS ARE ALSO ENUMERATED IN THIS ARTICLE 8.

8.1.7 OTHER DOCUMENTS, IF ANY, FORMING PART OF THE CONTRACT DOCUMENTS ARE AS FOLLOWS:

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature) 
BOARD OF SUPERVISORS
HARRISON COUNTY, MS

CONTRACTOR (Signature) 
D.N.P., INC.

MARVIN LADNER, PRESIDENT

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WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.
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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
Supervisor William W. Martin moved adoption of the following:

ORDER APPROVING TRAVEL FOR DAVID LAROSA, TAX COLLECTOR TO ATTEND THE GULF COAST LEGISLATIVE RECEPTION TO BE HELD JANUARY 14, 2003 IN JACKSON, MISSISSIPPI

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE travel for David LaRosa, Tax Collector to attend the Gulf Coast Legislative reception to be held January 14, 2003 in Jackson, Mississippi, the estimated cost being $125.00.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER APPROVING PAYMENT IN THE AMOUNT OF $10,000.00 TO DENNIS STIEFFEL & ASSOCIATES, INVOICE # 751, FOR SERVICES RENDERED ON THE OLD WOOLMARKET ROAD WIDENING & IMPROVEMENT PROJECT, AS RECOMMENDED BY ED OTT, ASSISTANT ENGINEERING, PAYABLE FROM 303-705-581

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment in the amount of $10,000.00 to Dennis Stieffel & Associates, Invoice # 751, for services rendered on the Old Woolmarket Road widening & improvement project, as recommended by Ed Ott, Assistant Engineering, payable from 303-705-581.

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

Supervisor BOBBY ELEUTERIUS voted AYE
Supervisor LARRY BENEFIELD voted AYE
Supervisor MARLIN R. LADNER voted AYE
Supervisor WILLIAM W. MARTIN voted AYE
Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.
Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER APPROVING VACATING DRAINAGE EASEMENT ON LOT 8, RUSHING OAKS SUBDIVISION, AS RECOMMENDED BY DANIEL BOUDREAU, COUNTY ENGINEER

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE vacating drainage easement on Lot 8, Rushing Oaks Subdivision, as recommended by Daniel Boudreaux, County Engineer whose request is as follows:

HARRISON COUNTY
ENGINEERING DEPARTMENT
15309-C COMMUNITY ROAD • GULFPORT, MISSISSIPPI 39503
(228) 832-4891/FAX (228) 831-3356

MEMO

Date: January 8, 2003
To: Harrison County Board of Supervisors
From: Daniel R. Boudreaux, Jr., County Engineer
Re: Abandonment of Drainage Easement
Lot 8 Rushing Oaks Subdivision

A 10' easement was platted along the side property lines of Lot 8, Rushing Oaks Subdivision. An additional 0.433 acres to the south is being sold with the lot. The easement is in the middle of the new parcel and is obstructing construction of a proposed residence. The owners wish to vacate the portion of the easement along the south property line which passes through the middle of the parcel as shown on the attached survey. This easement is not needed for drainage and is of no use to the County.

I hereby recommend this portion of the drainage easement be abandoned.

Daniel R. Boudreaux, P.E.
County Engineer
LEGAL DESCRIPTION

LOT 5, RUSHING OAKS ESTATES SUBDIVISION, PHASE 1, HARRISON COUNTY, MISSISSIPPI,
AND ALSO,

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 17N, RANGE 10W, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, RUSHING OAKS ESTATES SUBDIVISION, PHASE 1, HARRISON COUNTY, MISSISSIPPI, WHICH ALONG THE EAST LINE OF SAID LOT 6, BEARING 10° 43' 55" W, THENCE ALONG THE SOUTH LINE OF SAID LOT 6 151.89', THENCE 30° 07' 31.8" E, 302.94', THENCE 39° 09' 21.5" W, 302.94', THENCE 39° 09' 21.5" W, 10.15' TO THE POINT OF BEGINNING, CONTAINING 0.43 ACRES.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY HEREIN DESCRIBED AND THAT ALL DESCRIPTIVE DATA IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

CROSBY & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYING
13061 HIGHWAY 67, SUITE A
BILoxi, MISSISSIPPI 39532
PHONE: 228-366-3112
Supervisor LARRY BENEFIELD seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted AYE
Supervisor LARRY BENEFIELD voted AYE
Supervisor MARLIN R. LADNER voted AYE
Supervisor WILLIAM W. MARTIN voted AYE
Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.
Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER DIRECTING THE COUNTY ENGINEER TO REVISE EXISTING SUBDIVISION REGULATIONS FOR ADOPTION BY THE BOARD AND TO NOTIFY THE OWNERS FILING PRELIMINARY PLATS OF THE UPCOMING CHANGES TO BE INCLUDED IN THE FINAL PLATS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY DIRECT the County Engineer to revise existing subdivision regulations for adoption by the Board and to notify the owners filing preliminary plats of the upcoming changes to be included in the final plats.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
Supervisor **LARRY BENEFIELD** moved adoption of the following:

ORDER ACCEPTING THE PRELIMINARY PLAT FOR EDGECOOD SUBDIVISION, LOCATED IN SECTIONS 28 AND 33, TOWNSHIP 5 SOUTH, RANGE 11 WEST, LOCATED IN SUPERVISOR'S VOTING DISTRICT 2, AS RECOMMENDED BY DANIEL BOUDREAUX, COUNTY ENGINEER

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT the preliminary plat for Edgewood Subdivision, located in Sections 28 and 33, Township 5 South, Range 11 West, located in Supervisor's Voting District 2, as recommended by Daniel Boudreaux, County Engineer.

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

- Supervisor BOBBY ELEUTERIUS voted AYE
- Supervisor LARRY BENEFIELD voted AYE
- Supervisor MARLIN R. LADNER voted AYE
- Supervisor WILLIAM W. MARTIN voted AYE
- Supervisor CONNIE M. ROCKCO voted AYE

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

**THIS, the 13th day of January 2003.**
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER REJECTING ALL BIDS RECEIVED JANUARY 2, 2003 FOR THE OLD WOOLMARKET ROAD WIDENING AND IMPROVEMENT PROJECT, PHASE I, AND AUTHORIZING THE CLERK OF THE BOARD TO READVERTISE FOR BIDS FOR SAID PROJECT

WHEREAS, the Board of Supervisors, at a meeting heretofore held on the 2nd day of December 2002, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Advertisement for Bids for Old Woolmarket Road Widening & Improvement Project, Phase I, Harrison County, Mississippi.

2. That as directed in the aforesaid order said Advertisement for Bids was published in The Sun Herald Newspaper, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one year next immediately preceding the date of said order directing publication of said notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Notice was published on December 7 and 14, 2002.

3. That publication of said notice has been made once each week for two consecutive weeks, the last of which was at least seven working days prior to January 7, 2003, the day fixed for receiving said bids in the order identified in paragraph one thereof, said Proof of Publication being in the following form, words, and figures, to-wit:

5. The Board does hereby find that all bids received should be rejected that the Clerk of the Board should readvertise for bids for said project.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

IT IS THEREFORE ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI that all bids received on January 2, 2003 for the Old Woolmarket Road Widening and Improvement Project, Phase I, be and the same are HEREBY REJECTED. It is further ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Clerk of the Board be, and he is HEREBY AUTHORIZED AND DIRECTED to readvertise for bids for said project.

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

- Supervisor BOBBY ELEUTERIUS voted AYE
- Supervisor LARRY BENEFIELD voted AYE
- Supervisor MARLIN R. LADNER voted AYE
- Supervisor WILLIAM W. MARTIN voted AYE
- Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

ORDINANCE NO. 0112HC202

Supervisor CONNIE M. ROCKCQ moved the adoption of the following order:

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

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located north of and adjacent to Paradise Lane and east of Eden Place should be granted a special use permit to allow a second manufactured home on the property for the express purpose of allowing a Grand Son to care for his Grandmother. The ad valorem tax parcel number of the subject property is 1307N-01-002.000. The case file number is 0112HC202.

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

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

DESCRIPTION:

F: 50 FT OF LOT 22 & LOT 23 PARADISE FARMS PHASE 1

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

See attached site location map.

SECTION 2. For good cause being shown and the interest and welfare of Harrison County, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and enrolled as provided by law.
Supervisor LARRY BENEFIELD seconded the motion to adopt the above foregoing Ordinance whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS
Supervisor LARRY BENEFIELD
Supervisor MARLIN LADNER
Supervisor WILLIAM MARTIN
Supervisor CONNIE ROCKCO

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 33rd day of January, 2003.
0112HC202
Temporary USE Permit

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

MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM
ORDINANCE NO. 0212HC243

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

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

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located north and south of Wortham Road, east of Old Hwy 49 and west of Hwy 49, should be rezoned for the purpose of developing single family housing developments. The ad valorem tax parcel numbers of the subject property are 0705-06-001.000, 0705-07-001.000 and 0705D-01-003.001. The case file number is 02121C243.

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

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

DESCRIPTION:

0705-06-001.000
225.9 AC(C) BEG AT NW COR OF NE1/4 OF SEC 6 S ALONG 1/2 SEC LINE 1061.5 FT N 69 DG E 520 FT N 82 DG E 215.8 FT S 86 DG E 187 FT TO W BANK OF LAKE SLY & ELY & NLY ALONG LAKE 503 FT M/L N 60 DG E 244.3 FT N 76 DG E 409.2 FT N 9 DG W 45 FT E 500.3 FT TO W MAR OF HWY 49 NLY ALONG HWY 408.1 FT TO N LINE OF SEC W ALONG SEC LINE TO POB; ALSO BEG AT SE COR OF SLC 6 N ALONG SEC LINE 2319.3 FT W 211.5 FT NLY 29.4 FT S 81 DGS W 60 FT N 8 DGS W 71.3 FT NLY 207.3 FT N 85 DGS W 194 FT N 8 DGS E 315.6 FT N 5 DGS W 896 FT N 84 DGS W 63.7 FT N 37 DGS E 345.9 FT TO S MAR OF ROBINWOOD DR A/K/A WORTHAM RD NWLY ALONG RD 120 FT S 37 DGS W 345.9 FT N 52 DGS W 120 FT N 37 DGS E 345.9 FT TO RD NWLY

0705-07-001.000
28.6 AC(C) BEG AT NE COR OF SEC 7 S ALONG SEC LINE 482.9 FT TO W MAR OF KELLOGG RD SLY ALONG RD 847.7 FT TO S LINE OF NE1/4 OF NE1/4 W 599 FT TO E MAR OF 1 C RAILROAD NLY ALONG RR 1475 FT M/L TO N LINE OF SEC F ALONG N LINE 1312 FT M/L TO POB BEING PART OF NE1/4 OF NE1/4 OF SEC 7-6-11
0705D-01-003.001
5.5 AC(C) COM AT NE COR OF NW1/4 OF SEC 6 S ALONG 1/2 SEC LINE 1355.3 FT TO S MAR OF W WORTHAM RD SWLY ALONG RD 269.7 FT TO CURVE & POB SLY ALONG CURVE 47.1 FT S 22 DG E 145 FT S 8 DG E 67 FT N 67 DG E TO E LINE OF NW1/4 S ALONG 1/2 SEC LINE TO E MAR OF RAILROAD NWLY ALONG RAILROAD 952.4 FT N 67 DG E 186.6 FT N 33 DG W 76.5 FT N 22 DG W 145 FT TO CURVE NWLY ALONG CURVE 47.1 FT TO W WORTHAM RD NELY ALONG RD 148.6 FT TO POB PART OF E1/2 OF NW1/4 & NE1/4 OF SW1/4 OF SEC 6-6-11

The ad valorem Tax Parcel Numbers are 0705-06-001.000, 0705-07-001.000 and 0705D-01-003.001.

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

Supervisor BOBBY ELEUTERIUS
Supervisor LARRY BENEFIELD
Supervisor MARLIN LADNER
Supervisor WILLIAM MARTIN
Supervisor CONNIE ROCKCO

AYE
AYE
AYE
AYE
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 13th day of January 2003.
Zoning Map Amendment

0212HC243

Not specified as part of application

Zoning Map

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

Scale: 3000 Feet

0705-06-001.000
0705-06-001.000
ORDINANCE NO. 0212HC245

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

AN ORDER CONCURING WITH THE PLANNING COMMISSION TO APPROVE A ZONING TEXT AMENDMENT ADDING TO SECTION 415 TABLE OF USES DOG BOARDING KENNEL.

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 following Text Amendment will add to Section 415 Table of Uses Dog Boarding Kennel. The case file number is 0212HC245.

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

SECTION 1: That the Official Zoning Text 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 intent of the amendment is to add to Section 415 Table of Uses Dog Boarding Kennel.

Amend Section 415 Table of Uses

*Kennel, Dog Boarding: Allowed by Conditional Use Permit (C) in A-1 (agricultural), F-1 (very low density residential), and C-2 (general commercial) Districts, and allowed by Right (R) in I-1 (light industrial) and I-2 (heavy industrial) Districts.*

The following conditions must be met at all times during operation of a boarding kennel:

1) Animals will be housed within buildings having adequate ventilation and protection from weather.
2) Exercise runs shall be provided.
3) Confined animals shall be in areas of adequate size and allowed regular access to exercise runs.
4) The kennel shall not be within 100' of an adjoining residential lot or residence.
5) Proper sanitation and odor control shall be observed.
6) Animals shall be humanely treated and shall not be deprived of clean water, proper food, and clean surroundings.
7) Unless a public sewer connection is available, the sewer serving the facility must be installed as specified by the Mississippi State Department of Health

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 LARRY BENEFIELD seconded the motion to adopt the above foregoing Ordinance whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS  AYE
Supervisor LARRY BENEFIELD  AYE
Supervisor MARLIN LADNER  AYE
Supervisor WILLIAM MARTIN  AYE
Supervisor CONNIE ROCKCO  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 11th day of January, 2003.
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

ORDINANCE NO. 0212HC246

Supervisor CONNIE R. ROCKC0 moved the adoption of the following order:

AN ORDER CONCURRING WITH THE PLANNING COMMISSION TO APPROVE A ZONING TEXT AMENDMENT TO ADD SECTION 415 TABLE OF USES FIREWORKS STAND, OPERATED AS A TEMPORARY SEASONAL USE FOR LESS THAN TWO MONTHS A YEAR.

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 following Text Amendment will add to Section 415 Table of Uses; Fireworks Stand operated as a temporary seasonal use for less than two months a year.

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

SECTION 1: That the Official Zoning Text 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 intent of the amendment is to permit by Conditional Use Permit (C) in C-2 (General Commercial), I-1 (Light Industrial) and I-2 (Heavy Industrial).

Amend Section 415

Fireworks Stand, operated as a temporary seasonal use for less than 2 months of a year:

- Allowed by Conditional Use Permit (C) in C-2 (general commercial), I-1 (light industrial) and I-2 (heavy industrial).

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 LARRY BENEFIELD seconded the motion to adopt the above foregoing Ordinance whereupon the President put the question to a vote with the following results:

- Supervisors BOBBY ELEUTERIUS
- Supervisors LARRY BENEFIELD
- Supervisors MARTIN LADNER
- Supervisors WILLIAM MARTIN
- Supervisors CONNIE ROCKCO

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 13th day of January, 2003.
ORDINANCE NO. 02121IC248

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

AN ORDER CONCURING WITH THE PLANNING COMMISSION TO APPROVE A ZONING TEXT AMENDMENT TO ADD SECTION 813 EXISTING CONDITIONAL USE PERMITS.

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 Section 813 Existing Conditional Use Permits be added to the Text. The case file number is 02121IC248.

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

SECTION 1: That the Official Zoning Text 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 add Section 813 Existing Conditional Use Permits.

Add: Section 813 Existing Conditional Use Permits

All conditional uses that have been approved by the Planning Commission after October 2000, all conditional uses granted under Section 401 of the Harrison County Zoning Ordinance, and all implied or expressed conditional uses allowed by the Harrison County Board of Supervisors shall be valid only for the original parcel of land as configured at the time of the granting of said conditional use. Any subdivision of an original parcel will require a new application for both the existing use and the proposed new use. The granting of a new conditional use permit shall be the discretion of the Harrison County Planning Commission as allowed by Section 904.

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 LARRY BENEFIELD seconded the motion to adopt the above foregoing Ordinance whereupon the President put the question to a vote with the following results:

Supervisor ROBBY ELEUTERIUS
Supervisor LARRY BENEFIELD
Supervisor MARLIN LADNER
Supervisor WILLIAM MARTIN
Supervisor CONNIE ROCKCO

AYE
AYE
AYE
AYE
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 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

(SUPERVISORS ELEUTERIUS AND ROCKCO WERE OUT ON VOTE.)

Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER ACCEPTING REIMBURSEMENT CHECK IN THE AMOUNT OF $203.10 FOR WORK PERFORMED BY THE ROAD DEPARTMENT AND APPROVING SAID BUDGET AMENDMENT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT reimbursement check in the amount of $203.10 for work performed by the Road Department and approving said budget amendment.

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

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

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

THIS, the 13th day of January 2003.
Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER ADJUDICATING THE BURIAL OF FOUR FARM ANIMALS, TWO LOCATED IN SUPERVISOR’S VOTING DISTRICT TWO, AND TWO IN SUPERVISOR’S VOTING DISTRICT THREE

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

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

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

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

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER AUTHORIZING ADVERTISEMENT FOR BIDS FOR PURCHASE OF
VARIOUS TRUCKS AND EQUIPMENT FOR USE BY THE ROAD DEPARTMENT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE advertisement for bids for purchase of various trucks and equipment for use by the Road Department.

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

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

THIS, the 13th day of January 2003.
Supervisor LARRY BENEFIELD 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:


Matthew Greppin, Mosquito Control, Mosquito Sprayer/Truck Driver, effective January 6, 2003.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

(SUPERVISOR ELEUTERIUS OUT ON VOTE.)

Supervisor WILLIAM W. MARTIN 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:

Bridgett Vaughn, Justice Court, Deputy Court Clerk, regular full time at a rate of $735.74 bimonthly, effective January 6, 2003, replacing Carolyn Simpson Eklund who was making $850.77 bimonthly.

Joe Roberts, Veterans Service, County Veterans Service Officer, Biloxi, regular full time at a rate of $833.33 bimonthly, effective January 2, 2003, replacing Daniel Allen who was making $882.75 bimonthly.

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

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

THIS, the 13th day of January 2003.
Supervisor LARRY BENEFIELD moved adoption of the following:

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

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

Elizabeth Lambeth, District Attorney's Office, Clerk, regular part time at a rate of $7.35 an hour, effective January 7, 2003, replacing Angele Gardner who was making $7.72 an hour.

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

Supervisor BOBBY ELEUTERIUS voted AYE
Supervisor LARRY BENEFIELD voted AYE
Supervisor MARLIN R. LADNER voted AYE
Supervisor WILLIAM W. MARTIN voted AYE
Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.
Supervisor **LARRY BENEFIELD** moved adoption of the following:

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

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

$388.05 payable to Associated Adjusters, Inc. for services rendered on claimant Jerry M. May.

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

- **Supervisor BOBBY ELEUTERIUS** voted **AYE**
- **Supervisor LARRY BENEFIELD** voted **AYE**
- **Supervisor MARLIN R. LADNER** voted **AYE**
- **Supervisor WILLIAM W. MARTIN** voted **AYE**
- **Supervisor CONNIE M. ROCKCO** voted **AYE**

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

**THIS, the 13th day of January 2003.**

The Sheriff's representative reported that 1,008 persons are currently housed in the Harrison County Jail Facilities.
Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER ACCEPTING PALYEP GRANT IN THE AMOUNT OF $27,102 FUNDED BY THE JUSTICE DEPARTMENT FOR INLINE SERVICES, WITH NO CASH OUTLAY, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE NECESSARY DOCUMENTS

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT PALYEP grant in the amount of $27,102 funded by the Justice Department for inline services, with no cash outlay, and authorizing the Board President to execute the necessary documents, which are as follows:

---

George Payne, Jr.
Harrison County Sheriff's Department PAL
1801 23rd Avenue
Gulfport, Mississippi 39501

Dear Mr. Payne, Jr.:

This is to announce that the National Association of Police Athletic Leagues, Inc. (NAPAL) has awarded Harrison County Sheriff's Department PAL a 2003 Police Athletic League Youth Enrichment Program (PALYEP) subgrant. We applaud your commitment to serve youth in your community.

A subgrant in the amount of $27,102 has been awarded to enable Harrison County Sheriff's Department PAL to conduct the PALYEP components during the January 1 to May 31, 2003, grant period per its Application for Participation. To receive subgrant funds, please complete and return both the enclosed Subgrant Agreement and Single Audit Certification form prior to the start of your PALYEP activities. Two-thirds of your total subgrant will be forwarded to you upon receipt of the completed Subgrant Agreement. The final subgrant payment will be forwarded upon the completion of PALYEP activities and the submission and approval of required reports.

Many applicants have indicated that their insurance coverages differ in some respects from those set forth in PALYEP Guideline F1. Adequate protection for participants, PAL chapters, the National Association of Police Athletic Leagues, Inc., and the National Youth Sports Corporation is a matter we consider of great importance. Therefore, you must provide either the certificates of insurance as required in the Guidelines or a detailed, written explanation of the comparable protections you have in place before PALYEP funds can be released to you.

A workshop will be held in Indianapolis, Indiana, January 31-February 2, 2003, to assist your chapter to manage its PALYEP activities per federal regulations. We encourage either you or your Program Director to attend. The cost of airfare, lodging, and a per
diem for one representative from each chapter receiving a PALYEP subgrant will be paid by the NYSC. Registration will begin on January 31 at 4:00 p.m. with a welcome reception scheduled from 6:00 – 8:00 p.m. The final session will conclude at 1:00 p.m. on February 2. Registration materials and additional information regarding the workshop are enclosed.

Please feel free to contact me (317/829-5789) if you have any questions about the Subgrant Agreement, or Jeannie Burke (317/829-5781) for additional information about the workshop. We look forward to working with you.

Sincerely,

Tom Leix
Director of Youth Sports

cc: Brad Hart, Executive Director, National PAL
    Ed Thiebe, President, National Youth Sports Corporation

Enclosures
December 9, 2002

George Payne, Jr.
HARRISON COUNTY SHERIFF'S DEPARTMENT PAL
1801 23rd Avenue
Gulfport, MS 39501

Dear George:

This is to acknowledge that the National Youth Sports Corporation (NYSC) has received your Police Athletic League (PAL) chapter's Application for Participation in the 2003 Police Athletic Leagues Youth Enrichment Program (PALYEP); award number 2002-MU-MU-2002; funded by the U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Programs (OJJDP).

Applications are now being reviewed as part of a competitive evaluation and selection process. Applicants will be notified of their funding status in the immediate future.

Sincerely,

Tom Leix
Director of Youth Sports
2003 POLICE ATHLETIC LEAGUES YOUTH ENRICHMENT PROGRAM
SUBGRANT AGREEMENT

SUBGRANT NO.: 03 PALYEP

GRANTEE

National Police Athletic Leagues, Inc.
National Youth Sports Corporation

ADMINISTRATOR

Harrison County Sheriff's Department PAL
1801 23rd Avenue
Gulfport, Mississippi 39501

SUBGRANTEE

To provide for a program for the 2003 PALYEP

PURPOSE:

Not to exceed: $27,102.00

The United States Department of Justice, Office of
Juvenile Justice and Delinquency Prevention,
Special Emphasis Division 16-541

EFFECTIVE DATE: January 1, 2003

The United States Department of Justice, Office of
Juvenile Justice and Delinquency Prevention,
2002-MU-MU-0010

SPONSOR:

January 1, 2003

ENCLOSURE:

The following enclosure is hereby made a part of this Subgrant Agreement:

Enclosure 1: “Single Audit Certification”
This Subgrant Agreement is entered into this first day of January 2003, by the National Association of Police Athletic Leagues, Inc. (the Grantee), and the Harrison County Sheriff’s Department PAL, 1801 23rd Avenue, Gulfport, Mississippi 39501.

WITNESSETH THAT:
WHEREAS, the Subgrantee is qualified and equipped to perform the work and services hereinafter described; and
WHEREAS, it is in the best interest of the Grantee to obtain the assistance of the Subgrantee for performance of said work and services; and
WHEREAS, the Subgrantee has submitted an “Application for Participation” in the 2003 Police Athletic League Youth Enrichment Program; and
WHEREAS, the Subgrantee’s 2003 Police Athletic League Youth Enrichment Program application has been approved by the grantee, National Police Athletic Leagues, Inc., and its program administrator, the National Youth Sports Corporation.

NOW, THEREFORE, in consideration of the Subgrant and for other valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

SECTION 1.0- SUPPLIES AND/OR SERVICES
1.1- The sub grantee will conduct and maintain the Program, in accordance with its approved “Application for Participation” dated January 1, 2003, the “Guidelines for the 2003 Police Athletic League Youth Enrichment Program” and the terms and conditions of this Subgrant Agreement.

Total Direct-Cost Reimbursement Ceiling Amount $27,102.00

SECTION 2.0- PURPOSE
2.1- The purpose of this Subgrant Agreement is to provide for an approved Program in support of the 2003 Police Athletic League Youth Enrichment Program.

SECTION 3.0- PROJECT OBJECTIVES
3.1- The Program Objectives are those objectives stated in the “Guidelines.”

SECTION 4.0- PROJECT SPECIFICATIONS
4.1- The Project Specifications are those stated in the “Guidelines” and the approved “Application for Participation” dated January 1, 2003 supplemented by the following specifications and requirements.

4.2- Size of Project: Minimum average daily attendance of participants shall be that figure set forth in the Subgrantee’s approved “Application for Participation.” A greater average daily attendance may be maintained as facilities and staff will permit. The Subgrantee shall establish adequate procedures to ensure that this minimum average daily attendance requirement is met. Any indication that this requirement is not being met shall cause the Subgrantee to promptly inform the Director of Youth Sports of NYSC (201 South Capitol Avenue, Suite 710, Indianapolis, Indiana 46225) of this fact and of the steps being taken to correct the deficiency.

4.3- Participants: Participation shall be open to boys and girls of the ages 5 to 18. Individuals over or under the age requirement (5 to 18) may not knowingly be included in the Subgrantee’s Project Budget.

4.4- Enrollment: All participating youth must be enrolled. Enrollment includes the completion of the medical waiver release form and the application form with the parent’s or guardian’s signature. A roster must be compiled that records accurately the name, age, sex, address, zip code and telephone number of each participant. This roster must be on file in the office of the program director. Palyep funds shall not be used to pay expenses covered by participant fees.

4.5- Medical Services: A participant may be excluded from a program only if he or she does not
possess the physical qualifications necessary to participate or participation can be shown to present an unacceptable risk of injury or illness. A program may not assume a participant is too great a risk for physical injury or illness because he or she has special need. Such determination must be made on a case by case basis. Reasonable medical treatment of injuries and illnesses occurring during the program is required. And such services shall be provided on the same basis as they are provided to enrolled participants of the Subgrantee.

4.6- Insurance: The Subgrantee hereby assures the Grantee that sufficient and adequate bodily injury and property-damage liability insurance and accident-medical insurance meeting the minimum standards set forth in the “Guidelines” have been obtained.

4.7- The “Questions and Answers” are hereby made a part of these specifications.

SECTION 5.0- PERIOD OF PERFORMANCE

5.1- For the Purpose of authorizing expenditure of grant funds, the term of this Subgrant Agreement shall begin on January 1, 2003 and end on May 31, 2003, unless otherwise approved by the Director of Youth Sports of NYSC. For all other purposes, this Subgrant Agreement shall continue in effect until such time as all required reports have been submitted, program evaluation has been completed and this subgrant has been settled and audited.

5.2- Preprogram and post program materials are due on specified dates as noted on the forms of section 10.1.

SECTION 6.0- FUNDING NATURE AND LEVEL

6.1- Expenditures of grant funds under this Subgrant Agreement are limited to allowable direct costs in the total amount of $27,102.00. Under no circumstances may expenditures of grant funds in excess of this ceiling be made unless a revised ceiling for direct costs is approved in writing by the President of NYSC. All expenditures that exceed the approved ceiling shall be the responsibility of the Subgrantee.

6.2- Detailed breakdown of allowable direct costs under this subgrant, refer to “Application for Participation” estimated budget request part IIIa.

6.3- The Subgrantee shall make unreimbursed out-of-pocket or imputed contributions to the direct costs of the Program (Estimated Budget request Part IIIb of the “Application for Participation”) that shall equal, in total, not less than one hundred percent (100%) of the subgrant. Such contributions shall consist of the following: facilities-usage; capital equipment being used in the Program; a full-time Program Director; and the value of other supporting goods and services rendered to the Program by the Subgrantee that is not charged against the subgrant.

6.4- Overhead and indirect costs shall not be allowed and shall not be counted toward the Subgrantee’s contribution.

SECTION 7.0- FUNDING ADMINISTRATION AND ADVANCE PAYMENTS

7.1- Upon receipt by the Grantee of this Subgrant Agreement and a single audit certification (Enclosed No. 1) on the prescribed form, properly executed, the Subgrantee may be advanced funds in the amount of $18,068.00.

7.2- After the Subgrantee has completed the Program and has fulfilled the reporting requirements of Section 10.1 Hereof, the Subgrantee may, upon approval of the NYSC President, receive the remaining funds authorized by this Subgrant Agreement, in the amount not to exceed $9,034.00. All payments are subject to adjustment after audit by the U.S. Government of the Grantee.

7.3- Payments may be withheld during any period in which the Subgrantee is delinquent in its financial and other reporting obligations under this PALYEP subgrant agreement. The final financial report is due in the NYSC office July 14, 2003. The Grantee has no obligation to reimburse the Subgrantee for final expenses submitted after the conclusion of the grant period, May 31, 2003.

7.4- Funding Accountability:

7.4.1- The Subgrantee may, at its option, establish a Special Bank Account for Advanced Funds.

7.4.2- If a Special Bank Account for Advanced Funds is not established by the Subgrantee, the Subgrantee...
hereby certifies that it will establish a segregated account within its established accounting system to control and identify funds provided under this subgrant.

SECTION 8.0- GENERAL PROVISIONS
8.1- The Subgrantee agrees to comply fully with all local, city, state, and Federal laws, regulations and ordinances governing performance of services required as set forth in the Subgrant Agreement, to obtain any and all necessary permits and/or clearances to perform the approved Program and to comply with applicable Office of Justice Programs “General Conditions and Directives.”

SECTION 9.0- SUBGRANT ADMINISTRATION
9.1- Participating PAL chapters Project Administrator: The Subgrantee has designated the below-listed individual as its Project Administrator.
Name and Title: George Payne, Jr., Project Administrator
Address: 1801 23rd Avenue, Gulfport, Mississippi 39501
Telephone: (228) 865-7092

SECTION 10.0- REPORTING AND RECORDS-KEEPING REQUIREMENTS
10.1- The Subgrantee will submit a properly certified final financial (i.e., audit materials) and preliminary participant and personnel progress report, certificates of insurance, final personnel roster, final attendance report, equipment inventory report and single audit certification form at the times prescribed by the Grantee.
10.2- The Subgrantee will keep accurate and complete attendance records in order to show its adherence to the minimum average daily attendance requirement and to support direct-cost reimbursement where number of enrollees is a factor in computing the amount due.
10.3- The Subgrantee will submit such supporting data when rendering bills as will facilitate Grantee processing of any payment of amounts claimed.
10.4- The Subgrantee will maintain such financial records (e.g., time sheets, invoices) as will enable audit of Program accounts during the Program and after the Program ends, and will make such records available during normal business hours for inspection by the Grantee or its designee.

SECTION 11.0- PROJECT MODIFICATION AND EVALUATION
11.1- The Subgrantee agrees to comply with any request by the Grantee that the Program be redirected to conform to the “Guidelines” and the Subgrantee’s Program plan.
11.2- Where Program modification appears desirable to better achieve Program objectives, the Subgrantee agrees to discuss such modification with the Grantee and U.S. Government representatives, through the PALYEP, and to devote its best possible efforts to make modifications mutually agreed upon. In the event any such Project modifications are made, the Subgrantee’s Program Budget will be subject to recomputation to take into account any changes having monetary implications.
11.3- The Subgrantee agrees to cooperate with the Grantee and/or the U.S. Government in their unilateral or joint monitoring of this Program during its performance and to assist in any project evaluation conducted by the Grantee and/or the U.S. Government.

SECTION 12.0- INSPECTION AND ACCEPTANCE
12.1- Final inspection and acceptance for all work called for hereunder will be made by the NYSC Director of Youth Sports when it is determined all subgrant requirements have been satisfactorily met.
12.2- Any corrections or adjustments necessitated by the Subgrantee’s failure to comply with the Program specifications will be met at no additional expense to the Grantee or the U.S. Government.
12.3- Work under this Subgrant Agreement shall be subject to inspection by the Grantee at all reasonable times.
SECTION 13.0 - SUBGRANTEE-FURNISHED MATERIAL AND/OR SERVICES

13.1 - The Subgrantee shall furnish or cause to be furnished all necessary personnel, facilities, materials, equipment plus any and all other services, supplies, or equipment needed to fulfill the requirements set forth herein.

SECTION 14.0 - OWNERSHIP OF DOCUMENTS

14.1 - All papers and documents required to be prepared as reports developed under this subgrant shall become the property of the U.S. Government. Such papers, reports or other documents may thereafter be used by the Government as it may see fit, without additional compensation to the Subgrantee.

SECTION 15.0 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

15.1 - The Grantee and the Subgrantee hereby agree that by signing this Subgrant Agreement, the certification regarding debarment, suspension, ineligibility, and voluntary exclusion shall be incorporated into, and become part of the Subgrant Agreement section 15.2.

15.2 - By submission of this Subgrant Agreement, I hereby certify that the undersigned PAL chapter is in compliance and is eligible to participate in federal assistance and the undersigned PAL chapter will not, in conducting PALYEP activities, knowingly enter into a transaction with any other entity that is debarred, suspended, declared ineligible or voluntarily excluded from participating in a federally-funded program.

SECTION 16.0 - INDEMNIFICATION

16.1 - The Subgrantee agrees that it will use the grant funding exclusively in performance of the Application for Participation that it submitted, and it agrees to indemnify and hold harmless both the National Association of Police Athletic Leagues, Inc., and the National Youth Sports Corporation in connection with any claims arising from such performance.

IN WITNESS WHEREOF, the parties hereto have caused this Subgrant Agreement to be duly signed and executed with the intention of becoming legally bound thereby effective as of the day and year first above written.

Name of PAL Chapter

Date: January 1, 2003

By ___________________________ Officer Empowered to Make Contracts

Title ______________________________

Signature ______________________________

Date: January 1, 2003

THE NATIONAL YOUTH SPORTS CORPORATION

By ___________________________ Edward A. Thiebe, NYSC President

One Enclosure as Stated
The National Youth Sports Corporation, program administrator for the National Police Athletic Leagues Youth Enrichment Program, is subject to the requirements of the Office Management and Budget (OMB) Circular A-133: Audits of States, Local Governments and Nonprofit Organizations. As such, Circular A-133 requires the National Youth Sports Corporation to monitor Subgrantees of federal awards, and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations.

Please check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements, sign and date this certification and return to the National Youth Sports Corporation with your Subgrant Agreement.

1. **Applicant expects its circular A-133 audit for the fiscal year ended 2003 to be completed by** __________________. A copy of our audit reports will be forwarded to the National Youth Sports Corporation within 30 days of receipt of the report.

2. **Applicant is not subject to a Circular A-133 audit because:**
   - **Applicant is a for-profit organization.**
   - **Applicant expends less than $300,000 in total federal awards annually.**
   - **Other (please explain)__________________________**

PAL Chapter ____________________________

Type or Print Name ____________________________
Fiscal Officer/Treasurer ____________________________

Date ____________________________
Signature ____________________________
GUIDELINES
for the 2003
NATIONAL POLICE ATHLETIC LEAGUE
YOUTH ENRICHMENT PROGRAM (PALLYEP)

In partnership with The United States Department of Justice, Office of Juvenile Justice and
Delinquency Prevention (DOJ-OJJDP), and the National Association of Police Athletic
Leagues, Inc. (NAPAL) and with the assistance of The National Youth Sports Corporation
(NYSC).

BACKGROUND

The National Association of Police Athletic Leagues Youth Enrichment Program (PALLYEP)
will combine Federal funds, and private and public resources. Principal partners in the effort
are the National Association of Police Athletic Leagues, Inc. chapters; the U.S. Department of
Justice; various state and local agencies; national governing bodies of sport, private
organizations and businesses and the National Youth Sports Corporation (NYSC).

MISSION

The National Association of Police Athletic Leagues, Inc. (NAPAL) is organized to prevent
juvenile crime and violence by providing education, training and resources to local Police
Athletic League chapters across the country.

PROGRAM OBJECTIVES

1. Provide technical assistance and professional development to established PAL
   chapters to increase their ability to provide services to the communities they
   serve.
2. Establish additional PAL chapters in distressed areas.
3. Provide quality justice-based after-school programs for youth which include athletic,
   recreational, educational and cultural programs.
4. Reduce juvenile crime and the risk that youth will become victims of crime through
   activities conducted by law enforcement personnel during non-school hours.
5. Develop a communication/reporting system for PAL chapters across the nation,
   which will help measure the use of Federal and Non-Federal funds in PAL juvenile
   crime prevention efforts.
2003 NATIONAL ASSOCIATION OF POLICE ATHLETIC LEAGUE
YOUTH ENRICHMENT PROGRAM (Palyep)

GUIDELINES

A. Eligibility

1. Participation in the Palyep program is open to National Association of Police Athletic Leagues, Inc. (NAPAL) chapters in good standing.

B. Participating Youth

1. The ages of the participants shall be 5 through 18 years of age.

2. All PAL chapters shall endeavor to include both male and female participants in Palyep programming.

3. All participants shall be officially enrolled. Enrollment shall consist of a complete application signed by a parent or guardian.

4. A directory of officially enrolled participants shall be compiled and shall include the following information regarding each officially enrolled participant: name, residential address and zip code, residential telephone number, emergency telephone number, birth date, age, sex, participant application.

5. Participants with special needs shall not be excluded from the program; thus a PAL chapter shall not assume that a participant is at too great a risk for physical injury or illness, or that he or she is otherwise unqualified because of a special need. A participant may be excluded from a project only if he or she does not possess physical and/or mental abilities necessary to participate or if participation can be demonstrated to present an unacceptable risk of injury to the participant after reasonable accommodations have been made by the PAL chapter.

6. Participating PAL chapters shall be required to maintain a daily attendance record of participants by name on the days the program is in session. Current and accurate attendance records shall be recorded and filed systematically in a central location.

7. The actual enrollment shall equal or exceed the projected enrollment.

8. Participating PAL chapters shall maintain an actual daily attendance per the subgrant agreement.

B. Project Personnel

1. Project personnel shall include: a project administrator, a program director and volunteers, and may include instructors, coaches, aides and support staff.

2. The police chief, sheriff, board president, trustee, or PAL chapter's executive
director shall serve as the project administrator and will be responsible for the
PAL chapter’s performance, compliance with the PALYEP guidelines and fiscal
operations at no cost to the PALYEP grant.

3. Participating PAL chapters shall employ a program director, to be responsible for the day
to day operations and supervision of the program.

4. Participating PAL chapters shall recruit and employ individuals who are
sensitive to the needs and interests of the participants, and may be law
enforcement officers or deputies.

5. A personnel directory shall be compiled and include the following
information on each individual paid by PALYEP grant funds and paid by funds from
other sources: business address, business telephone number, full
name, professional position, PALYEP position, social security number, source of salary
and sex.

C. Project Schedule


D. Program Components

The PALYEP requires PAL chapters, which apply to receive federal funding to implement no
less than four programs during non-school hours, of which:

1. At least one program component shall be a recreational or athletic activity: baseball;
basketball; bowling; boxing; camping; cheerleading; field trips; football; golf; hiking;
soccer; softball; tennis; track and field; volleyball; wrestling, or other.

2. At least two of the program components shall be educational: academic assistance;
alcohol and other drug prevention; arts and culture; career opportunities, higher
education and job skills; character development; community service; computer lab;
conflict resolution; math/sciences; nutrition, disease prevention and personal health;
reading enhancement; sportsmanship; technology training; youth forums, or other.

3. A minimum of one additional program component shall be selected from either the
recreational or athletic, or educational program components listed above.

E. Insurance and Medical Services

1. All National PAL members that participate in the PALYEP program must have both first-
party participant accident coverage and liability coverage (liability coverage must be in
the minimum amount of $1 million per occurrence) from a carrier with at least an A- (A
minus) rating. Certificates of insurance must be included with the completed application.
The liability insurance certificate must show the National Association of Police Athletic
Leagues, Inc. and the National Youth Sports Corporation as additional insured. Any
request for an exception to these requirements must be set forth in writing and must
accompany the application.
2. All participants shall be required to have a signed medical waiver release form on file to prior to the participation to the program.

3. A medical emergency plan shall be printed, circulated to all staff and posted at activity sites.

4. Documentation shall be required for injuries and illnesses that occur during the program.

F. Community Participation

1. Participating PAL chapters shall establish an advisory committee whose members may include representatives of the local community such as police chief, sheriff, mayor, the PAL Board of Directors, the business community, parents and other community-based organizations. The committee shall be involved in recruiting participants and securing community resources that may be made available to the program.

2. An advisory committee directory shall be compiled and shall include the following information on each member: Name, agency/company name, agency position, agency address and zip code, agency telephone number and email address.

3. Participating PAL chapters shall be required to conduct a minimum of one Advisory Committee meeting before, during and after the program and to maintain written minutes of such meetings.

4. PAL chapters shall exert every effort to coordinate their plans with other local programs in a manner that will maximize the effectiveness of the program and link program participants with year round services in their communities.

G. PAL Services

1. Participating PAL chapters shall provide appropriate facilities such as gymnasiums, indoor and outdoor courts, athletic fields, tracks, office space, medical space, classrooms.

2. Participating PAL chapters shall provide expendable supplies and equipment; PALYEP funds may be used to purchase such supplies and equipment.

3. Participating PAL chapters shall make appropriate arrangements for transportation for the participants.

H. Financial Resources

1. Participating PAL chapters shall provide not less than 100 percent of the in-kind match of its subgrant funds.

2. No indirect costs or overhead charges will be paid with subgrant funds, such costs or charges may be counted toward the required 100 percent in-kind match.
3. Participating PAL chapters shall be required to seek assistance from outside resources in an effort to enhance the effectiveness of the program. A summary of outside resources shall be prepared and shall include the name, address and zip code of the individuals, agency, etc., rendering the assistance, a brief description of the service(s) rendered and an estimated total monetary value of the service(s).

I. Program Funding and Outside-Resources Contribution

1. The National Association of Police Athletic Leagues, Inc. will award subgrants to designated National PAL members.

2. The National Youth Sports Corporation will administer and execute the conditions of the PAL YEP grant in accordance with the guidelines.

3. Participating PAL chapters must be a member of the National Association of Police Athletic Leagues, Inc.

4. Subgrant funds shall cover direct costs incurred in the conduct of each program such as reasonable fees for personnel, transportation, meals, equipment, supplies, and printing.

5. The actual subgrant amount per PAL chapter shall be based upon number of participants, program content and length and supporting services provided.

6. The full resources of the PAL YEP grant will be brought to bear to develop and stimulate a continuing successful program. The PAL YEP grant will urge the private sector, on both national and local levels, to support the program. Private sector support might include transportation, equipment and supplies, volunteer labor, incentives and awards materials.

J. Application and Reporting Procedures

1. Participating PAL chapters shall complete the application materials. Applications must contain Parts I, II, III; and IV, and certificates of insurance for both liability and medical/accident coverage in order to be complete.

2. Participating PAL chapters will be required to complete forms related to the PAL YEP grant and submit them at the times prescribed. Forms and reports include the following:

   a. Prior to Operation of Project

      (1). Application for Participation—must be completed and received by December 6, 2002.

      (2). Subgrant Agreement—completed prior to the start of the program.
b. During Program

(1) Participants and Personnel Progress Report—due 21 calendar days after each participating chapter’s PAL YEP activity begins.

c. At Conclusion of Program

(1) Final Attendance Report—due 10 calendar days after the completion of each participating chapter’s PAL YEP activity.
(3) Audit Materials—due no later than July 14, 2003
(4) Equipment-Inventory Report—due no later than July 14, 2003

3. Each participating PAL chapter must file all reports on time. Payments, awards and recognitions may be withheld if adequate reports have not been received and approved.

K. Responsible Parties

1. Parties include:
   a. U.S. Department of Justice: This program is supported by Award No. 2002-MU-MU-0010 awarded by the United States Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Programs.
   b. National Association of Police Athletic Leagues, Inc: Grantee
      618 U.S. Highway 1, Suite 201
      North Palm Beach, Florida 33408-4609
   c. The National Youth Sports Corporation: Administrator
      National Youth Sports Corporation (NYSC)
      201 South Capitol Avenue, Suite 710
      Indianapolis, Indiana 46225
   d. PAL Chapters: Subgrantee

2. Contact personnel include:
   a. The National Youth Sports Corporation
   b. Direct all inquiries regarding these guidelines to the NYSC office,
      Tom Leix, Director of Youth Sports, (317) 829-5789, tleix@nyscorp.org.
Supervisor WILLIAM W. MARTIN seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

- Supervisor BOBBY ELEUTERIUS voted AYE
- Supervisor LARRY BENEFIELD voted AYE
- Supervisor MARLIN R. LADNER voted AYE
- Supervisor WILLIAM W. MARTIN voted AYE
- Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.
Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER APPROVING THE PURCHASE OF A SINGLE PURPOSE NARCOTICS DOG
TO REPLACE ALEX FROM US K9 UNLIMITED, INC. AT A COST OF $6,800.00,
PAYABLE FROM 029-215-922, AND APPROVING BUDGET AMENDMENT
THEREFOR

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the
Board does HEREBY APPROVE the purchase of a single purpose narcotics dog to replace Alex
from US K9 Unlimited, Inc. at a cost of $6,800.00, payable from 029-215-922, and the Board
does HEREBY APPROVE budget amendment for said purchase.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

**ORDER APPROVING CLAIMS DOCKET, PER STATUTE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the following claims docket, per statute:

<table>
<thead>
<tr>
<th>FUND</th>
<th>DESCRIPTION</th>
<th>BEGINNING CLAIM</th>
<th>ENDING CLAIM</th>
</tr>
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<tbody>
<tr>
<td>001</td>
<td>GENERAL COUNTY FUND</td>
<td>3210</td>
<td>3426</td>
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<tr>
<td>002</td>
<td>SPECIAL LEVY REAPP (ESCROW)</td>
<td>97</td>
<td>104</td>
</tr>
<tr>
<td>027</td>
<td>LOCAL LAW ENFORCEMENT BLOCK GRANT</td>
<td>13</td>
<td>13</td>
</tr>
<tr>
<td>030</td>
<td>FEDERAL GRANT</td>
<td>65</td>
<td>74</td>
</tr>
<tr>
<td>061</td>
<td>R S V P FEDERAL</td>
<td>173</td>
<td>173</td>
</tr>
<tr>
<td>096</td>
<td>REAPPRAISAL FUND</td>
<td>29</td>
<td>31</td>
</tr>
<tr>
<td>097</td>
<td>EMERGENCY 911 FUND</td>
<td>67</td>
<td>76</td>
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<tr>
<td>106</td>
<td>VOLUNTEER FIRE</td>
<td>144</td>
<td>159</td>
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<tr>
<td>108</td>
<td>WORTHLESS CHECK DIVISION</td>
<td>7</td>
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<tr>
<td>110</td>
<td>RECORD MANAGEMENT FUND</td>
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<td>113</td>
<td>PUBLIC SAFETY FUND</td>
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<tr>
<td>114</td>
<td>SHERIFF'S FORFEITURE FUND</td>
<td>19</td>
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<td>115</td>
<td>SHERIFF'S CANTEEN FUND</td>
<td>52</td>
<td>52</td>
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<tr>
<td>125</td>
<td>STATE TRIAD GRANT</td>
<td>29</td>
<td>33</td>
</tr>
<tr>
<td>127</td>
<td>H/C WASTEWATER FUND</td>
<td>11</td>
<td>11</td>
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<tr>
<td>150</td>
<td>ROAD FUND</td>
<td>839</td>
<td>905</td>
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<tr>
<td>156</td>
<td>ROAD PROTECTION FUND</td>
<td>165</td>
<td>182</td>
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<tr>
<td>160</td>
<td>BRIDGE &amp; CULVERT FUND</td>
<td>68</td>
<td>75</td>
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<tr>
<td>210</td>
<td>GENERAL COUNTY B &amp; I SKG FUND</td>
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<td>37</td>
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<tr>
<td>260</td>
<td>COUNTY PORT B &amp; I SKG FUND</td>
<td>17</td>
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<tr>
<td>301</td>
<td>CAPITAL PROJECT ROAD FUND</td>
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<td>13</td>
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<tr>
<td>303</td>
<td>MS DEV BANK $10M</td>
<td>49</td>
<td>51</td>
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<td>304</td>
<td>DEV BANK JAIL REPAIRS $3.5M</td>
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<td>366</td>
<td>G O BD 8.5 93 SERIES CONSTRUCT</td>
<td>2</td>
<td>4</td>
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<tr>
<td>681</td>
<td>PAYROLL CLEARING FUND</td>
<td>162</td>
<td>192</td>
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<tr>
<td>682</td>
<td>WORKMEN'S COMP SELF INSURANCE</td>
<td>6</td>
<td>6</td>
</tr>
</tbody>
</table>

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor LARRY BENEFIELD moved adoption of the following:

ORDER APPROVING PAYMENT OF CLAIMS, AS LISTED

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

1) $1,646.66 to Guild Hardy Associates Architects, Inv. #01-22-R1 for work on Woolmarket Success Work Center, payable from 150-300-581.

2) $115,757.10 to Williams-Stackhouse Incorporated, Inv. #0084 for aerial photography and related services, recommended for payment by Jeff Cooke and payable from 096 153 581.

3) $12,000.00 to Shaw Design Group, Inv. #2138-5 for services on Justice Court/Records Storage Building, payable from 001 100 902.

4) $5400.00 to EEC, Application for Payment No. 69209.03 for work on Telephone System/Control System Upgrade at Adult Detention Facility, approved for payment by Shaw Design, payable from 301 238 581.

5) $506.95 to Shaw Design Group, Invoice #2023.2-25 for services on Jail Controls at Adult Detention Facility, payable from 304 238 581.

6) $515.00 to Thompson & Lightsey, legal services rendered on Hwy 15 Bridge Imp. Project, eminent domain case against M.E. Thompson, Jr., et al., payable from 160 360 581.

7) $818.75 to Thompson & Lightsey, legal services rendered on Bayou Portage Bridge Replacement eminent domain case, payable from 160 360 581.


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

Supervisor BOBBY ELEUTERIUS voted AYE
Supervisor LARRY BENEFIELD voted AYE
Supervisor MARLIN R. LADNER voted AYE
Supervisor WILLIAM W. MARTIN voted AYE
Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.
Supervisor LARRY BENEFIELD moved adoption of the following:

**ORDER APPROVINC PAYMENT OF TORT 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 tort claims from the tort account:

1) $100.18 to Floyd Logan as reimbursement for telephone charges for telephonic deposition in matter of Hanson v. West Harrison Farms et al.
2) $11,301.65 to Meadows Riley Law Firm for tort litigation cases, as listed: Floyd Bailey, $142.02; Marsha Garrett, $232.40; Herbert Hanson, $3,067.17; Robin Irby, $4,213.97; Gloria Moody, $105.14; Stacey Cooley $1,015.74; Constance Tolby, $1.54; Jewel Miller, $57.14; Vicki Osborn, $55.31; Harold Marchant, $351.00; John Shavers, $66.80; Iris Jackson, $679.34; Patricia Dyess, $431.14; N. M. Saliba, $801.94; Sheila Mance, $550.00.

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

- Supervisor BOBBY ELEUTERIUS voted AYE
- Supervisor LARRY BENEFIELD voted AYE
- Supervisor MARLIN R. LADNER voted AYE
- Supervisor WILLIAM W. MARTIN voted AYE
- Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor LARRY BENEFIELD moved adoption of the following:

ORDER APPROVING REFUND FOR TAXES PAID IN ERROR, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE refund for taxes paid in error, as follows: $703.06 to Sherry Picard, parcel #0310N-02-040.000.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
Ministes
Board of Supervisor, Harrison County, Mississippi
January 2003 Term

Supervisor Connie M. Rockco moved adoption of the following:

Order Approving Interlocal Governmental Cooperation
Agreements by and Between Harrison County, Mississippi,
Hancock, Jackson, Stone and Pearl River Counties, Mississippi,
Establishing a Coastal Regional Comprehensive Emergency
Information Management Network, Approving the Network
Contract, and Authorizing the Board Members to Execute Same

Ordered by the Board of Supervisors of Harrison County, Mississippi, that the
Board does HEREBY APPROVE and does HEREBY AUTHORIZE the Board Members to
execute the following Interlocal Governmental Cooperation Agreements by and
between Harrison County, Mississippi and the following: Hancock County, Mississippi;
Jackson County, Mississippi; Stone County, Mississippi; and Pearl River County, Mississippi,
establishing a Coastal Regional Comprehensive Emergency Information Management
Network:
STATE OF MISSISSIPPI
COUNTY OF HARRISON

INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
BY AND BETWEEN HARRISON COUNTY, MISSISSIPPI,
AND HANCOCK COUNTY, MISSISSIPPI ESTABLISHING
A COASTAL REGIONAL COMPREHENSIVE EMERGENCY
INFORMATION MANAGEMENT NETWORK AND
APPROVING THE NETWORK CONTRACT

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;

WHEREAS, citizens of Hancock County, Mississippi including
its municipality, have, from 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 Hancock County;

WHEREAS, the Board of Supervisors of Harrison County and
Hancock County desire to work together towards sharing/combining
governmental activities for establishing, maintaining and
operating a Coastal Regional Comprehensive Emergency Information
Management Network to be housed at the Harrison County Civil
Defense EOC Office at the Harrison County Courthouse in Gulfport,
Mississippi;
WHEREAS, the Board of Supervisors of Harrison County and Hancock County desire to enter into an Interlocal Governmental Cooperation Agreement as provided by §17-13-1 et. seq. of the 1972 Miss. Code Ann.;

WHEREAS, the purpose of this Agreement is to provide that coastal Counties of Harrison, Hancock, Jackson, Stone and Pearl River will join together to establish, maintain and operate a Coastal Regional Comprehensive Emergency Information Management Network, consisting of computer equipment, server, hardware and software to be housed at the Harrison County Civil Defense EOC Office at the Harrison County Courthouse in Gulfport, Mississippi; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purpose of this Agreement shall be that the governing authorities of these Counties shall cooperate together within and under the terms of this Agreement and Contract, attached hereto as Exhibit "A" and incorporated herein as set forth in words and figures, to insure maximum efficiency for this governmental service at minimal cost to the taxpayers of all the Counties.

NOW, THEREFORE, be it resolved by Harrison County, Mississippi by and through its Board of Supervisors and Hancock County, Mississippi, by and through its Board of Supervisors that they do hereby enter into this Interlocal Governmental
Cooperation Agreement for the services, consideration and conditions hereinafter outlined and as set forth in the Contract attached hereto as Exhibit "A"; that this Interlocal Agreement and Contract are authorized by §17-13-1 et. seq. of the 1972 Miss. Code Ann., and subject to the approval of the Attorney General of the State of Mississippi; said Agreement being as follows:

SECTION 1: ADMINISTRATION

This Agreement will be administered in accordance with the terms and conditions set forth herein and as set forth in the Contract attached as Exhibit "A", among the five (5) Counties, with no separate legal or administrative agency to be created by this Agreement.

SECTION 2: PURPOSE

This Agreement is to provide that the coastal Counties of Harrison, Hancock, Jackson, Stone and Pearl River will join together to establish, maintain and operate a Coastal Regional Comprehensive Emergency Information Management Network, consisting of computer equipment, server, hardware and software, to be housed at the Harrison County Civil Defense EOC Office at the Harrison County Courthouse, in Gulfport, Mississippi. This network will enable each County to share information about weather conditions or other emergency situations for greater protection of public health and welfare.
SECTION 3: FINANCING

The Counties 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. The Contract attached as Exhibit "A" sets forth that each of the five (5) Counties will pay one-fifth (1/5) of their share of the cost of the computer server/hardware and software to be housed at the Harrison County Civil Defense EOC office at the Harrison County Courthouse in Gulfport, MS. Each County will receive $5,000.00 from the "Local Emergency Management Program Enhancement Grant" which will be given to Harrison County to purchase the network server. The Contract further states that each County will pay one-fifth (1/5) share of the start-up cost of all emergency management software, including the cost of the LAN Server License, Workstation License and Web Access License. All five (5) Counties will pay one-fifth (1/5) of the share of the installation and training of personnel on the network, including all other set-up costs. The Contract also provides that each County will pay one-fifth (1/5) share of the yearly maintenance Contract fee and maintenance cost for
operation above utility cost and normal wear and tear, and all other cost not covered by a maintenance contract. The Contract further provides that each party will pay one-fifth (1/5) of the share of the cost of the liability and property insurance to be purchased by Harrison County on the equipment. The Contract further provides that after the first year, each County will pay one-fifth (1/5) share of all charges for an annual vendor maintenance contract, fees, server, license fees and maintenance not covered by the maintenance contract, and the license fee on the server. The Contract further provides that each County will pay one-fifth (1/5) share for any and all software upgrades not provided in the annual maintenance or license fees. With regard to the establishment and continued operation of this network, each County agrees to pay one-fifth (1/5) of any cost incurred, whether or not herein specified. However, the parties agree that each County will be responsible for purchasing its own private computer, hardware, software or other equipment necessary to access the Harrison County server from its County workstation. Harrison County will provide the auxiliary power source to back-ups.

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/ACQUISITION OF 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. The Contract, Exhibit "A" of this Interlocal Agreement, shows that Harrison County will purchase the server, hard drive, software and other equipment to be titled in its name. The other four (4) Counties, Hancock, Jackson, Stone and Pearl River will pay one-fifth (1/5) of the cost of the Dell Server, hard drive, LAN Server License, Workstation License and Web Access License and all other setup and maintenance cost incurred for the network. The computer server which will be housed at the Harrison County Courthouse is a Dell-Poweredge 4400 X933-256k Tower server, and will be titled to Harrison County. Title to all other real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by Harrison, Hancock, Jackson, Stone and Pearl River Counties, at the time of such termination, shall remain the property of each County.

SECTION 6: 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 7: 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, 2003, which is the end of the current Board of Supervisors term of office. Prior to November 31, 2003, any County desiring not to renew, must give notice to all County Administrators, or Board President if there is no County Administrator sixty (60) days prior to December 31, 2003. Otherwise this Agreement and Contract renews the following year upon Board Resolution, and approval by the Mississippi Attorney General. Provided however, this Agreement may be terminated by the mutual agreement of the parties only after the terminating party has given the other party’s sixty (60) days notice of termination given to that party’s County Administrator, or Board President if the County does not have an Administrator; however, this Agreement may only be terminated if money for all costs, fees and expenses have been paid at the time of notice of termination.

SECTION 8: 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 9: APPROVAL BY ATTORNEY GENERAL

Harrison and Hancock 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 the Attorney General disapproves of any section of the services listed herein, the authorities of the Counties will be required to adopt a newly drafted agreement before said provisions shall be in full force and effect.

The Clerk of the Board of Supervisors of each 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 10: LIABILITY INSURANCE

Each County herein agrees that it shall be the responsibility of each County to maintain its own general liability insurance on any matters which is the subject of this Interlocal Cooperative Agreement, with a limit of liability no
less than $1,000,000.00. Harrison County will insure the network equipment titled to it on its property and casualty insurance policy, which cost is to be reimbursed by each of the remaining four (4) Counties, on a one-fifth (1/5) basis.

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, WE THE BOARD OF SUPERVISORS OF HANCOCK 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 Hancock County, Mississippi and the same being adopted in a duly constituted session.
WITNESS OUR SIGNATURES this, the ___ day of ______, ______.

ATTEST:

HANCOCK COUNTY BOARD OF SUPERVISORS

Clerk

President, Hancock County Board of Supervisors

Supervisor, District One

Supervisor, District Two

Supervisor, District Three

Supervisor, District Four

Supervisor, District Five

I have approved this Interlocal Governmental Cooperation Agreement as to Form:

Attorney for Hancock County, Mississippi
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

President Harrison County Board of Supervisors

Bobby Eleuterius
Supervisor, District One

Larry Benefield
Supervisor, District Two

Marlin Ladner
Supervisor, District Three

William Martin
Supervisor, District Four

Connie Rockco
Supervisor, District Five
ATTERT:

Clerk of the Board

I have approved this Interlocal Cooperation Agreement as to form:

Attorney for Harrison County Board of Supervisors
COASTAL REGIONAL COMPREHENSIVE EMERGENCY
INFORMATION MANAGEMENT NETWORK CONTRACT

FOR AND IN CONSIDERATION of the sum set forth below,

Harrison County, Hancock County, Jackson County, Stone County and
Pearl River County (hereinafter "parties"), all located in the
State of Mississippi, hereby enter into and contract for the
purpose of establishing, maintaining and operating a Coastal
Regional Comprehensive Emergency Information Management Network
(computer system) to be housed at the Harrison County Civil
Defense EOC office in the Gulfport Courthouse.

I. PURPOSE

The purpose of this Contract is for the five (5) coastal
Counties of Harrison, Hancock, Jackson, Stone and Pearl River to
join together to establish, maintain and operate an emergency
service network consisting of computer equipment, server, and
software to be housed at the Harrison County Courthouse at the
Civil Defense EOC office. This unified Coastal Emergency
Computer Network is established as a result of a grant issued to
each County, entitled "The Mississippi Emergency Management
Agency Local Emergency Management Program Enhancement Grant",
copies of each Counties' are attached hereto as Exhibit "A". The
grant allocates $5,000.00 to each of the five (5) Counties, for
a total of $25,000.00. This money will be used to buy the Bell
server for the network. The total amount of funds awarded to the five (5) Counties is $25,000.00.

Harrison County, by its Application of Grant, will receive an additional $4,036.00 to purchase Dell laptop computers and $425.00 for the Davis weather system. Harrison County will also receive approximately $6,312.00 for one (1) Proxima projector with equipment and hookup. (The grant application was for two (2) projectors with only one being awarded). These items will not be charged to the other four (4) Counties.

II. SPECIFICATIONS

The subject of this Agreement is for the purchase of a Dell-Poweredge 4400X933-256K Tower Server. A copy of the specifications for the Dell server and other equipment is attached hereto as Exhibit "B". These specifications are on the State Equipment Preferred List (EPL). In accordance with the purchasing laws for the State of Mississippi, the Mississippi Emergency Management Agency (MEMA) did advertise for bids and declared that the Dell-Poweredge Tower Server was the lowest and best bid submitted. As noted in Exhibit "A" of this Contract, Linda Rouse, Director of the Harrison County Civil Defense Office is the point of contact on this project. Therefore, Harrison County will be the title owner of the Dell-Poweredge Tower Server along with the EM/2000 LAN server licenses. These server
licenses are the software for the computer. A copy of the specifications for the LAN server licenses are attached hereto as Exhibit "C". They are the LAN server license, Workstation license and Web Access license.

III.

FINANCIAL RESPONSIBILITY

The parties, the five (5) Counties herein, agree that each County will pay one-fifth (1/5) of the cost of all the hardware, including the server, software and all other equipment being a part of the network, which will be housed at the Harrison County Courthouse in Gulfport. All start up fees, expenses, maintenance, etc. will be paid by each County paying one-fifth (1/5) of all costs, as more particularly described below. Each County will be responsible for its own purchase and maintenance of its hardware or any other equipment needed to access the Regional Network System at the Harrison County Courthouse. These payments must be paid to Harrison County within thirty (30) days of a request for payment made by the Harrison County Administrator, Pam Ulrich, to the remaining four (4) Counties' Administrators, or Board President if no Administrator exist. It is therefore,
CONTRACTED AND AGREED TO AS FOLLOWS:

The parties agree that Harrison County will utilize the State Equipment Preferred List (EPL) for purchase of all hardware requirements, including the Dell server, monitor, UPS printer, etc., as specified in Exhibit "B".

The parties agree that they will share equally, one-fifth (1/5), of the cost of the monthly or yearly maintenance contract and all costs of maintenance or operation above the utility cost, and normal wear and tear, that may not be covered by a maintenance contract.

The parties agree that Harrison County will add the server and all other computer equipment to its casualty and property damage insurance policy, and that each County will share equally one-fifth (1/5) in the cost of the insurance. Each County agrees to maintain its own general liability insurance policy on any matter which is the subject of this Agreement, with a limit of liability of no less than $1,000,000.00.

The parties agree that each County will share equally one-fifth (1/5) in any rate changes for annual vendor maintenance or license fees.

The parties agree that each County will pay its one-fifth (1/5) pro-rata share of the original EM/2000 LAN server license, and the server licenses each year after, and the original EM/2000 Workstation license and original EM/2000 Web Access license fees.
Also, each County will pay for its County's individual workstations' license after the first year, as well as a web access license, if applicable.

The parties agree that each County will share equally one-fifth (1/5) in the annual billing for the server technical support and maintenance after the first year of operation.

That each County will provide to Harrison County specific GIS information or other data needed to be provided to the vendor, and agree to cooperate and provide any and all information needed to install and maintain the network system for group information.

The parties agree that each County will pay one-fifth (1/5) of the share of the cost of all start up expenses, installation and training of personnel on the network, including all other set-up cost, and all yearly renewal, installation or training cost thereafter.

The parties agree that with regard to the establishment and continued operation of this network, each County will pay one-fifth (1/5) of any cost incurred, whether or not herein specified. The parties further agree that each County will be responsible for purchasing its hardware or other equipment necessary to access the Harrison County server located at the Harrison County Civil Defense EOC office, from each County's workstation.
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The parties agree that Harrison County will provide auxiliary power source to back-ups; but agree that this Contract in no manner extends or waives any party's right to governmental immunity as provided in §11-46-1 et. seq. of the Miss. Code Ann., denoted as the Mississippi Tort Claims Act.

The parties agree this Contract may be terminated only after sixty (60) days notice to all other parties' by notice to the respective County Administrators, or Board President, if a County does not have a County Administrator; however, all payments for fees and costs must be paid before notice of termination of this Agreement.

WITNESS our signatures this the ___ day of __________, 2003.

President, Harrison County Board of Supervisors

President, Hancock County Board of Supervisors

President, Jackson County Board of Supervisors
PART 1 EQUIPMENT LIST

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment</th>
<th>Estimated Cost</th>
<th>Expected Location</th>
<th>MEMA Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EM 2000 Server</td>
<td>$25,000.00</td>
<td>Harrison Co CD EOC</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Proxima Projectors</td>
<td>$12,624.00 with equipment &amp; hookups</td>
<td>Harrison Co CD EOC</td>
<td></td>
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<tr>
<td>3</td>
<td>Dell Laptop Computers</td>
<td>$4,036.00</td>
<td>H.C. EOC</td>
<td></td>
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<tr>
<td>4</td>
<td>Davis Weather System</td>
<td>$425.00</td>
<td>EOC</td>
<td></td>
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<td></td>
<td><strong>Total</strong></td>
<td><strong>$33,651.00</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PART 3 NARRATIVE JUSTIFICATION

Briefly describe how the items/equipment above will improve local operational capability.

Server will be housed in the Harrison Co. EOC to be shared by the coastal counties for message handling and coordination with MEMA.

Overhead projectors located in the EOC were purchased in 1989. Visibility has deteriorated and is virtually impossible to read from the EOC positions.

Laptop computers needed to be used in EOC for messaging systems.
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
LOCAL EMERGENCY MANAGEMENT PROGRAM ENHANCEMENT GRANT APPLICATION

Co. Harrison

PART 3 (Continued)

1. Instruments needed to determine wind speed and wind direction in emergency situations.

---

APPLICANT USE ONLY

Local EMA Director Signature

Name

Linde House, Harrison County Civil Defense Director

County Official Signature

Name

Pamela Ulrich, Harrison Co., Admin., 10-25-02

MEMA USE ONLY

EMA Director

Robert R. Latham, Jr.

Date

Deputy Director

Leon K. Shaifer

Date

For: Mississippi Emergency Management Agency

Local EM Program Enhancement Grant

Post Office Box 4901
Category: SERVERS
DELL - POWEREDGE 4400 X933-256K
Vendor: DELL VENDORS
Enterprise or Performance: ENTERPRISE
Sub-Category: CAT 1 - Dual Processor Capable
Base Cost: $2874

Manufacturer: DELL
Chassis Type: TOWER
Processor: INTEL PIII XEON
Speed (Enter as MHz): 933
Number of Processors: 1
Maximum Number of Processors: 2
RAM (MB): 128
RAM Expansion (GB): 4
Cache (k): 256
No Base HD or State HD Size (GB): NO BASE HD - CUSTOMER MUST WORK WITH VENDOR TO CHOOSE THE PROPER CONFIGURATION FROM THE HARD DRIVE LISTED IN THE ADD-ON COMPONENTS SECTION.

Hard Drives: Hot Swap vs Non-Hot Swap
Hot Swap
3-year on-site warranty w/ Next Business Day Response
10/100 NIC
Is NIC integrated onto the motherboard or a PCI card
INTEGRATED ON MOTHERBOARD
Slots - PCI: 7
Keyboard and Mouse

Product Name and Model #: POWEREDGE 4400 X933-256K

COST QUANTITY TOTAL
$2874 1 $2874

http://dsitspe01.its.state.ms.us/tw/interepl.nsf/2BF5F70A77EFFDCCD82564B5006A1B89/5/29/02
PROPOSAL
The Public Safety Group
EM/2000™ EMERGENCY MANAGEMENT SOFTWARE

ITEM: SOFTWARE:
1 ea. EM/2000™ LAN Server License $7,500.00
Includes 1 year Telephone support and Maintenance
After first year the cost is $1,500.00 per year

1 ea. EM/2000™ Workstation License $1,000.00
Includes 1 year Telephone Support and Maintenance
After first year the cost is $100.00 ea. Per year

1 ea. EM/2000™ Web Access License $350.00
Includes 1 year Telephone Support and Maintenance
After first year the cost is $100.00 ea. Per year

INSTALLATION AND TRAINING:
1 On-site installation and configuration @$1,000.00 per day $1,000.00

1 On-site EM/2000™ Applications Administration Training $2,000.00
Eight (8) hours of hands-on training for up to 3 students.

1 On-site EM/2000™ User Training $2,500.00
Eight (8) hours of training for up to eight (8) students.
Each student over 8 will be billed at a rate of $500.00 per student.

TOTAL INSTALLATION AND TRAINING $5,500.00

Note: All trainers' travel and related expenses are pre-paid and billed to the client for prompt reimbursement.

TERMS: Net Upon Receipt
STATE OF MISSISSIPPI
COUNTY OF HARRISON

INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
BY AND BETWEEN HARRISON COUNTY, MISSISSIPPI,
AND JACKSON COUNTY, MISSISSIPPI ESTABLISHING
A COASTAL REGIONAL COMPREHENSIVE EMERGENCY
INFORMATION MANAGEMENT NETWORK AND
APPROVING THE NETWORK CONTRACT

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;

WHEREAS, citizens of Jackson County, Mississippi including
its municipality, have, from 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 Jackson County;

WHEREAS, the Board of Supervisors of Harrison County and
Jackson County desire to work together towards sharing/combining
governmental activities for establishing, maintaining and
operating a Coastal Regional Comprehensive Emergency Information
Management Network to be housed at the Harrison County Civil
Defense EOC Office at the Harrison County Courthouse in Gulfport,
Mississippi;
WHEREAS, the Board of Supervisors of Harrison County and Jackson County desire to enter into an Interlocal Governmental Cooperation Agreement as provided by §17-13-1 et. seq. of the 1972 Miss. Code Ann.;

WHEREAS, the purpose of this Agreement is to provide that coastal Counties of Harrison, Hancock, Jackson, Stone and Pearl River will join together to establish, maintain and operate a Coastal Regional Comprehensive Emergency Information Management Network, consisting of computer equipment, server, hardware and software to be housed at the Harrison County Civil Defense EOC Office at the Harrison County Courthouse in Gulfport, Mississippi; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purpose of this Agreement shall be that the governing authorities of these Counties shall cooperate together within and under the terms of this Agreement and Contract, attached hereto as Exhibit "A" and incorporated herein as set forth in words and figures, to insure maximum efficiency for this governmental service at minimal cost to the taxpayers of all the Counties.

NOW, THEREFORE, be it resolved by Harrison County, Mississippi by and through its Board of Supervisors and Jackson County, Mississippi, by and through its Board of Supervisors that they do hereby enter into this Interlocal Governmental
Cooperation Agreement for the services, consideration and conditions hereinafter outlined and as set forth in the Contract attached hereto as Exhibit "A"; that this Interlocal Agreement and Contract are authorized by §17-13-1 et. seq. of the 1972 Miss. Code Ann., and subject to the approval of the Attorney General of the State of Mississippi; said Agreement being as follows:

SECTION 1: ADMINISTRATION

This Agreement will be administered in accordance with the terms and conditions set forth herein and as set forth in the Contract attached as Exhibit "A", among the five (5) Counties, with no separate legal or administrative agency to be created by this Agreement.

SECTION 2: PURPOSE

This Agreement is to provide that the coastal Counties of Harrison, Hancock, Jackson, Stone and Pearl River will join together to establish, maintain and operate a Coastal Regional Comprehensive Emergency Information Management Network, consisting of computer equipment, server, hardware and software, to be housed at the Harrison County Civil Defense EOC Office at the Harrison County Courthouse, in Gulfport, Mississippi. This network will enable each County to share information about weather conditions or other emergency situations for greater protection of public health and welfare.
SECTION 3: FINANCING

The Counties 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. The Contract attached as Exhibit "A" sets forth that each of the five (5) Counties will pay one-fifth (1/5) of their share of the cost of the computer server/hardware and software to be housed at the Harrison County Civil Defense EOC office at the Harrison County Courthouse in Gulfport, MS. Each County will receive $5,000.00 from the "Local Emergency Management Program Enhancement Grant" which will be given to Harrison County to purchase the network server. The Contract further states that each County will pay one-fifth (1/5) share of the start-up cost of all emergency management software, including the cost of the LAN Server License, Workstation License and Web Access License. All five (5) Counties will pay one-fifth (1/5) of the share of the installation and training of personnel on the network, including all other set-up costs. The Contract also provides that each County will pay one-fifth (1/5) share of the yearly maintenance Contract fee and maintenance cost for
operation above utility cost and normal wear and tear, and all other cost not covered by a maintenance contract. The Contract further provides that each party will pay one-fifth (1/5) of the share of the cost of the liability and property and casualty insurance to be purchased by Harrison County on the equipment. The Contract further provides that after the first year, each County will pay one-fifth (1/5) share of all charges for an annual vendor maintenance contract, fees, server, license fees and maintenance not covered by the maintenance contract, and the license fee on the server. The Contract further provides that each County will pay one-fifth (1/5) share for any and all software upgrades not provided in the annual maintenance or license fees. With regard to the establishment and continued operation of this network, each County agrees to pay one-fifth (1/5) of any cost incurred, whether or not herein specified. However, the parties agree that each County will be responsible for purchasing its own private computer, hardware, software or other equipment necessary to access the Harrison County server from its County workstation. Harrison County will provide the auxiliary power source to back-ups.

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/ACQUISITION OF 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. The Contract, Exhibit “A” of this Interlocal Agreement, shows that Harrison County will purchase the server, hard drive, software and other equipment to be titled in its name. The other four (4) Counties, Hancock, Jackson, Stone and Pearl River will pay one-fifth (1/5) of the cost of the Dell Server, hard drive, LAN Server License, Workstation License and Web Access License and all other set up and maintenance cost incurred for the network. The computer server which will be housed at the Harrison County Courthouse is a Dell-Poweredge 4400 X933-256K Tower server, and will be titled to Harrison County. Title to all other real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by Harrison, Hancock, Jackson, Stone and Pearl River Counties, at the time of such termination, shall remain the property of each County.

SECTION 6: 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 7: 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, 2003, which is the end of the current Board of Supervisors term of office. Prior to November 31, 2003, any County desiring not to renew, must give notice to all County Administrators, or Board President if there is no County Administrator sixty (60) days prior to December 31, 2003. Otherwise this Agreement and Contract renews the following year upon Board Resolution, and approval by the Mississippi Attorney General. Provided however, this Agreement may be terminated by the mutual agreement of the parties only after the terminating party has given the other party’s sixty (60) days notice of termination given to that party’s County Administrator, or Board President if the County does not have an Administrator; however, this Agreement may only be terminated if money for all costs, fees and expenses have been paid at the time of notice of termination.

SECTION 8: 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 9: APPROVAL BY ATTORNEY GENERAL

Harrison and Jackson 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 the Attorney General disapproves of any section of the services listed herein, the authorities of the Counties will be required to adopt a newly drafted agreement before said provisions shall be in full force and effect.

The Clerk of the Board of Supervisors of each 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 10: LIABILITY INSURANCE

Each County herein agrees that it shall be the responsibility of each County to maintain its own general liability insurance on any matters which is the subject of this Interlocal Cooperative Agreement, with a limit of liability no
less than $1,000,000.00. Harrison County will insure the network equipment titled to it on its property and casualty insurance policy, which cost is to be reimbursed by each of the remaining four (4) Counties, on a one-fifth (1/5) basis.

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, WE THE BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI, do hereby set and subscribe our signatures to the above and foregoing Intelectal Governmental Cooperation Agreement, fully ascribing to the terms thereof for and on behalf of Jackson County, Mississippi and the same being adopted in a duly constituted session.
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

WITNESS OUR SIGNATURES this, the ___ day of ____, ___.

ATTEST:

JACKSON COUNTY BOARD OF SUPERVISORS

Clerk

President, Jackson County Board of Supervisors

Supervisor, District One

Supervisor, District Two

Supervisor, District Three

Supervisor, District Four

Supervisor, District Five

I have approved this Interlocal Governmental Cooperation Agreement as to Form:

Attorney for Jackson County,
Mississippi
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

President Harrison County Board of
Supervisors

Bobby Eleuterius
Supervisor, District One

Larry Benefield
Supervisor, District Two

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 Cooperation Agreement as to form:

Attorney for Harrison County
Board of Supervisors
COASTAL REGIONAL COMPREHENSIVE EMERGENCY INFORMATION MANAGEMENT NETWORK CONTRACT

FOR AND IN CONSIDERATION of the sum set forth below, Harrison County, Hancock County, Jackson County, Stone County and Pearl River County (hereinafter "parties"), all located in the State of Mississippi, hereby enter into and contract for the purpose of establishing, maintaining and operating a Coastal Regional Comprehensive Emergency Information Management Network (computer system) to be housed at the Harrison County Civil Defense EOC office in the Gulfport Courthouse.

I.

PURPOSE

The purpose of this Contract is for the five (5) coastal Counties of Harrison, Hancock, Jackson, Stone and Pearl River to join together to establish, maintain and operate an emergency service network consisting of computer equipment, server, and software to be housed at the Harrison County Courthouse at the Civil Defense EOC office. This unified Coastal Emergency Computer Network is established as a result of a grant issued to each County, entitled "The Mississippi Emergency Management Agency Local Emergency Management Program Enhancement Grant", copies of each Counties' are attached hereto as Exhibit "A". The grant allocates $5,000.00 to each of the five (5) Counties, for a total of $25,000.00. This money will be used to buy the Dell
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WITNESS our signatures this the ____ day of ________, 2003.

President, Harrison County
Board of Supervisors

President, Hancock County
Board of Supervisors

President, Jackson County
Board of Supervisors
President, Stone County
Board of Supervisors

President, Pearl River County
Board of Supervisors
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
LOCAL EMERGENCY MANAGEMENT PROGRAM ENHANCEMENT GRANT APPLICATION

PART 1: APPLICANT INFORMATION

- Following information is necessary to process the application: (PLEASE PRINT)
- Applicant Information:
  - Name: Harrison Co. Civil Defense
  - Title: Director
  - Address: Post Office Box 66
  - City: Gulfport
  - State: Mississippi
  - Zip: 39502
  - Phone: 228-865-4002
  - Fax Number: 228-865-4087

PART 2: EQUIPMENT LIST

- List by Priority equipment item requested:
- Estimated Cost of equipment:
- Expected Physical Location of equipment:

<table>
<thead>
<tr>
<th>Equipment Item Requested</th>
<th>Estimated Cost of Equipment</th>
<th>Expected Physical Location of Equipment</th>
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<tr>
<td>1. EM 2000 Server</td>
<td>$25,000.00</td>
<td>Harrison Co. CD</td>
</tr>
<tr>
<td>2. Overhead projectors</td>
<td>$3,824.00</td>
<td>Harrison Co. CD</td>
</tr>
<tr>
<td>3. Dell Laptop Computers</td>
<td>$4,036.00</td>
<td>H.C. EOC</td>
</tr>
<tr>
<td>4. Davis Weather System</td>
<td>$475.00</td>
<td>H.C. EOC</td>
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</table>

Total: $32,855.00

MEMA USE ONLY:
- $25,000.00 approved
- $3,824.00 approved
- $4,036.00 approved
- $475.00 approved

PART 3: NARRATIVE JUSTIFICATION

Briefly describe how the items/equipment above will improve local operational capability.

1. Server will be housed in the Harrison Co. EOC to be shared by the coastal counties for message handling and coordination with MEMA.

2. Overhead projectors located in the EOC were purchased in 1989. Visibility has deteriorated and is virtually impossible to read from the EOC positions.

3. Laptop computers needed to be used in EOC for messaging system.
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
LOCAL EMERGENCY MANAGEMENT PROGRAM ENHANCEMENT GRANT APPLICATION

in Harrison
RT3 (Continued)

Instruments needed to determine wind speed and wind direction in emergency situations.

Local EMA Director: [Signature]
Date: 10-25-02

County Official Signature: [Signature]
Name: Pamela Ulrich, Harrison Co. Adm. Date: 10-25-02

MEMA Director: [Signature]
Name: Pamela Ulrich, Harrison Co. Adm.

ES Director: [Signature]
Name: Leon K. Shafter

Local EM Program Enhancement Grant
Post Office Box 4361
**EPL Interactive**

**Category:** SERVERS
DELL - POWEREDGE 4400 X933-256K

**Vendor:** DELL VENDORS
Enterprise or Performance: ENTERPRISE

**Sub-Category:** CAT 1 - Dual Processor Capable

**Base Cost:** $2874

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<td>NO BASE HD - CUSTOMER MUST WORK WITH VENDOR TO CHOOSE THE PROPER CONFIGURATION FROM THE HARD DRIVE LISTED IN THE ADD-ON COMPONENTS SECTION.</td>
</tr>
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**Hard Drives:** Hot Swap vs Non-Hot Swap

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<thead>
<tr>
<th>3-year on-site warranty w/ Next Business Day Response</th>
<th>INTEL PRO 100+</th>
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<td>Keyboard and Mouse</td>
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<th>Product Name and Model #</th>
<th>POWEREDGE 4400 X933-</th>
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<td>COST QUANTITY TOTAL</td>
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http://dsitspe01.its.state.ms.us/its/interpl.nsf?OPEN70A77E9DFCD8625689B06A1B89/S... 5/29/02
PROPOSAL
The Public Safety Group
EM/2000™ EMERGENCY MANAGEMENT SOFTWARE

ITEM:
SOFTWARE:
1 ea. EM/2000™ LAN Server License
   Includes 1 year Telephone support and Maintenance
   After first year the cost is $1500.00 per year $7,500.00

1 ea. EM/2000™ Workstation License
   Includes 1 year Telephone Support and Maintenance
   After first year the cost is $100.00 ea. Per year $1,000.00

1 ea. EM/2000™ Web Access License
   Includes 1 year Telephone Support and Maintenance
   After first year the cost is $100.00 ea. Per year $350.00

INSTALLATION AND TRAINING:
1 On-site installation and configuration @$1,000.00 per day $1,000.00

1 On-site EM/2000™ Applications Administration Training
   Eight (8) hours of hands-on training for up to 3 students. $2,000.00

1 On-site EM/2000™ User Training
   Eight (8) hours of training for up to eight (8) students.
   Each student over 8 will be billed at a rate of $500.00 per student. $2,500.00

TOTAL INSTALLATION AND TRAINING $5,500.00

Note: All trainers' travel and related expenses are pre-paid and billed to
the client for prompt reimbursement.

TERMS: Net Upon Receipt

3500
INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
BY AND BETWEEN HARRISON COUNTY, MISSISSIPPI,
AND STONE COUNTY, MISSISSIPPI ESTABLISHING
A COASTAL REGIONAL COMPREHENSIVE EMERGENCY
INFORMATION MANAGEMENT NETWORK AND
APPROVING THE NETWORK CONTRACT

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;

WHEREAS, citizens of Stone County, Mississippi including its
municipality, have, from 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 Stone County;

WHEREAS, the Board of Supervisors of Harrison County and
Stone County desire to work together towards sharing/combining
governmental activities for establishing, maintaining and
operating a Coastal Regional Comprehensive Emergency Information
Management Network to be housed at the Harrison County Civil
Defense EOC Office at the Harrison County Courthouse in Gulfport,
Mississippi;
WHEREAS, the Board of Supervisors of Harrison County and
Stone County desire to enter into an Interlocal Governmental
Cooperation Agreement as provided by §17-13-1 et. seq. of the
1972 Miss. Code Ann.;

WHEREAS, the purpose of this Agreement is to provide that
coastal Counties of Harrison, Hancock, Jackson, Stone and Pearl
River will join together to establish, maintain and operate a
Coastal Regional Comprehensive Emergency Information Management
Network, consisting of computer equipment, server, hardware and
software to be housed at the Harrison County Civil Defense EOC
Office at the Harrison County Courthouse in Gulfport,
Mississippi; and

WHEREAS, there will be no separate or legal or
administrative entity created hereby, but the purpose of this
Agreement shall be that the governing authorities of these
Counties shall cooperate together within and under the terms of
this Agreement and Contract, attached hereto as Exhibit “A” and
incorporated herein as set forth in words and figures, to insure
maximum efficiency for this governmental service at minimal cost
to the taxpayers of all the Counties.

NOW, THEREFORE, be it resolved by Harrison County,
Mississippi by and through its Board of Supervisors and Stone
County, Mississippi, by and through its Board of Supervisors that
they do hereby enter into this Interlocal Governmental
Cooperation Agreement for the services, consideration and
conditions hereinafter outlined and as set forth in the Contract
attached hereto as Exhibit "A"; that this Interlocal Agreement
and Contract are authorized by §17-13-1 et. seq. of the 1972
Miss. Code Ann., and subject to the approval of the Attorney
General of the State of Mississippi; said Agreement being as
follows:

SECTION 1: ADMINISTRATION

This Agreement will be administered in accordance with the
terms and conditions set forth herein and as set forth in the
Contract attached as Exhibit "A", among the five (5) Counties,
with no separate legal or administrative agency to be created by
this Agreement.

SECTION 2: PURPOSE

This Agreement is to provide that the coastal Counties of
Harrison, Hancock, Jackson, Stone and Pearl River will join
together to establish, maintain and operate a Coastal Regional
Comprehensive Emergency Information Management Network,
consisting of computer equipment, server, hardware and software,
to be housed at the Harrison County Civil Defense EOC Office at
the Harrison County Courthouse, in Gulfport, Mississippi. This
network will enable each County to share information about
weather conditions or other emergency situations for greater
protection of public health and welfare.
SECTION 3: FINANCING

The Counties 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. The Contract attached as Exhibit "A" sets forth that each of the five (5) Counties will pay one-fifth (1/5) of their share of the cost of the computer server/hardware and software to be housed at the Harrison County Civil Defense EOC office at the Harrison County Courthouse in Gulfport, MS. Each County will receive $5,000.00 from the "Local Emergency Management Program Enhancement Grant" which will be given to Harrison County to purchase the network server. The Contract further states that each County will pay one-fifth (1/5) share of the start-up cost of all emergency management software, including the cost of the LAN Server License, Workstation License and Web Access License. All five (5) Counties will pay one-fifth (1/5) of the share of the installation and training of personnel on the network, including all other set-up costs. The Contract also provides that each County will pay one-fifth (1/5) share of the yearly maintenance Contract fee and maintenance cost for
operation above utility cost and normal wear and tear, and all other cost not covered by a maintenance contract. The Contract further provides that each party will pay one-fifth (1/5) of the share of the cost of the liability and property and casualty insurance to be purchased by Harrison County on the equipment. The Contract further provides that after the first year, each County will pay one-fifth (1/5) share of all charges for an annual vendor maintenance contract, fees, server, license fees and maintenance not covered by the maintenance contract, and the license fee on the server. The Contract further provides that each County will pay one-fifth (1/5) share for any and all software upgrades not provided in the annual maintenance or license fees. With regard to the establishment and continued operation of this network, each County agrees to pay one-fifth (1/5) of any cost incurred, whether or not herein specified. However, the parties agree that each County will be responsible for purchasing its own private computer, hardware, software or other equipment necessary to access the Harrison County server from its County workstation. Harrison County will provide the auxiliary power source to back-ups.

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/ACQUISITION OF 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. The Contract, Exhibit "A" of this Interlocal Agreement, shows that Harrison County will purchase the server, hard drive, software and other equipment to be titled in its name. The other four (4) Counties, Hancock, Jackson, Stone and Pearl River will pay one-fifth (1/5) of the cost of the Dell Server, hard drive, LAN Server License, Workstation License and Web Access License and all other set up and maintenance cost incurred for the network. The computer server which will be housed at the Harrison County Courthouse is a Dell-Poweredge 4400 X933-256K Tower server, and will be titled to Harrison County. Title to all other real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by Harrison, Hancock, Jackson, Stone and Pearl River Counties, at the time of such termination, shall remain the property of each County.

SECTION 6: 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 7: 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, 2003, which is the end of the current Board of Supervisors term of office. Prior to November 31, 2003, any County desiring not to renew, must give notice to all County Administrators, or Board President if there is no County Administrator sixty (60) days prior to December 31, 2003. Otherwise this Agreement and Contract renews the following year upon Board Resolution, and approval by the Mississippi Attorney General. Provided however, this Agreement may be terminated by the mutual agreement of the parties only after the terminating party has given the other party’s sixty (60) days notice of termination given to that party’s County Administrator, or Board President if the County does not have an Administrator; however, this Agreement may only be terminated if money for all costs, fees and expenses have been paid at the time of notice of termination.

SECTION 8: 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 9: APPROVAL BY ATTORNEY GENERAL

Harrison and Stone 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 the Attorney General disapproves of any section of the services listed herein, the authorities of the Counties will be required to adopt a newly drafted agreement before said provisions shall be in full force and effect.

The Clerk of the Board of Supervisors of each 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 10: LIABILITY INSURANCE

Each County herein agrees that it shall be the responsibility of each County to maintain its own general liability insurance on any matters which is the subject of this Interlocal Cooperative Agreement, with a limit of liability no
less than $1,000,000.00. Harrison County will insure the network equipment titled to it on its property and casualty insurance policy, which cost is to be reimbursed by each of the remaining four (4) Counties, on a one-fifth (1/5) basis.

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, WE THE BOARD OF SUPERVISORS OF STONE 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 Stone County, Mississippi and the same being adopted in a duly constituted session.
WITNESS OUR SIGNATURES this, the ___ day of ______, _____.

ATTEST:

STONE COUNTY BOARD OF
SUPERVISORS

Clerk

President, Stone County Board of
Supervisors

Supervisor, District One

Supervisor, District Two

Supervisor, District Three

Supervisor, District Four

Supervisor, District Five

I have approved this Interlocal
Governmental Cooperation Agreement as to Form:

Attorney for Stone County,
Mississippi
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

President Harrison County Board of Supervisors

Bobby Eleuterius
Supervisor, District One

Larry Benefield
Supervisor, District Two

Marlin Ladner
Supervisor, District Three

William Martin
Supervisor, District Four

Connie Rockco
Supervisor, District Five
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

ATTEST:

Clerk of the Board

I have approved this Interlocal Cooperation Agreement as to form:

Attorney for Harrison County
Board of Supervisors
COASTAL REGIONAL COMPREHENSIVE EMERGENCY INFORMATION MANAGEMENT NETWORK CONTRACT

FOR AND IN CONSIDERATION of the sum set forth below,
Harrison County, Hancock County, Jackson County, Stone County and Pearl River County (hereinafter "parties"), all located in the State of Mississippi, hereby enter into and contract for the purpose of establishing, maintaining and operating a Coastal Regional Comprehensive Emergency Information Management Network (computer system) to be housed at the Harrison County Civil Defense EOC office in the Gulfport Courthouse.

I. PURPOSE

The purpose of this Contract is for the five (5) coastal Counties of Harrison, Hancock, Jackson, Stone and Pearl River to join together to establish, maintain and operate an emergency service network consisting of computer equipment, server, and software to be housed at the Harrison County Courthouse at the Civil Defense EOC office. This unified Coastal Emergency Computer Network is established as a result of a grant issued to each County, entitled "The Mississippi Emergency Management Agency Local Emergency Management Program Enhancement Grant", copies of each Counties' are attached hereto as Exhibit "A". The grant allocates $5,000.00 to each of the five (5) Counties, for a total of $25,000.00. This money will be used to buy the Dell
server for the network. The total amount of funds awarded to the five (5) Counties is $25,000.00.

Harrison County, by its Application of Grant, will receive an additional $4,036.00 to purchase Dell laptop computers and $425.00 for the Davis weather system. Harrison County will also receive approximately $6,312.00 for one (1) Proxima projector with equipment and hookup. (The grant application was for two (2) projectors with only one being awarded). These items will not be charged to the other four (4) Counties.

II. SPECIFICATIONS

The subject of this Agreement is for the purchase of a Dell-Powerededge 4400X933-256K Tower Server. A copy of the specifications for the Dell server and other equipment is attached hereto as Exhibit "B". These specifications are on the State Equipment Preferred List (EPL). In accordance with the purchasing laws for the State of Mississippi, the Mississippi Emergency Management Agency (MEMA) did advertise for bids and declared that the Dell-Powerededge Tower Server was the lowest and best bid submitted. As noted in Exhibit "A" of this Contract, Linda Rouse, Director of the Harrison County Civil Defense Office is the point of contact on this project. Therefore, Harrison County will be the title owner of the Dell-Powerededge Tower Server along with the EM/2000 LAN server licenses. These server
licenses are the software for the computer. A copy of the specifications for the LAN server licenses are attached hereto as Exhibit "C". They are the LAN server license, Workstation license and Web Access license.

III.

FINANCIAL RESPONSIBILITY

The parties, the five (5) Counties herein, agree that each County will pay one-fifth (1/5) of the cost of all the hardware, including the server, software and all other equipment being a part of the network, which will be housed at the Harrison County Courthouse in Gulfport. All start up fees, expenses, maintenance, etc. will be paid by each County paying one-fifth (1/5) of all costs, as more particularly described below. Each County will be responsible for its own purchase and maintenance of its hardware or any other equipment needed to access the Regional Network System at the Harrison County Courthouse. These payments must be paid to Harrison County within thirty (30) days of a request for payment made by the Harrison County Administrator, Pam Ulrich, to the remaining four (4) Counties' Administrators, or Board President if no Administrator exist. It is therefore,
CONTRACTED AND AGREED TO AS FOLLOWS:

The parties agree that Harrison County will utilize the State Equipment Preferred List (EPL) for purchase of all hardware requirements, including the Dell server, monitor, UPS printer, etc., as specified in Exhibit "B".

The parties agree that they will share equally, one-fifth (1/5), of the cost of the monthly or yearly maintenance contract and all costs of maintenance or operation above the utility cost, and normal wear and tear, that may not be covered by a maintenance contract.

The parties agree that Harrison County will add the server and all other computer equipment to its casualty and property damage insurance policy, and that each County will share equally one-fifth (1/5) in the cost of the insurance. Each County agrees to maintain its own general liability insurance policy on any matter which is the subject of this Agreement, with a limit of liability of no less than $1,000,000.00.

The parties agree that each County will share equally one-fifth (1/5) in any rate changes for annual vendor maintenance or license fees.

The parties agree that each County will pay its one-fifth (1/5) pro-rata share of the original EM/2000 IAN server license, and the server licenses each year after, and the original EM/2000 Workstation license and original EM/2000 Web Access license fees.
Also, each County will pay for its County's individual workstations' license after the first year, as well as a web access license, if applicable.

The parties agree that each County will share equally one-fifth (1/5) in the annual billing for the server technical support and maintenance after the first year of operation.

That each County will provide to Harrison County specific GIS information or other data needed to be provided to the vendor, and agree to cooperate and provide any and all information needed to install and maintain the network system for group information.

The parties agree that each County will pay one-fifth (1/5) of the share of the cost of all startup expenses, installation and training of personnel on the network, including all other set-up cost, and all yearly renewal, installation or training cost thereafter.

The parties agree that with regard to the establishment and continued operation of this network, each County will pay one-fifth (1/5) of any cost incurred, whether or not herein specified. The parties further agree that each County will be responsibility for purchasing its hardware or other equipment necessary to access the Harrison County server located at the Harrison County Civil Defense EOC office, from each County's workstation.
The parties agree that each County will pay one-fifth (1/5) of its share for any and all software upgrades not provided in annual renewal of license fees.

The parties agree that Harrison County will provide auxiliary power source to back-ups; but agree that this Contract in no manner extends or waives any party's right to governmental immunity as provided in §11-46-1 et. seq. of the Miss. Code Ann., denoted as the Mississippi Tort Claims Act.

The parties agree this Contract may be terminated only after sixty (60) days notice to all other parties' by notice to the respective County Administrators, or Board President, if a County does not have a County Administrator; however, all payments for fees and costs must be paid before notice of termination of this Agreement.

WITNESS our signatures this the ___ day of ________, 2003.

President, Harrison County
Board of Supervisors

President, Hancock County
Board of Supervisors

President, Jackson County
Board of Supervisors
President, Stone County
Board of Supervisors

President, Pearl River County
Board of Supervisors
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
LOCAL EMERGENCY MANAGEMENT PROGRAM ENHANCEMENT GRANT APPLICATION

**APPLICANT INFORMATION**

If the following information is necessary to process the application: [PLEASE PRINT]

- **Name:** Linda House
- **Title:** Director
- **Organization Name:** Harrison Co. Civil Defense
- **Address:** Post Office Box 68
- **City:** Gulfport
- **State:** Mississippi
- **Zip:** 39502
- **Phone:** 228-865-4002
- **Fax:** 228-865-4087

**ART 2 - EQUIPMENT LIST**

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<thead>
<tr>
<th>Equipment Item</th>
<th>Cost</th>
<th>Expected Location</th>
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<tbody>
<tr>
<td>EM 2000 Server</td>
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<td>Total</td>
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</table>

**ART 3 - NARRATIVE JUSTIFICATION**

Briefly describe how the items/equipment above will improve local operational capability.

1. Server will be housed in the Harrison Co. EOC to be shared by the coastal counties for message handling and coordination with MEMA.

2. Overhead projectors located in the EOC were purchased in 1989. Visibility has deteriorated and is virtually impossible to read from the EOC position.

3. Laptop computers needed to be used in EOC for messaging systems.
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
LOCAL EMERGENCY MANAGEMENT PROGRAM ENHANCEMENT GRANT APPLICATION

Harrison

AFJ (Continued)

Instruments needed to determine wind speed and wind direction in emergency situations.

[Signatures and dates]

MEMA Director: Robert R. Latham, Jr.

Local EMA Director Signature: Linda [Signature]

County Official Signature: Pamela Ulrich [Signature]

MEMA USE ONLY: Date: 10-25-02

Mississippi Emergency Management Agency
Local EM Program Enhancement Grant
Post Office Box 4401
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

EPL Interactive

Category: SERVERS
DELL - POWEREDGE 4400 X933-256K
Vendor: DELL VENDORS
Enterprise or Performance: ENTERPRISE
Sub-Category: CAT 1 - Dual Processor Capable
Base Cost: $2874

Manufacturer: DELL
Chassis Type: TOWER
Processor: INTEL PIII XEON
Speed (Enter as MHz): 933
Number of Processors: 1
Maximum Number of Processors: 2
RAM (MB): 128
RAM Expansion (GB): 4
Cache (KB): 256

No Base HD or State HD Size (GB): NO BASE HD - CUSTOMER MUST WORK WITH VENDOR TO CHOOSE THE PROPER CONFIGURATION FROM THE HARD DRIVE LISTED IN THE ADD-ON COMPONENTS SECTION.

Hard Drives: Hot Swap vs Non-Hot Swap
3-year on-site warranty w/ Next Business Day Response
10/100 NIC
Is NIC integrated onto the motherboard or a PCI card
Slots - PCI: 7
Keyboard and Mouse: INTEGRATED ON MOTHERBOARD

Product Name and Model #: POWEREDGE 4400 X933-

COST QUANTITY TOTAL
$2874 1 $2874

http://dsitspe01.its.state.ms.us/site/interepl.nsf/2B5F70A77EFFDCD8625689B006A1B89/... 5/29/02
PROPOSAL
The Public Safety Group
EM/2000™ EMERGENCY MANAGEMENT SOFTWARE

ITEM:
SOFTWARE:
1 ea. EM/2000™ LAN Server License $7,500.00
Includes 1 year Telephone support and Maintenance
After first year the cost is $1500.00 per year

1 ea. EM/2000™ Workstation License $1,000.00
Includes 1 year Telephone Support and Maintenance
After first year the cost is $100.00 ea. Per year

1 ea. EM/2000™ Web Access License $350.00
Includes 1 year Telephone Support and Maintenance
After first year the cost is $100.00 ea. Per year

INSTALLATION AND TRAINING:
1 On-site installation and configuration @ $1,000.00 per day $1,000.00

1 On-site EM/2000™ Applications Administration Training
Eight (8) hours of hands-on training for up to 3 students. $2,000.00

1 On-site EM/2000™ User Training
Eight (8) hours of training for up to eight (8) students.
Each student over 8 will be billed at a rate of $500.00 per student. $2,500.00

TOTAL INSTALLATION AND TRAINING $5,500.00

Note: All trainers' travel and related expenses are pre-paid and billed to the client for prompt reimbursement.

TERMS: Net Upon Receipt
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;

WHEREAS, citizens of Pearl River County, Mississippi including its municipality, have, from 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 Pearl River County;

WHEREAS, the Board of Supervisors of Harrison County and Pearl River County desire to work together towards sharing/combining governmental activities for establishing, maintaining and operating a Coastal Regional Comprehensive Emergency Information Management Network to be housed at the Harrison County Civil Defense EOC Office at the Harrison County Courthouse in Gulfport, Mississippi;
WHEREAS, the Board of Supervisors of Harrison County and Pearl River County desire to enter into an Interlocal Governmental Cooperation Agreement as provided by §17-13-1 et. seq. of the 1972 Miss. Code Ann.;

WHEREAS, the purpose of this Agreement is to provide that coastal Counties of Harrison, Hancock, Jackson, Stone and Pearl River will join together to establish, maintain and operate a Coastal Regional Comprehensive Emergency Information Management Network, consisting of computer equipment, server, hardware and software to be housed at the Harrison County Civil Defense ROC Office at the Harrison County Courthouse in Gulfport, Mississippi; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purpose of this Agreement shall be that the governing authorities of these Counties shall cooperate together within and under the terms of this Agreement and Contract, attached hereto as Exhibit “A” and incorporated herein as set forth in words and figures, to insure maximum efficiency for this governmental service at minimal cost to the taxpayers of all the Counties.

NOW, THEREFORE, be it resolved by Harrison County, Mississippi by and through its Board of Supervisors and Pearl River County, Mississippi, by and through its Board of Supervisors that they do hereby enter into this Interlocal
Governmental Cooperation Agreement for the services, consideration and conditions hereinafter outlined and as set forth in the Contract attached hereto as Exhibit "A"; that this Interlocal Agreement and Contract are authorized by §17-13-1 et. seq. of the 1972 Miss. Code Ann., and subject to the approval of the Attorney General of the State of Mississippi; said Agreement being as follows:

SECTION 1: ADMINISTRATION

This Agreement will be administered in accordance with the terms and conditions set forth herein and as set forth in the Contract attached as Exhibit "A", among the five (5) Counties, with no separate legal or administrative agency to be created by this Agreement.

SECTION 2: PURPOSE

This Agreement is to provide that the coastal Counties of Harrison, Hancock, Jackson, Stone and Pearl River will join together to establish, maintain and operate a Coastal Regional Comprehensive Emergency Information Management Network, consisting of computer equipment, server, hardware and software, to be housed at the Harrison County Civil Defense EOC Office at the Harrison County Courthouse, in Gulfport, Mississippi. This network will enable each County to share information about weather conditions or other emergency situations for greater protection of public health and welfare.
SECTION 3: FINANCING

The Counties 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. The Contract attached as Exhibit "A" sets forth that each of the five (5) Counties will pay one-fifth (1/5) of their share of the cost of the computer server/hardware and software to be housed at the Harrison County Civil Defense EOC office at the Harrison County Courthouse in Gulfport, MS. Each County will receive $5,000.00 from the "Local Emergency Management Program Enhancement Grant" which will be given to Harrison County to purchase the network server. The Contract further states that each County will pay one-fifth (1/5) share of the start-up cost of all emergency management software, including the cost of the LAN Server License, Workstation License and Web Access License. All five (5) Counties will pay one-fifth (1/5) of the share of the installation and training of personnel on the network, including all other set-up costs. The Contract also provides that each County will pay one-fifth (1/5) share of the yearly maintenance Contract fee and maintenance cost for
The Contract further provides that each party will pay one-fifth (1/5) of the share of the cost of the liability and property and casualty insurance to be purchased by Harrison County on the equipment. The Contract further provides that after the first year, each County will pay one-fifth (1/5) share of all charges for an annual vendor maintenance contract, fees, server, license fees and maintenance not covered by the maintenance contract, and the license fee on the server. The Contract further provides that each County will pay one-fifth (1/5) share for any and all software upgrades not provided in the annual maintenance or license fees. With regard to the establishment and continued operation of this network, each County agrees to pay one-fifth (1/5) of any cost incurred, whether or not herein specified. However, the parties agree that each County will be responsible for purchasing its own private computer, hardware, software or other equipment necessary to access the Harrison County server from its County workstation. Harrison County will provide the auxiliary power source to back-ups.

**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/ACQUISITION OF
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. The Contract, Exhibit "A" of this Interlocal Agreement, shows that Harrison County will purchase the server, hard drive, software and other equipment to be titled in its name. The other four (4) Counties, Hancock, Jackson, Stone and Pearl River will pay one-fifth (1/5) of the cost of the Dell Server, hard drive, LAN Server License, Workstation License and Web Access License and all other set up and maintenance cost incurred for the network. The computer server which will be housed at the Harrison County Courthouse is a Dell-Poweredge 4400 X933-256K Tower server, and will be titled to Harrison County. Title to all other real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by Harrison, Hancock, Jackson, Stone and Pearl River Counties, at the time of such termination, shall remain the property of each County.

SECTION 6: 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 7: 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, 2003, which is the end of the current Board of Supervisors term of office. Prior to November 31, 2003, any County desiring not to renew, must give notice to all County Administrators, or Board President if there is no County Administrator sixty (60) days prior to December 31, 2003. Otherwise this Agreement and Contract renews the following year upon Board Resolution, and approval by the Mississippi Attorney General. Provided however, this Agreement may be terminated by the mutual agreement of the parties only after the terminating party has given the other party’s sixty (60) days notice of termination given to that party’s County Administrator, or Board President if the County does not have an Administrator; however, this Agreement may only be terminated if money for all costs, fees and expenses have been paid at the time of notice of termination.

SECTION 8: 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 9: APPROVAL BY ATTORNEY GENERAL

Harrison and Pearl River 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 the Attorney General disapproves of any section of the services listed herein, the authorities of the Counties will be required to adopt a newly drafted agreement before said provisions shall be in full force and effect.

The Clerk of the Board of Supervisors of each 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 10: LIABILITY INSURANCE

Each County herein agrees that it shall be the responsibility of each County to maintain its own general liability insurance on any matters which is the subject of this
Interlocal Cooperative Agreement, with a limit of liability no less than $1,000,000.00. Harrison County will insure the network equipment titled to it on its property and casualty insurance policy, which cost is to be reimbursed by each of the remaining four (4) Counties, on a one-fifth (1/5) basis.

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, WE THE BOARD OF SUPERVISORS OF PEARL RIVER 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 Pearl River County, Mississippi and the same being adopted in a duly constituted session.
I have approved this Interlocal Governmental Cooperation Agreement as to Form:

Attorney for Pearl River County, Mississippi
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

President Harrison County Board of Supervisors

Bobby Eleuterius
Supervisor, District One

Larry Benefield
Supervisor, District Two

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 Cooperation Agreement as to form:

______________________________
Attorney for Harrison County Board of Supervisors
COASTAL REGIONAL COMPREHENSIVE EMERGENCY INFORMATION MANAGEMENT NETWORK CONTRACT

FOR AND IN CONSIDERATION of the sum set forth below,
Harrison County, Hancock County, Jackson County, Stone County and Pearl River County (hereinafter "parties"), all located in the State of Mississippi, hereby enter into and contract for the purpose of establishing, maintaining and operating a Coastal Regional Comprehensive Emergency Information Management Network (computer system) to be housed at the Harrison County Civil Defense EOC office in the Gulfport Courthouse.

I. PURPOSE

The purpose of this Contract is for the five (5) coastal Counties of Harrison, Hancock, Jackson, Stone and Pearl River to join together to establish, maintain and operate an emergency service network consisting of computer equipment, server, and software to be housed at the Harrison County Courthouse at the Civil Defense EOC office. This unified Coastal Emergency Computer Network is established as a result of a grant issued to each County, entitled "The Mississippi Emergency Management Agency Local Emergency Management Program Enhancement Grant", copies of each Counties' are attached hereto as Exhibit "A". The grant allocates $5,000.00 to each of the five (5) Counties, for a total of $25,000.00. This money will be used to buy the Dell
server for the network. The total amount of funds awarded to the five (5) Counties is $25,000.00.

Harrison County, by its Application of Grant, will receive an additional $4,036.00 to purchase Dell laptop computers and $425.00 for the Davis weather system. Harrison County will also receive approximately $6,312.00 for one (1) Proxima projector with equipment and hookup. (The grant application was for two (2) projectors with only one being awarded). These items will not be charged to the other four (4) Counties.

II.

SPECIFICATIONS

The subject of this Agreement is for the purchase of a Dell-Poweredge 4400X933-256K Tower Server. A copy of the specifications for the Dell server and other equipment is attached hereto as Exhibit "B". These specifications are on the State Equipment Preferred List (EPL). In accordance with the purchasing laws for the State of Mississippi, the Mississippi Emergency Management Agency (MEMA) did advertise for bids and declared that the Dell-Poweredge Tower Server was the lowest and best bid submitted. As noted in Exhibit "A" of this Contract, Linda Rouse, Director of the Harrison County Civil Defense Office is the point of contact on this project. Therefore, Harrison County will be the title owner of the Dell-Poweredge Tower Server along with the EM/2000 LAN server licenses. These server
licenses are the software for the computer. A copy of the specifications for the LAN server licenses are attached hereto as Exhibit "C". They are the LAN server license, Workstation license and Web Access license.

III.

FINANCIAL RESPONSIBILITY

The parties, the five (5) Counties herein, agree that each County will pay one-fifth (1/5) of the cost of all the hardware, including the server, software and all other equipment being a part of the network, which will be housed at the Harrison County Courthouse in Gulfport. All start up fees, expenses, maintenance, etc. will be paid by each County paying one-fifth (1/5) of all costs, as more particularly described below. Each County will be responsible for its own purchase and maintenance of its hardware or any other equipment needed to access the Regional Network System at the Harrison County Courthouse. These payments must be paid to Harrison County within thirty (30) days of a request for payment made by the Harrison County Administrator, Pam Ulrich, to the remaining four (4) Counties' Administrators, or Board President if no Administrator exist. It is therefore,
CONTRACTED AND AGREED TO AS FOLLOWS:

The parties agree that Harrison County will utilize the State Equipment Preferred List (EPL) for purchase of all hardware requirements, including the Dell server, monitor, UPS printer, etc., as specified in Exhibit "R".

The parties agree that they will share equally, one-fifth (1/5), of the cost of the monthly or yearly maintenance contract and all costs of maintenance or operation above the utility cost, and normal wear and tear, that may not be covered by a maintenance contract.

The parties agree that Harrison County will add the server and all other computer equipment to its casualty and property damage insurance policy, and that each County will share equally one-fifth (1/5) in the cost of the insurance. Each County agrees to maintain its own general liability insurance policy on any matter which is the subject of this Agreement, with a limit of liability of no less than $1,000,000.00.

The parties agree that each County will share equally one-fifth (1/5) in any rate changes for annual vendor maintenance or license fees.

The parties agree that each County will pay its one-fifth (1/5) pro-rata share of the original EM/2000 LAN server license, and the server licenses each year after, and the original EM/2000 Workstation license and original EM/2000 Web Access license fees.
Also, each County will pay for its County’s individual workstations’ license after the first year, as well as a web access license, if applicable.

The parties agree that each County will share equally one-fifth (1/5) in the annual billing for the server technical support and maintenance after the first year of operation.

That each County will provide to Harrison County specific GIS information or other data needed to be provided to the vendor, and agree to cooperate and provide any and all information needed to install and maintain the network system for group information.

The parties agree that each County will pay one-fifth (1/5) of the share of the cost of all start up expenses, installation and training of personnel on the network, including all other set-up cost, and all yearly renewal, installation or training cost thereafter.

The parties agree that with regard to the establishment and continued operation of this network, each County will pay one-fifth (1/5) of any cost incurred, whether or not herein specified. The parties further agree that each County will be responsibility for purchasing its hardware or other equipment necessary to access the Harrison County server located at the Harrison County Civil Defense EOC office, from each County’s workstation.
The parties agree that each County will pay one-fifth (1/5) of its share for any and all software upgrades not provided in annual renewal of license fees.

The parties agree that Harrison County will provide auxiliary power source to back-ups; but agree that this Contract in no manner extends or waives any party's right to governmental immunity as provided in §11-46-1 et. seq. of the Miss. Code Ann., denoted as the Mississippi Tort Claims Act.

The parties agree this Contract may be terminated only after sixty (60) days notice to all other parties' by notice to the respective County Administrators, or Board President, if a County does not have a County Administrator; however, all payments for fees and costs must be paid before notice of termination of this Agreement.

WITNESS our signatures this the ___ day of ____________, 2003.

President, Harrison County Board of Supervisors

President, Hancock County Board of Supervisors

President, Jackson County Board of Supervisors
President, Stone County
Board of Supervisors

President, Pearl River County
Board of Supervisors
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
LOCAL EMERGENCY MANAGEMENT PROGRAM ENHANCEMENT GRANT APPLICATION

RT - APPLICANT INFORMATION

Following information is necessary to process the application. (PLEASE PRINT)

Name of contact:                      Linda Bouse                      Title:           Director
Department/Agency:                    Harrison Co. Civil Defense
Address:                             Post Office Box 68
City:                                 Gulfport.
State:                                Mississippi
Zip:                                  39502
Phone:                               228-865-4002
Fax Number:                          228-865-4087

ART 2 - EQUIPMENT LIST

<table>
<thead>
<tr>
<th>List by Priority</th>
<th>Estimated Cost of Equipment/Furniture</th>
<th>Expected Physical Location of Equipment</th>
<th>MEMA USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
<td>EM 2000 Server</td>
<td>EOC</td>
<td>Approved</td>
</tr>
<tr>
<td>Item 2</td>
<td>Harrison Co. Share</td>
<td>EOC</td>
<td>Approved</td>
</tr>
<tr>
<td>Item 3</td>
<td>Harrison Co. CD</td>
<td>EOC</td>
<td>Approved</td>
</tr>
<tr>
<td>Item 4</td>
<td>Overhead Projectors</td>
<td>EOC</td>
<td>Approved</td>
</tr>
<tr>
<td>Item 5</td>
<td>Laptop Computers</td>
<td>H.C. EOC</td>
<td>Approved</td>
</tr>
<tr>
<td>Item 6</td>
<td>Weather System</td>
<td>H.C. EOC</td>
<td>Approved</td>
</tr>
<tr>
<td>Item 7</td>
<td></td>
<td></td>
<td>Approved</td>
</tr>
<tr>
<td>Item 8</td>
<td></td>
<td></td>
<td>Approved</td>
</tr>
<tr>
<td>Item 9</td>
<td></td>
<td></td>
<td>Approved</td>
</tr>
<tr>
<td>Item 10</td>
<td></td>
<td></td>
<td>Approved</td>
</tr>
</tbody>
</table>

Total: $22,035.00

ART 3 - NARRATIVE JUSTIFICATION

Please describe how the items/equipment above will improve local operational capability.

Server will be housed in the Harrison Co. EOC to be shared by the coastal counties for message handling and coordination with MEMA.

Overhead projectors located in the EOC were purchased in 1989. Visibility has deteriorated and is virtually impossible to read from the EOC positions.

Laptop computers needed to be used in EOC for messaging systems.
MINUTE BOOK
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
LOCAL EMERGENCY MANAGEMENT PROGRAM ENHANCEMENT GRANT APPLICATION

Un: Harrison
RT 3 (Cont'd)
Instruments needed to determine wind speed and wind direction in emergency situations.

To: Mississippi Emergency Management Agency
Local EM Program Enhancement Grant
Post Office Box 4801
**EPL Interactive**

**Products Vendors PDF Files**

**EPL Help Desk**

**Category:** SERVERS  
**Vendor:** DELL VENDORS  
**Enterprise or Performance:** ENTERPRISE  
**Sub-Category:** CAT 1 - Dual Processor Capable  
**Base Cost:** $2874

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>DELL</th>
<th>Chassis Type</th>
<th>TOWER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>INTEL PIII XEON</td>
<td>Speed (Enter as MHz)</td>
<td>933</td>
</tr>
<tr>
<td>Number of Processors</td>
<td>1</td>
<td>Maximum Number of Processors</td>
<td>2</td>
</tr>
<tr>
<td>RAM (MB)</td>
<td>128</td>
<td>RAM Expansion (GB)</td>
<td>4</td>
</tr>
<tr>
<td>Cache (k)</td>
<td>256</td>
<td>NO BASE HD or State HD Size (GB)</td>
<td>NO BASE HD - CUSTOMER MUST WORK WITH VENDOR TO CHOOSE THE PROPER CONFIGURATION FROM THE HARD DRIVE LISTED IN THE ADD-ON COMPONENTS SECTION.</td>
</tr>
</tbody>
</table>

**Hard Drives:** Hot Swap vs Non-Hot Swap  
3-year on-site warranty  
Business Day Response  
10/100 NIC  
Is NIC integrated onto the motherboard or a PCI card  
Slots - PCI  
Keyboard and Mouse

### Product Name and Model #

<table>
<thead>
<tr>
<th>POWEREDGE 4400 X933-256K</th>
</tr>
</thead>
</table>

### COST QUANTITY TOTAL

| 2874 | 1 | 2874 |

http://dsitspe01.its.state.ms.us/its/interpl.nsf/2BF5F70A77EFFD0D86256E9B006A1B89/5129/03
## PROPOSAL
The Public Safety Group
EM/2000™ EMERGENCY MANAGEMENT SOFTWARE

### ITEM: SOFTWARE:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>EM/2000™ LAN Server License</td>
<td>1</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Includes 1 year Telephone support and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance After first year the cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>is $1,500.00 per year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EM/2000™ Workstation License</td>
<td>1</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Includes 1 year Telephone Support and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance After first year the cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>is $100.00 ea. Per year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EM/2000™ Web Access License</td>
<td>1</td>
<td>$350.00</td>
</tr>
<tr>
<td>Includes 1 year Telephone Support and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance After first year the cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>is $100.00 ea. Per year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### INSTALLATION AND TRAINING:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-site installation and configuration @$1,000.00</td>
<td>1</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>On-site EM/2000™ Applications Administration</td>
<td>1</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Training Eight (8) hours of hands-on training for</td>
<td></td>
<td></td>
</tr>
<tr>
<td>up to 3 students.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site EM/2000™ User Training</td>
<td>1</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Eight (8) hours of training for up to eight (8)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>students. Each student over 8 will be billed at</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a rate of $500.00 per student.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL INSTALLATION AND TRAINING** $5,500.00

*Note: All trainers' travel and related expenses are pre-paid and billed to the client for prompt reimbursement.*

**TERMS:** Net Upon Receipt

---

**EXHIBIT A:** $3500
I

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

IT IS FURTHER ORDERED that the Board does HEREBY APPROVE the network contract, which is part of each of the aforesaid Interlocal Governmental Cooperation Agreements.

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

Supervisor BOBBY ELEUTERIUS voted AYE
Supervisor LARRY BENEFIELD voted AYE
Supervisor MARLIN R. LADNER voted AYE
Supervisor WILLIAM W. MARTIN voted AYE
Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.
Supervisor WILLIAM W. MARTIN moved adoption of the following:


ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the Department of Justice 99 Equipment Sub-grant No.: ODPG-3 for period of 12/11/2002 to 2/24/2003 in the amount of $99,989.00, same being in the following form, words and figures:

HARRISON COUNTY
CIVIL DEFENSE COUNCIL

1801 21RD Avenue, P.O. Box 58, Gulfport, Mississippi 39502
Telephone: (228) 865-4002
Fax: (228) 865-4087

DATE: January 8, 2003
TO: Ms. Pam Ulrich, County Administrator
Harrison County
FROM: Linda Rouse, Director AEC
Harrison Co. Civil Defense
RE: Department of Justice FY99 Equipment Sub-Grant Award
Date of Award: 12-11-02 Regional Response Team

Attached is copy of sub-grant award given to Harrison County on 12-11-02 to purchase equipment to be used by the Regional Response Team for a Weapons of Mass Destruction Event. The Regional Response Team for the southern region of the state is comprised of Harrison County, Hancock County, Jackson County, Stone County, Pearl River County, and George County. Fire service, Law Enforcement, Emergency Medical and Emergency Management will make up the Regional Response Team. This team is one of five teams that cover the State of Mississippi.

This grant was awarded to Harrison County as the lead county for this region. When the equipment has been purchased and documentation furnished, Harrison County will be reimbursed by the Mississippi Emergency Management Agency.
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
1410 Riverside Drive
Jackson, MS 39202-0000

Department of Justice FY 99 EQUIPMENT SUB-GRANT AWARD
DATE OF AWARD: 12/11/02

SUB-GRANTEE: Harrison County Emergency Management Agency

PROGRAM NAME: DOJ FY 99 Equipment Grant

SUB-GRANT PERIOD: 12/11/2002 to 02/24/2003

SUB-GRANT NO: 0DPG-3

AWARDED THIS TRANSACTION: $99,989.00

CURRENT TOTAL AWARD: $99,989.00

Under the Department of Justice Equipment program, the Mississippi Emergency Management Agency, hereby awards to the aforementioned Sub-Grantee, a federal grant in the amount shown above, for the purchase of equipment, as listed in the DOJ FY 99 Equipment Grant equipment list, to be used by the Regional Response Team.

The grant shall become effective upon return of an original signed copy of this document by the Sub-Grantee designated official(s), to the Mississippi Emergency Management Agency. Expenditures incurred prior to execution of this grant award period are not allowable.

The sub-grantee, hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds.

Special conditions: All equipment must be purchased from the equipment list provided to MEMA by RRT lead county in the grant application and any alteration in the number, brand, model, or category of equipment must receive prior approval from MEMA and DOJ. All equipment must be purchased within the grant award period. Only equipment listed on the attached list is authorized for purchase (enclosure 1). The equipment must be used for the members of the Regional Response Team (enclosure 2). Quarterly reports are required by the State and all sub-grantees. You are prohibited to obligate, expend or draw down of these funds until The Regional Response Team Participation (attachment 5 of the CA) has been received by this office.

Acceptance for the Sub-Grantee:

[Signature]

Date 12/11/02

Robert R. Latham, Jr.
Executive Director
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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor LARRY BENEFIELD moved adoption of the following:

ORDER TABLING CONSIDERATION OF MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE UNIVERSITY OF SOUTHERN MISSISSIPPI, HARRISON
COUNTY BOARD OF SUPERVISORS AND THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION FOR THE AUTOMATED SYSTEM PROJECT ITS
DEPLOYMENT PROGRAM, PROJECT # ITS-0024(020) AND AUTHORIZING
THE BOARD PRESIDENT TO EXECUTE SAME

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY TABLE consideration of Memorandum of Understanding by and between the University of Southern Mississippi, Harrison County Board of Supervisors and the Mississippi Department of Transportation for the Automated System Project ITS Deployment Program, Project # ITS-0024(020) and authorizing the Board President to execute same.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor LARRY BENEFIELD moved adoption of the following:

ORDER APPROVING PAYMENT OF CLAIM IN THE AMOUNT OF $600.00 TO
DODIE BUSBY DBA APPRAISN, FOR APPRAISAL OF 18266 AND 18246
BLACKWELL FARM ROAD FOR UNMET NEEDS PROGRAM, PAYABLE FROM
058-651-70, AS RECOMMENDED BY EDDIE M. BIGELOW, PROJECT
COORDINATOR

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the
Board does HEREBY APPROVE payment of claim in the amount of $600.00 to Dodie Busby
dba Appraisn, for appraisal of 18266 and 18246 Blackwell Farm Road for Unmet Needs
Program, payable from 058-651-701, as recommended by Eddie M. Bigelow, Project
Coordinator.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER APPROVING THE EMPLOYMENT OF DODIE BUSBY DBA APPRAISN
TO APPRAISE BUY-OUT PROPERTIES FOR THE UNMET NEEDS PROGRAM
AT A COST OF $300.00 EACH, AS RECOMMENDED BY EDDIE M. BIGELOW,
PROJECT COORDINATOR, FOR STRUCTURES AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Dodie Busby dba Appraisn to appraise buy-out properties for the Unmet Needs Program at a cost of $300.00 each, as recommended by Eddie M. Bigelow, Project Coordinator, for the following structures:

1) 18256 Blackwell Farm Road
2) 5284 Tuxachanie Drive
3) 16456 Lamey Lane and
4) 218 Walthall Street.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER ACKNOWLEDGING RECEIPT OF AND SPREADING UPON THE MINUTES FORFEITURE DECLARATIONS BY THE DISTRICT ATTORNEY FOR A 1985 CHEVROLET SUBURBAN FOR USE BY THE SHERIFF’S DEPARTMENT, AND DIRECTING THE INVENTORY CLERK TO PLACE SAME ON THE COUNTY’S INVENTORY

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board hereby acknowledge receipt of and spread upon the following forfeiture declarations by the District Attorney for a 1985 Chevrolet Suburban for use by the Sheriff’s Department:

STATE OF MISSISSIPPI
COUNTY OF HARRISON

DECLARATION OF FORFEITURE

On the 30 day of SEPTEMBER, 2002, Notice of Intention to Forfeit Seized Property was given to PRISCILLANO GARCIA-HUERTA by personal service pursuant to §41-29-176 of the Mississippi Code of 1972, as amended. Said Notice required any interested party to file a Petition requesting judicial review and contesting the forfeiture within (30) days after the receipt of the Notice of Intention to Forfeit Seized Property, or the property described below would be forfeited to Harrison County Sheriff’s Department.

More than thirty (30) days have elapsed since the date on which the Notice of Intention to Forfeit Seized Property was received by claimant and no Petition contesting the forfeiture and requesting judicial review has been filed in the county court, if a county court exists, or otherwise in the circuit court of the county in which the seizure was made or in the county in which the criminal prosecution is brought or served upon the attorney for or representative of the seizing agency.

IT IS, THEREFORE, hereby declared that ONE 1985 CHEVROLET SUBURBAN VIN 1G8PC16L2FF205999 is forfeited to the Harrison County Sheriff’s Department.

SO DECLARED, on this the 6th day of January, 2003.

Lawrence P. Bourgeois, Jr.
ASSISTANT DISTRICT ATTORNEY

This day personally before me, Lawrence P. Bourgeois, Jr. the undersigned authority in and for the State and County aforesaid, the above named, who solemnly and truly declared and affirmed before me that the matters and facts set forth in the foregoing Declaration of Forfeiture are true and correct as herein stated.

Affirmed and Subscribed before me on this the 6th day of January, 2003.

[Signature of Notary Public]
STATE OF MISSISSIPPI
COUNTY OF HARRISON

DECLARATION OF FORFEITURE

On the 11 day of NOVEMBER, 2002, Notice of Intention to Forfeit Seized Property was given to ANDREA PADRON by publication pursuant to §41-29-176 of the Mississippi Code of 1972, as amended. Said Notice required any interested party to file a Petition requesting judicial review and contesting the forfeiture within (30) days after the receipt of the Notice of Intention to Forfeit Seized Property, or the property described below would be forfeited to Harrison County Sheriff's Department.

More than thirty (30) days have elapsed since the date on which the Notice of Intention to Forfeit Seized Property was received by claimant and no Petition contesting the forfeiture and requesting judicial review has been filed in the county court, if a county court exists, or otherwise in the circuit court of the county in which the seizure was made or in the county in which the criminal prosecution is brought or served upon the attorney for or representative of the seizing agency.

IT IS, THEREFORE, hereby declared that ONE 1985 CHEVROLET SUBURBAN VIN 1G8EC16L2FF205999 is forfeited to the Harrison County Sheriff's Department.

SO DECLARED, on this the 6th day of January, 2003.

[Signature]
Lawrence P. Bourgeois, Jr.
ASSISTANT DISTRICT ATTORNEY

This day personally before me, Lawrence P. Bourgeois, Jr. the undersigned authority in and for the State and County aforesaid, the above named, who solemnly and truly declared and affirmed before me that the matters and facts set forth in the foregoing Declaration of Forfeiture are true and correct as herein stated.

Affirmed and Subscribed before me on this the 6th day of January, 2003.

[Signature]
Mary J. Howard
NOTARY PUBLIC
My Commission Expires: 09-01-05
IT IS FURTHER ORDERED that the Board does HEREBY DIRECT the Inventory Clerk to place same on the County's inventory.

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

Supervisor BOBBY ELEUTERIUS voted AYE
Supervisor LARRY BENEFIELD voted AYE
Supervisor MARLIN R. LADNER voted AYE
Supervisor WILLIAM W. MARTIN voted AYE
Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.
Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER ACKNOWLEDGING RECEIPT OF LOCAL AREA 6’S REQUEST FOR CASH PROGRAM YEAR 2001 AND 2002 NUMBERS 20, 21, 01 AND 02 FOR $427,000.00, $122,921.00, $134,700.00 AND $64,179.00, RESPECTIVELY, AND AUTHORIZING DISBURSEMENT OF FUNDS TO THE AGENCY UPON RECEIPT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of Local Area 6’s Request for Cash Program Year 2001 and 2002 numbers 20, 21, 01 and 02 for $427,000.00, $122,921.00, $134,700.00 and $64,179.00, respectively; and the Board does HEREBY AUTHORIZE disbursement of funds to the agency upon receipt.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER APPROVING EMPLOYMENT OF BROWN & MITCHELL, INC. FOR ENVIRONMENTAL AND TECHNICAL SERVICES FOR THE HARRISON COUNTY BEACH/WATERSHED MONITORING STUDY, CIAP PROJECT MS.24.07; AND FOR ENVIRONMENTAL AND TECHNICAL SERVICES FOR HARRISON COUNTY SMART GROWTH PROJECT, CIAP PROJECT MS.24.02

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE employment of Brown & Mitchell, Inc. for Environmental and Technical Services for the Harrison County Beach/Watershed Monitoring study, CIAP Project MS.24.07; and for Environmental and Technical Services for Harrison County Smart Growth Project, CIAP Project MS.24.02.

IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE the Board President to execute the following contracts for each of said projects, as approved by Jayne Buttross:
Brown & Mitchell, Inc.
Engineers & Environmental Consultants
Gulfport, MS — Biloxi, MS

January 8, 2003

The Honorable William W. Martin
President
Harrison County Board of Supervisors
1601 23rd Avenue
P.O. Box CC
Gulfport, MS 35902-0860

REF: Environmental and Technical Services
Harrison County Beach/Watershed Monitoring Study
CIAP Project MS.24.07

Dear Mr. Martin:

Brown & Mitchell, Inc. (BMI) is pleased to submit this letter form proposal to provide the above referred services to support the Harrison County Coastal Impact Assistance Program Project Number MS.24.07. The professional services will include the following general tasks:

1. Coordinate with the Harrison County Sand Beach Department as needed to assist in project implementation;
2. Coordinate with research scientists to assist with sample analysis and reporting; and
3. Coordinate with local, county, state, and federal agencies as needed to assist in the development of strategies and solutions to address watershed management and protection issues which affect beach closures.

BMI will provide these services on a time and materials basis using the firm's standard billing rates (Attachment A). Work will commence on each item of work as authorized. The level of effort and completion schedule for each item of work will be as mutually agreed. Based on previous projects of this scope, BMI estimates that initial costs for this project will be on the order of $20,000.00. BMI will not exceed the initial fee amount without prior written approval; however, there is no guarantee that the scope of work itemized above can be accomplished within the initial cost estimate. The actual cost will depend entirely on the level of effort requested. Invoices will be submitted monthly. Payment shall be made upon receipt of and in accordance with BMI's itemized invoice. Payment is due within 30 days of the invoice date.

If this proposal and the "General Conditions for Engineering, Surveying, and Environmental Activities" (Attachment B), is acceptable, please sign one original in the space below and return it to this office, keeping the other original proposal for your records. We look forward to working with you on this project.

Sincerely,

[Signature]

Larry Lewis,
Senior Environmental Scientist

Agreed:
Harrison County Board of Supervisors

[Signature]

Signed Date
ATTACHMENT "A"
BROWN & MITCHELL, INC.
STANDARD HOURLY RATES

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<td>CADD Operators</td>
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<td>4-Man Survey Crew</td>
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These hourly rates are subject to an annual increase of up to 5%.
ATTACHMENT "O"
BROWN & MICHIEL, INC.
GENERAL CONDITIONS
FOR ENGINEERING, SURVEYING & ENVIRONMENTAL ACTIVITIES

1. PARTIES AND SCOPE OF WORK: (Brown & Mitchell, Inc., "Firm") shall provide such services, or parts thereof as may be necessary, for the design of the project described herein. This agreement contains all of Firm's proposals. Firm's Schedule of Fees and Services is to be accepted by Client and this agreement shall be governed by the terms and conditions contained herein. Client represents and warrants that Client is the duly authorized agent of Client for the purpose of entering into and being bound by this agreement. Client also represents that Client has the authority to bind the work being performed by Client and that the work is to be performed in accordance with the terms and conditions of this agreement. Client agrees to indemnify Firm and hold harmless from any and all claims, losses, damages, costs, or expenses which Client or any third party may be assessed or incurred due to the A. Party's breach of this agreement.
8. PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt. Client further agrees to pay interest on all amounts incurred and not paid as agreed to be paid if such amounts accrue within any thirty (30) days prior to the date interest is charged under applicable law, until paid. Client agrees to pay UMI's rest of collection at 15% per annum, or such greater amount as UMI may determine, from the date of delivery of any item to Client by any third party. Those general conditions are subject to change at any time.

9. TERMINATION: This agreement may be terminated by either party upon thirty (30) days prior written notice. In the event of termination, UMI shall be compensated by Client for all services performed up to the date of termination, including reasonable expenses.

10. WITNESS FEES: UMI's employees shall be retained as expert witnesses except by written written agreement. Client agrees to pay UMI's current rate schedule for any UMI employee retained by any party as an expert witness or as a witness of record of UMI.

11. HAZARDOUS MATERIALS: Environmental work shall include visual observation, laboratory analyses and physical testing of sample materials for the purpose of detection, classification or identification of the extent of any, any contamination of soil, groundwater, or surface water, on or off site, and shall include materials described as such by the Northwest Conservation and Recovery Act 42 U.S.C. 7951, et seq. as amended ("RCRA"). No work shall be condemned or accepted by Client as containing the results of any and all hazardous materials which would require treatment under the Resource Conservation and Recovery Act of 1980, or any similar federal or state statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client reserves full responsibility for compliance with the provisions of RCRA and any other Federal, State or municipal regulation governing the handling, treatment, storage and disposal of pollutants.

12. LIMITATIONS OF PROJECTS, EQUIPMENT AND TESTS: Information obtained from UMI observations, analysis and testing of sample materials shall be exclusively funded by Client. Each client agrees that all such electronic files are evidence of service of UMI, and such shall be considered as a representation of fact. Unless written and/or composition to be returned to Client at the conclusion of the project or as required by law and/or regulation, and unless further written agreement is obtained from Client, or unless further written agreement is obtained from Client, all such electronic files shall be considered final and remain with UMI as a record of the Client's project and shall be made available for review by the Client.

13. DISCOVERY OF UNANTICIPATED ENVIRONMENTAL CONDITIONS: The discovery of certain environmental conditions may make it necessary for UMI to take additional measures to protect health and safety and the environment. UMI agrees to notify Client's premises, if such notice is necessary, if any environmental conditions are discovered by UMI during the course of the work.

14. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils taken at the time to be contaminated will be placed in containers, labeled and held on the site for proper disposal by Client and samples removed by UMI in a laboratory setting will be disposed of by the testing laboratory in an approved manner.

15. AUTHORITY OF ELECTRONIC FILES: In receiving and utilizing any drawings, reports and data on any form of electronic media generated and furnished by UMI, the Client agrees that all such electronic files are evidence of service of UMI, and such shall be considered as a representation of fact. Unless written and/or composition to be returned to Client at the conclusion of the project or as required by law and/or regulation, and unless further written agreement is obtained from Client, or unless further written agreement is obtained from Client, all such electronic files shall be considered final and remain with UMI as a record of the Client's project and shall be made available for review by the Client.

16. ENTIRE AGREEMENT: This agreement contains the entire understanding between the parties. Client acknowledges that all representations, warranties, undertakings or promises have been made other than those expressly contained herein. This agreement may be amended, modified or terminated by a written instrument signed by each of the parties thereto.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER AUTHORIZING ADVERTISEMENT FOR BIDS FOR TRADITION PARKWAY, PROJECT NO. DECD-0024(14)B - PHASE II, SECTION EAST OF HIGHWAY 67, HARRISON COUNTY, AS RECOMMENDED BY STATE AID

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE advertisement for bids for Tradition Parkway, Project No. DECD-0024(14)B - Phase II, Section East of Highway 67, Harrison County, as recommended by State Aid.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER ACKNOWLEDGING RECEIPT OF THE REQUEST FOR REVIEW OF APPLICATION FILED BY IRBY STEEL, INC. DMR 03354, AS ON FILE WITH THE CLERK OF THE BOARD, AND ADJUDICATING SIGNATURE OF RECEIPT BY THE BOARD PRESIDENT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the request for review of application filed by Irby Steel, Inc. DMR 0335, as on file with the Clerk of the Board, and the Board does HEREBY ADJUDICATE the signature of receipt by the Board president, which is as follows:

MISSISSIPPI
DEPARTMENT OF MARINE RESOURCES

REQUEST FOR REVIEW OF APPLICATION

TO: Mayor of Gulfport
   Harrison County District Attorney
   Harrison County Prosecuting Attorney
   Harrison County Board of Supervisors
   Gulf Regional Planning Commission
   Southern Mississippi Planning and Development District
   Mississippi Wildlife Federation
   Department of Wildlife, Fisheries and Parks
   Secretary of State

FROM: Department of Marine Resources

SUBJECT: Application by Irby Steel, Inc., DMR 03354

DATE: December 30, 2002

In accordance with the provisions of the Coastal Wetlands Protection Law, we herewith enclose a copy of the application by Irby Steel, Inc., DMR-03354.

If you would like to comment on the proposed project, please provide your comments in writing to our office by 1:00 p.m. on January 30, 2003.

If you do not wish to submit comments on this application, please acknowledge receipt by signing and returning this Request to the Department of Marine Resources.

ACKNOWLEDGMENT OF RECEIPT

Signature

Date: 1-7-03

1141 Bayview Ave., Suite 101, Biloxi, Mississippi 39530 * (228) 474-5000
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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor LARRY BENEFIELD moved adoption of the following:

ORDER AUTHORIZING THE BOARD PRESIDENT TO EXECUTE A LETTER OF
SUPPORT FOR THE GRANT FILED WITH THE MISSISSIPPI ARTS
COMMISSION BY THE LYNN MEADOWS DISCOVERY CENTER FOR ITS
WINGS PROGRAM

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the
Board does HEREBY AUTHORIZE the Board President to execute a letter of support for the
grant filed with the Mississippi Arts Commission by the Lynn Meadows Discovery Center
for its WINGS program.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER SETTING APRIL 12, 2003 AS THE DATE FOR THE 15TH ANNUAL COUNTY-WIDE EASTER EGG HUNT, AND APPROVING TRANSFER OF $6,000.00 FROM 002-900-950 TO 001-520-780 TO COVER SAID EXPENSES

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SET April 12, 2003 as the date for the 15th annual county-wide Easter Egg Hunt; and the Board does HEREBY APPROVE transfer of $6,000.00 from 002-900-950 to 001-520-780 to cover said expenses.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

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 travel for Jeannie Cox, Beautification Director, to attend the planning/training between Keep American Beautiful Mississippi and Alabama affiliates in Montgomery, Alabama February 3-4, 2003; and the Board does HEREBY APPROVE reimbursement of her mileage and meals.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor LARRY BENEFIELD moved adoption of the following:

ORDER APPROVING ADVERTISEMENT OF COUNTY RESOURCES, AS LISTED,
PAYABLE FROM 001-675-522

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE advertisement of County resources, payable from 001-675-522, as follows:

$100.00 for full page ad in the Orange Grove Carnival Association’s 2003 Carnival ball program.

$1,500.00 to LBCDA for the Long Beach High School Showchoir to represent Harrison County at the National competition in March 2003 and advertise their Spring Show May 8-9, 2003 at USM Gulf Coast.

$100.00 for inside cover ad in the North Bay Area Mardi Gras Association 2003 Celebration dance program.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER APPROVING DEPOSIT IN THE AMOUNT OF $46,930.23 TO THE MISSISSIPPI PUBLIC ENTITY WORKERS COMPENSATION TRUST FUND TO BRING IT UP TO THE REQUIRED $50,000.00 BALANCE

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE deposit in the amount of $46,930.23 to the Mississippi Public Entity Workers Compensation Trust fund to bring it up to the required $50,000.00 balance.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
There came on for consideration by the Board the matter of a request for the Board to provide adequate street lighting by installing street lights, as listed, in Supervisors' Voting Districts 2 and 5, whereupon Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER APPROVING INSTALLATION OF STREET LIGHTS, AS LISTED

WHEREAS, the Board of Supervisors of Harrison County, Mississippi hereby finds that the Board shall install the following street lights:

25111 Clark Road, Supervisor's Voting District 5;
Intersection of Landon Road and Wade Lane, Supervisor's Voting District 2.

IT IS THEREFORE ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE installation of street lights as aforesaid, in Supervisors' Voting Districts 2 and 5.

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

Supervisor BOBBY ELEUTERIUS voted AYE
Supervisor LARRY BENEFIELD voted AYE
Supervisor MARLIN R. LADNER voted AYE
Supervisor WILLIAM W. MARTIN voted AYE
Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.
Supervisor CONNIE M. ROCKCO moved adoption of the following:

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

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of the following accident related claim from the tort account:

$1,637.42 to claimant Delaney J. Waltman for automobile damage, as recommended by Associated Adjusters and Major Brisolara.

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

- Supervisor BOBBY ELEUTERIUS voted AYE
- Supervisor LARRY BENEFIELD voted AYE
- Supervisor MARLIN R. LADNER voted AYE
- Supervisor WILLIAM W. MARTIN voted AYE
- Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor CONNIE M. ROCKCO moved adoption of the following:

ORDER ADJUDICATING SUBMISSION OF A LETTER OF SUPPORT FOR NORTHCUTT LEGAL CLINIC TO BE PART OF THEIR GRANT APPLICATION

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ADJUDICATE submission of a letter of support for Northcutt Legal Clinic to be part of their grant application, same being as follows:

To Whom It May Concern:

It has been brought to our attention that the Northcutt Legal Clinic is seeking funds to continue to provide civil legal services to low-income victims of domestic violence. Unfortunately, spousal abuse and child abuse cases continue to rise, and without these funds, many women and children may be without essential legal representation.

On behalf of the Harrison County Board of Supervisors, I am recommending that funding for the Northcutt Legal Clinic be continued in order to provide families with the adequate legal representation that they so desperately need.

With kind regards, I am

Sincerely,

CONNIE ROCKCO
Supervisor, District Five
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 declared the motion carried and the order adopted.

**THIS, the 13th day of January 2003.**
Supervisor LARRY BENEFIELD moved adoption of the following:

ORDER APPROVING PAYMENT OF CLAIMS, AS LISTED

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

1) $163.72 to Guild Hardy Associates, Architects, for reimbursable project expenses associated with the new Harrison County Health Department Building, payable from 366-104-901.

2) $10,000.00 to Addison Construction, Inc. Application for Payment No. 12, final payment, for the new Harrison County Health Department Building as recommended by Guild Hardy Associates, Architect, payable from 366-104-901; and acknowledge receipt of the following close out documents received:

- Contractor's Affidavit of Payment of Debts and Claims;
- Contractor's Affidavit of Release of Liens;
- Consent of Surety Company to Final Payment with Power of Attorney;
- Contractor's Construction Certificate;
- Contractor's Certificate of Guarantee,

which are as follows:
CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

STATE OF: Mississippi
COUNTY OF: Harrison

On this 12th day of January, 2003, before me personally appearing, C. Scott Addison, President of Addison Construction, Inc., a corporation duly organized and existing under the laws of the State of Mississippi, personally known to me, and known to me to be the person described in and by the instruments of assignment referred to below, declared on oath that the payment of the debts and claims as shown on the face of the instrument of assignment referred to below has been made by the person or corporation described in and by the instrument of assignment referred to below:

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO OWNER:

Harrison Co. Board of Supervisors
P.O. Drawer CC
Gulfport, MS 39502-0860

PROJECT

New Building for Harrison Co. Health Department
Gulfport, MS

ARCHITECT'S PROJECT NO.:

ARCHITECT

CONTRACT FOR:

Health Department

CONTRACT DATED:

09/13/01

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contract of Sale or Lease Agreement. AIA Document G706, Contract of Sale, may be used for this purpose.

2. Support of Progress of Work in accordance with the terms of the Contract for Work.


4. Certification of Completion of Work by the Owner.

CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.

Addison Construction, Inc.
135 Central Industrial Dr.
Purvis, MS 39475

By

C. Scott Addison, President

Notary Public

Subscribed and sworn to before me this 12th day of January, 2003.

May 18, 2005
CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

ARCHITECT'S PROJECT NO.:  

ARCHITECT:  

CONTRACT FOR:  

PROJECT:  

STATE OF:  

COUNTY OF:  

THE undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as herein below, the releases or waivers of lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all persons or entities who have on or may have lien or encumbrance of the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's release or waiver of lien, conditioned upon receipt of final payment.
2. Separate releases or waivers of lien from Subcontractors and material and equipment suppliers, to the extent required by the Owner, executed by the Subcontractors.

CONTRACTOR:  

Addison Construction, Inc.

316 Central Industrial Dr.

Parvis, MS 39475

BY:

C. Scott Addison, President

Subscribed and sworn to before me, this the 8th day of May, 2005.

Nathan Public

May 18, 2005
CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

OWNER [ ] ARCHITECT [ ] CONTRACTOR [ ]
SURETY [ ] OTHER [ ]

PROJECT: New Building for Harrison County Health Department
(name, address) Gulfport, Mississippi

TO (Owner) [ ] ARCHITECT'S PROJECT NO: [ ]
CONTRACT FOR: "same as above"

CONTRACTOR: ADDISON CONSTRUCTION, INC.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

UNITED STATES FIDELITY AND GUARANTY COMPANY
385 Washington Street
St. Paul, MN 55102

on bond of (here insert name and address of Contractor)

ADDISON CONSTRUCTION, INC.
1 Central Industrial Drive
P.O. Box 39475
Gulfport, MS 39502

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety Company of any of its obligations to (here insert name and address of Owner)

HARRISON COUNTY BOARD OF SUPERVISORS
P. O. Drawer CC
Gulfport, MS 39502

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 2nd day of May 2002.

Attest: Linda Whittington
(Witness)

Signature of Authorized Representative

D. M. Ferris
Title Mississippi Resident Agent
THE BOTTRELL AGENCY

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition.
MINUTE BOOK  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
JANUARY 2003 TERM

POWER OF ATTORNEY

20609  Certificate No. 122401

KnOw ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint


Power of Attorney No. of the City of: Jackson, State: Mississippi, their true and lawful attorneys-in-fact, each in his separate capacity or for more or less than one is named above, to sign in his name as attorney, and to execute, seal and acknowledge any and all bonds, contracts and other written instruments as the same shall be required in behalf of the Companies in their business of guarantying the fidelity of persons, guaranteeing the performance of contracts, and exercising or guaranteeing bonds and undertakings required or permitted by any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 1st day of December, 1999.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

John F. Phinney
JANUARY 2003 TERM
THOMAS E. HERRING, Asst. Secretary

On the 1st day of December, 1999, before me, the undersigned officers, personally appeared John F. Phinney and Thomas E. Herring, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc., and that the seals affixed to the foregoing instrument are the corporate seals of said Company, and that they, as such, have authority so to do, executed the foregoing instrument for the purposes thereon contained by signing the same in their names as officers of the corporations by themselves duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

Ms. Commissiion expires the 10th day of July, 2002.
CONSTRUCTION CERTIFICATE

PROJECT: New Building for Harrison County Health Department Gulfport, Mississippi

OWNER: Board of Supervisors Harrison County, Mississippi P. O. Drawer CC Gulfport, Mississippi 39502-0860

ARCHITECT: Guild Hardy Associates Architects, P.A. P. O. Box 7119 Gulfport, Mississippi 39506

This is to certify that the above project has been constructed in accordance with the plans and specifications, Contract Documents dated: September 13, 2001

CONTRACTOR: Addison Construction, Inc. 136 Central Industrial Drive Purvis, MS 39475

By: C. Scott Addison
Title: President

Subscribed and Sworn to before me this 15th day of January, 2002.

Notary Public: 

My Commission Expires: May 18, 2005
CERTIFICATE OF GUARANTEE

PROJECT: New Building for Harrison County Health Department Gulfport, Mississippi

OWNER: Board of Supervisors Harrison County, Mississippi P. O. Drawer CC Gulfport, Mississippi 39502-0860

ARCHITECT: Guild Hardy Associates Architects, P.A. P. O. Box 7119 Gulfport, Mississippi 39506

We hereby guarantee all work performed by us on the above captioned project, to be free from defective materials and workmanship for a period of one year or such longer period of time as may be called for in the contract documents for such portions of the work.

CONTRACTOR: Addison Construction, Inc. 136 Central Industrial Drive Purvis, MS 39475

By: C. Scott Addison

Title: President

Subscribed and sworn to before me this 15th day of January, 2002.

Notary Public: [Signature]

My Commission Expires: May 18, 2005
August 19, 2002

Bill Wedgeworth
Guilhard Hardy Associates, P.A.
P. O. Box 7119
Gulfport, MS 39506-7119

Re: Harrison County Health Department, Gulfport, MS

Dear Bill:

Enclosed are five (5) copies of our Application for Payment No. 12 for the above referenced project. The application bills for the contingency allowance. The breakdown for this allowance is as follows:

1. Specimen Pass Box 2 ea 420.00 840.00
2. Sink at A037 1 ea 2,549.60 2,549.60
3. Repair Curved Wall 1 ea 6,610.40 6,610.40

We have crews on site today making revisions to the curved wall per your instructions. This work will be finished by Thursday, August 22, 2002 and we ask that a final inspection be done for the entire project on Friday, August 23 at 10:00 AM. As you are aware, we have been waiting for the floor contractor to install the sheet vinyl flooring. This work has been completed. Please process the enclosed application for payment as well as the retainage application (#11) as soon as possible.

Please contact us if you have any questions regarding this application.

Sincerely,

ADDISON CONSTRUCTION, INC.

Jamie B. Flannor
Controller
3) $1,422.65 to Guild Hardy Associates, Architects, for professional services rendered on the new Harrison County Health Department payable from 366-404-901.

4) $94,131.00 to J.W. Puckett & Co. for application for payment No. 2 for the new Woolmarket Work Center as recommended by Guild Hardy Associates, Architect, payable from 150-300-902.

5) $1,379.26 to Guild Hardy Associates, Architect, for payment No. 5 for professional services rendered on the new Woolmarket Work Center, payable from 150-300-902.

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

Supervisor BOBBY ELEUTERIUS voted AYE
Supervisor LARRY BENEFIELD voted AYE
Supervisor MARLIN R. LADNER voted AYE
Supervisor WILLIAM W. MARTIN voted AYE
Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.
Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER AUTHORIZING MIKE McMILLAN, PARKS & RECREATION DIRECTOR, TO MOVE INTO COUNTY OWNED PROPERTY LOCATED AT 15012 COUNTY FARM ROAD TO PROVIDE ADDITIONAL SECURITY AT THE COUNTY FARM**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE Mike McMillan, Parks & Recreation Director, to move into County owned property located at 15012 County Farm road to provide additional security at the County Farm.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
Supervisor WILLIAM W. MARTIN moved adoption of the following:

ORDER APPROVING ADVERTISEMENT OF COUNTY RESOURCES IN THE AMOUNT OF $1,500.00 TO RADIO STATION JZ94.5 FOR PROMOTION OF THE MARTIN LUTHER KING, JR. CELEBRATION, PAYABLE FROM 002-100-522

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE advertisement of County resources in the amount of $1,500.00 to Radio Station JZ94.5 for promotion of the Martin Luther King, Jr. celebration, payable from 002-100-522.

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

Supervisor BOBBY ELEUTERIUS voted AYE
Supervisor LARRY BENEFIELD voted AYE
Supervisor MARLIN R. LADNER voted AYE
Supervisor WILLIAM W. MARTIN voted AYE
Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER REJECTING THE LOW BID OF G&F CONSTRUCTION SERVICE, LLC
FOR NOT MEETING TIME FRAME REQUIREMENT, AND ACCEPTING THE
BEST BID OF GULF COAST CONTRACTORS IN THE AMOUNT OF
$56,193.00 FOR CONCESSION STAND RENOVATIONS, HARRISON
COUNTY RECREATIONAL FACILITY, AS RECOMMENDED BY MORAN,
SEYMOUR & ASSOC., INC.

WHEREAS, the Board of Supervisors does hereby find as follows:

1. That this Board, at a meeting heretofore held on November 4, 2002,
adopted an Order authorizing and directing the Clerk of the Board to cause
publication to be made of Advertisement for Bids for Concession Stand Renovations,
Harrison County Recreational Facility, D'Iberville, Mississippi.

2. That as directed in the aforesaid Order, said Advertisement for Bids was
published in The Sun Herald newspaper, a newspaper published and having a general
circulation in Harrison County, Mississippi for more than one year next immediately
preceding the date of said Order directing publication of said Notice, and that the
Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this
Board, by said Clerk exhibited to the Board, and shows that said Advertisement for
Bids was published on the 6th and 13th days of November 2002.

3. That publication of said Advertisement for Bids has been made once each
week for two consecutive weeks, the last of which was at least seven working days
prior to December 6, 2002, the day fixed for receiving said bids in the Order
identified in paragraph one thereof, said Proof of Publication being in the following
form, words, and figures, to-wit:
PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary Public of Harrison County, Mississippi, personally appeared Mark Miles, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and that publication of the notice, a copy of which is hereto attached, has been made in said paper two times in the following numbers and on the following dates of such paper, viz:

<table>
<thead>
<tr>
<th>Volume</th>
<th>Number</th>
<th>Date</th>
<th>Month</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vol. 119</td>
<td>No. 31</td>
<td>6th day of November 2002</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vol. 119</td>
<td>No. 38</td>
<td>13th day of November 2002</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vol. 119</td>
<td>No. 38</td>
<td>20th day of November 2002</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Mark Miles
Clerk

Sworn to and subscribed before me this 13th day of November, A.D. 2002.

My Commission Expires November 13, 2003

Printer's Fee $90.78
Furnishing proof of publication $3.00
TOTAL $93.78

4. That on December 2, 2002, this Board designated its representatives to receive said bids on December 6, 2002.

5. That bids were received at the time and place and in the manner provided in said Advertisement for Bids, with the exception of the bid of G&F Construction Service, LLC, which was not received within the time frame as required in the Advertisement for Bids and should be rejected. The following bids were received:
BID PROPOSAL

Place

Date

Proposal of

(hereinafter called "Bidder"), organized and existing under the laws of the State of

doing business as

Harrison County Board of Supervisors, (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

CONCESSION STAND RENOVATIONS
HARRISON COUNTY RECREATIONAL FACILITY
DI'BERVILLE, MISSISSIPPI

having examined the specifications with related documents and the site of the proposed work, and
being familiar with all of the conditions surrounding the construction of the proposed project
including the availability of materials and labor, hereby proposes to furnish all labor, materials and
supplies, and to construct the project in accordance with the Contract Documents, within the time
set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in
performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in
written "Notice to Proceed" of the Owner and to fully complete the Project within 60 calendar days
as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of
$500.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the
Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

*Insert corporation, partnership or individual as applies.

BID PROPOSAL: wpd - 1 -
Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following lump sum prices.

LUMP SUM $62,943.60

$50,000.00

(Amounts are to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of $ is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder understands that the Owner reserves the right to reject any or all bids.

Respectfully submitted:

By

Title

(SEAL if by corporation)

Address:

(St. Box 6837

Natchez, MS 38640)
Gentlemen:

The Bidder, in compliance with your invitation for bids for:

**CONCESSION STAND RENOVATIONS**

**HARRISON COUNTY RECREATIONAL FACILITY**

**D'IBERVILLE, MISSISSIPPI**

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the Project within 270 calendar days as stated hereinafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

*Insert corporation, partnership or individual as applies.*
Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following lump sum prices.

LUMP SUM

Fifty Five Thousand Three Hundred Seventy Four Dollars ($55,374)

(Amounts are to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of

Four Thousand Dollars ($4,000)

is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder understands that the Owner reserves the right to reject any or all bids.

Respectfully submitted:

By

Title

(SEAL if by corporation)

Address:

24106 Oak Leaf Avenue

Pass Christian, MS 37571
6. The Board does hereby find that the low bid of G&F Construction Service, LLC was not received within the time frame as required in the Advertisement for Bids, and that the bid of Gulf Coast Contractors in the amount of FIFTY-SIX THOUSAND ONE HUNDRED NINETY-THREE AND 00/100 DOLLARS ($56,193.00) is the best bid received for the concession stand renovations, Harrison County Recreational Facility at D'Iberville, Mississippi, and that said bid is reasonable and fair and should be accepted. It is, therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the low bid of G&F Construction Service, LLC be and the same is HEREBY REJECTED for the concession stand renovations, Harrison County Recreational Facility at D'Iberville, Mississippi as same was not received within the time frame requirement stated in the Advertisement for Bids.

IT IS FURTHER ORDERED that the bid of GULF COAST CONTRACTORS be, and the same is HEREBY ACCEPTED for the concession stand renovations, Harrison County Recreational Facility at D'Iberville, Mississippi at and for a consideration of FIFTY-SIX THOUSAND ONE HUNDRED NINETY-THREE AND 00/100 DOLLARS ($56,193.00).

IT IS FURTHER ORDERED that the Board does hereby authorize the Board president to execute the following contract in connection with said project:
Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the Twenty-Second day of January in the year of Two Thousand
and Three

between the Owner:

Harrison County Board of Supervisors
P.O. Box 6837
Diberville, Mississippi 39540

and the Contractor:

Gulf Coast Contractors, Inc.
P.O. Box 6837
Diberville, Mississippi 39540

The Project is:

Diberville Sports Complex

The Architect-Engineer is:

Morgan, Seymour & Associates, Inc.
249 Beauvoir Road
P.O. Box 39531
Diberville, Mississippi 39540

The Owners and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or reported herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 60 calendar days from the date of commencement, or as follows:

Revised Contract Sum $56,593.00

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Work. The Contract Sum shall be Sixty-Two Thousand Five Hundred Ninety-Three Dollars ($62,593.00), subject to additions and deductions as provided in the Contract Documents.

Deduction No. 1 Demolition Work $3,000.00
Deduction No. 2 Cabinets $3,000.00

Revised Contract Sum $56,593.00

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(See the numbers or letters following the name of each alternate below to indicate the amount by which the sum of the Contract Sum is to be increased or decreased if this alternate is to be considered in casting the amount of bid or the time when that amount expires)

4.3 Unit prices, if any, as follows:

See Bid Schedule (attached.)

See Notice to Proceed.

if, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.1.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

See Notice to Proceed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Authentication of this electronically created AIA Document may be made by using AIA Document D701-1997, General Conditions of the Contract for Construction, as adopted in this document by reference. The Owner shall use this instrument for documents and contracts unless this document is modified.

This document has been approved and copyrighted by The Associated General Contractors of America, Inc.
5.1.3 Provided that an Application for Payment is received by the Architect Engineer not later than the 15th day of a month, the Owner shall make payment to the Contractor not later than the 1st day of the following month. If an Application for Payment is received by the Architect Engineer after the application date fixed above, payment shall be made by the Owner not later than 15 days after the Architect Engineer receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect Engineer may require. This schedule, unless objected to by the Architect Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take the portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the portion of the Contract Sum allocable to that portion of the Work in the schedule of values, less retention of 100 percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.5.6 of AIA Document A201-1997.

2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and stored on the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retention of 100 percent (10%);

3. Subtract the aggregate of previous payments made by the Owner; and

4. Subtract amounts, if any, for which the Architect Engineer has withheld or modified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect Engineer shall determine for incomplete Work, retention applicable to such work, and unsettled claims; and

2. Add, if Final Completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.1.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retention, if any, shall be as follows:

[Additional information regarding reduction or limitation of retention]

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

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT
5.2.1 Final payment, consisting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

1. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in subparagraph 12.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment, and

2. A final Certificate for Payment has been issued by the ArchitectEngineer.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 40 days after the issuance of the ArchitectEngineer's Final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION
6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS
7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located (lower rate of interest agreed upon, if any).

7.3 The Owner's representative is:
Morgan, Seymour & Associates, Inc.
249 Beauvoir Road
Biloxi, Mississippi 39531

7.4 The Contractor's representative is:
Johnny Jones
Gulf Coast Contractors, Inc.
P.O. Box 6937
D'Iberville, Mississippi

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

MORRIS L. HARRIS, Mayor
HARRISON COUNTY BOARD OF SUPERVISORS
JANUARY 2003 TERM

This document has been approved and endorsed by The Associated General Contractors of America.
ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:


8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specifications</td>
<td>Concession Stand Renovations</td>
<td>67</td>
</tr>
</tbody>
</table>

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>02.046</td>
<td>Concession Stand Renovations</td>
<td>November 2002</td>
</tr>
</tbody>
</table>

8.1.5 The Drawings are as follows, and are dated, unless a different date is shown below:

8.1.6 The Addenda, if any, are as follows:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>006</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Portions of Addenda relating to building requirements are not part of the Contract Documents unless the building requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

This lists any additional documents that are attached to any part of the Contract Documents. AIA Document A101-1997 requires that building requirements such as a statement or note to title to be included in Addenda. Sample Addenda and the Contractor's Addenda are parts of the Contract Documents unless enumerated in this Agreement. They should be read in order of attachment to the parts of the Contract Documents.
This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Owner and the remainder to the Architect Engineer for use in the administration of the Contract, and the remainder to the Owner.

OWNER

(Harrison County Board of Supervisors)

CONTRACTOR

(Gulf Coast Contractors, Inc.)

(Printed name and title)

(Printed name and title)

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ESSENTIAL WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING A DOCUMENT DROM.

AIA Document A301 1997. Conditions of the Contract for Construction. It is adapted to the document by reference. Do not use with other general conditions unless the document is modified.

This document has been approved and endorsed by the American Institute of Architects, Inc.

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AIA DOCUMENT A301 1997

OWNER-CONTRACTOR AGREEMENT

The American Institute of Architects

175 New York Avenue, N.W.

Washington, D.C. 20006-5497

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

Supervisor BOBBY ELEUTERIUS voted AYE
Supervisor LARRY BENEFIELD voted AYE
Supervisor MARLIN R. LADNER voted AYE
Supervisor WILLIAM W. MARTIN voted AYE
Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.
Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER REAPPOINTING RICHARD QUAVE AS A MEMBER OF THE D'IBERVILLE PORT COMMISSION FOR A TERM ENDING AUGUST 11, 2007

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY REAPPOINT Richard Quave as a member of the D'Iberville Port Commission for a term ending August 11, 2007.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor BOBBY ELEUTERIUS moved adoption of the following:

ORDER APPROVING A $10,000.00 APPROPRIATION TO THE CITY OF D'IBERVILLE FOR THE FORREST COVE DRAINAGE PROJECT, PER TERMS OF THE INTERLOCAL AGREEMENT, PAYABLE FROM 002-100-701

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE a $10,000.00 appropriation to the City of D'Iberville for the Forrest Cove drainage project, per terms of the Interlocal agreement, payable from 002-100-701.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor LARRY BENEFIELD moved adoption of the following:

ORDER REQUESTING THE BOARD ATTORNEY TO RENEGOTIATE THE BARE GROUND LEASE WITH MEMORIAL HOSPITAL FOR THE E-911 COMMUNICATION SITE AT $1.00 PER YEAR WHEREIN THE BUILDING AND THE LAND WOULD REVERT TO THE COUNTY AT THE END OF THE RENEWAL OF THE 30 YEAR LEASE

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY REQUEST the Board Attorney to renegotiate the bare ground lease with Memorial Hospital for the E-911 communication site at $1.00 per year wherein the building and the land would revert to the County at the end of the renewal of the 30 year lease.

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 declared the motion carried and the order adopted.

THIS, the 13th day of January 2003.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor LARRY BENEFIELD moved adoption of the following:

ORDER APPROVING THE EMPLOYMENT OF MEADOWS & RILEY TO FILE AN ANSWER ON BEHALF OF THE COUNTY IN CIVIL ACTION A2402-2002-279 STYLED ASHLEY DELMONT V HARRISON COUNTY SCHOOL DISTRICT AND HARRISON COUNTY BOARD OF SUPERVISORS

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the employment of Meadows & Riley to file an answer on behalf of the County in Civil Action A2402-2002-279 styled Ashley Delmont v Harrison County School District and Harrison County Board of Supervisors.

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

- Supervisor BOBBY ELEUTERIUS voted AYE
- Supervisor LARRY BENEFIELD voted AYE
- Supervisor MARLIN R. LADNER voted AYE
- Supervisor WILLIAM W. MARTIN voted AYE
- Supervisor CONNIE M. ROCKCO voted AYE

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

THIS, the 13th day of January 2003.

Major Brisolara reported that he investigated the complaint of Mr. Gilbert. William Marshal Gilbert received two citations. The first citation was for a broken tag light. He came to see the Sheriff who advised him how to proceed with a repair order. He then went to Justice Court where he could not get satisfaction, returned to the Sheriff who advised him that he had to answer the summons and show that repairs had been made. He failed to return to Justice Court and a capias was issued. When, at a later date, he was stopped for speeding, the law enforcement officer found out about the capias and took him to jail. Major Brisolara stated that the Sheriff’s Department accepts cash for bonds, but had not been able to speak with the officer on duty at the jail, the day Mr. Gilbert came to pay the bond. The Board President requested this matter to be clarified as well.
MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
JANUARY 2003 TERM

Supervisor BOBBY ELEUTERIUS moved adoption of the following:
ENTER CLOSED SESSION to discuss whether or not to enter Executive Session to
discuss potential litigation with the Chancery Clerk.
There was a unanimous vote by the Board to enter Closed Session.
ALL ORDERED AND DONE this the 13th day of January 2003.

Supervisor BOBBY ELEUTERIUS moved, and Supervisor WILLIAM W. MARTIN
seconded, adoption of the following:
ENTER EXECUTIVE SESSION.
There was a unanimous vote by the Board to enter Executive Session.
ALL ORDERED AND DONE this the 13th day of January 2003.

Supervisor BOBBY ELEUTERIUS moved, and Supervisor CONNIE M. ROCKCO
seconded, adoption of the following:
RECON VENE FROM EXECUTIVE SESSION.
There was a unanimous vote by the Board to reconvene from Executive
Session.
The Board Attorney reported that the Board received an update on potential
litigation. No action was taken.
ALL ORDERED AND DONE this the 13th day of January 2003.
The following items came on for discussion, with no action being taken by the Board at this time:

1) Supervisor Rockco expressed her concern about severe erosion in wetland area in the Shadow Creek Subdivision and lack of buffer zone between the subdivision and a sand pit. The Engineering Department will review the situation and alert the developer and DEQ.

2) Supervisor Rockco congratulated Ed Ott for passing all exams, thus becoming a Professional Engineer.

3) Supervisor Ladner inquired whether 100 feet buffer zone was enough for boarding kennels. The Planning commission felt this was sufficient, they are still reviewing regulations for breeding kennels.

4) Supervisor Martin inquired about the demise of police dog Alex. The dog died due to cancer. The Sheriff's Department is not training bomb dogs.

5) The Board Attorney remarked that Harrison County was the first county in the state to have a regional comprehensive emergency information management network.

6) Supervisor Benefield questioned the reason why the University of Southern Mississippi was acting as the fiscal agent for the USDOT automated system grant and not the County as lead agency.

7) Supervisor Rockco reminded the public and the Board that a meeting will be held at SMPDD on the Statewide recreation plan update on January 16, 2003 at 3:30 p.m.

ORDERED that the Board ADJOURN IN THE SECOND JUDICIAL DISTRICT until Term in Course.

THIS, the 13th day of January 2003.

[Signature]

PRESIDENT